



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
Ward Roney, Director Hector Palafox, Director Vacancy, Director

SPECIAL MEETING AGENDA (revised) **6:00 P.M. Closed Session 7:00 P.M. Opened Session** **SMCSD Boardroom 11-18-2021**

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

To minimize the spread of the Corona Virus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not opened to the public at this time, please call 805-467-3388
- The Meeting will be conducted with social distancing observed.
- All members of the public seeking to observe and comment to the local legislative body may do so in person or telephonically/email in the manner described below.

HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

Written / Read Aloud: Please email your comments to tamara.parent@sanmiguelcsd.org (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

Voice Mail: Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

PUBLIC RECORD:

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all of the members of the Board. The documents may also be obtained by calling the District Board Clerk.

Please see: www.sanmiguelcsd.org

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: please see notice. Sign in sheet at podium for public comment. Comments are **limited to three minutes** unless you have registered your organization with CSD Clerk prior to the meeting. Please complete a “Request to Speak” form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. If you wish to speak on an item not on the agenda, you may do so under item VII “Public Comment and Communications for items not on the agenda”. Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a “Request to Speak” form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSO Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

I. Call to Order: 6:00 PM

II. Pledge of Allegiance:

III. Roll Call: *Gregory* ___ *Kalvans* ___ *Roney* ___ *Palafox* ___ *Vacancy* ___

IV. Approval of Regular Meeting Agenda:

M _____ S _____ V _____

V. ADJOURN TO CLOSED SESSION: Public Comment for items on closed session agenda

Time: _____

A. CLOSED SESSION AGENDA:

1. PUBLIC EMPLOYMENT

Title: Asst: Fire Chief / Fire Prevention Officer

Pursuant to Government Code Section 54954.5

2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Two Matters-Confidential Complainant

VI. Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM

Time: _____

1. Report out of closed session by District General Counsel (WhiteBrenner, LLP)

VII. Public Comment and Communications for items not on the agenda:

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are **limited to three minutes**. Please complete a "Request to Speak" and "Sign in".

VIII. Special Presentations/Public Hearings/Other: None

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------|
| 1. | San Luis Obispo County | No Report |
| 2. | Camp Roberts—Army National Guard (Mitten) | Verbal |
| 3. | Community Service Organizations | Verbal |

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager | (Mr. Roberson) | Verbal |
| 5. | District General Counsel | (Mr. White) | Verbal |
| 6. | District Engineer | (.) | No Report |
| 7. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 8. | Fire Chief | (Chief Roberson) | Report Attached |

X. CONSENT CALENDAR:

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

1. Review and Approve Board Meeting Minutes

- A. 8-19-2021 Special Board Meeting Amended- draft
- B. 8-26-2021 Regular Board Meeting-draft
- C. 9-23-2021 Regular Board Meeting-draft
- D. 10-14-2021 Special Board Meeting-draft

XI. BOARD ACTION ITEMS:

1. Discuss Board Member resignation and provide staff direction on posting a Notice of Vacancy to fill the vacant position.

Public Comment: (Hear public comments prior to Board Action)

2. Review, Discuss, and Receive the Enumeration of Financial Report for October 2021 (Hido)

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Rev Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

Public Comments: (Hear public comments prior to Board Action)

M____S____V____

- 3. Review and approve RESOLUTION 2021-36 adopting changes to the Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts, and authorize the General Manager to sign the First Amendment to the MOA (Dodds)**

Recommendation: Approve RESOLUTION 2021-36 and authorize the General Manager to sign the First amendment to the MOA with IWMA

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 4. Review and Approve Resolution 2021-37 Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook (Dodds)**

Recommendation: Approve Resolution 2021-37 Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 5. Discuss potential for regional desalination plant and whether the District should participate in initial studies. (Dodds)**

Recommendation: Discuss authorizing the Director of Utilities to provide initial interest in participation in studies.

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 6. Discuss sole source contacting with BHI Management Consulting (BHI) to assist the District in preparation of a District Strategic Plan and approve Resolution 2021-38 authorizing the Interim General Manager to negotiate a contract with BHI not to exceed \$35,000. (Roberson)**

Recommendation: Approve Resolution 2021-38 authorizing the Interim General Manager to negotiate a contract with BHI not to exceed \$35,000 to be split between all funds.

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 7. Review and approve RESOLUTION 2021-39 authorizing expenditure of up to \$20,000 to flush main water lines on the San Lawrence Terrace per direction from the State Waterboard - Division of Drinking Water and authorize the Director of Utilities to enter into contracts to that effect. (Dodds)**

Recommendation: Approve Resolution 2021-39 authorizing \$20,000 from capital reserve, with corresponding budget adjustment to 50-518 Water projects SLT Well and authorizing the Director of Utilities to enter into contracts for this project.

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 8. Continued discussion on the Fire Department Temporary Housing unit (Young)**

Recommendation: Discuss the status and next steps for the Fire Department Temporary Housing unit

Public Comments: (Hear public comments)

9. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

Public Comments: (Hear public comments)

10. Review and Approve Resolution No. 2021-40 recognizing the hard work and dedication of the District staff (White)

Recommendation: Approve Resolution No. 2021-40 Reaffirming the San Miguel Community Services District Board’s Appreciation and Support for Staff.

Public Comments: (Hear public comments)

11. Discussion on Board self-assessment and Board analysis

Public Comments: (Hear public comments)

XII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
COMMUNITY OF SAN MIGUEL)

I, Tamara Parent, Board Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on November 17, 2021 @5:40 pm

Date: November 17, 2021

Rob Roberson, Fire Chief/Interim General Manager

Raynette Gregory, SMCSO Board President 2021

Tamara Parent, Board Clerk



UTILITY STATUS REPORT

10-22-2021 Thru 11-10-2021

AGENDA ITEM# IX.7

Well Status:

- Well 4 is partially operational – Well Level 98’ 11/1/2021 (STATIC)
- Well 3 is fully operational – Well Level 66.99’ 11/8/2021 (STATIC)
- SLT well is in service
- Total combined average running hours per day (9.29)
(threshold for stage 1 resource severity level determination is 17 hours per day)

Water System status:

Water leaks this month:0 This calendar year: 9

Water related calls through the alarm company after hours this month: 2 This Year: 6

- Working on audit of the cross-connections within the District and verifying compliance with state law, and the District Water Code. Some residents and businesses will be required to install cross-connection control devices.

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 This Year: 0

- Video inspection of all sewer lines has started.

WWTF status:

- The DO sensors and monitors failed for ponds 1 and 2, replacements are on order.

State Water Resources Control Board (SWRCB):

- Staff applied for the California Water and Wastewater Arrearage Payment Program and is waiting on funding approval from the state.

Billing related activity:

- **Total active accounts (at the time of this report)**
 - 910 water accounts
 - 810 wastewater accounts
- **Overdue accounts (at the time of this report)**
 - 8 accounts 60 days past due
- **Service orders (for prior month)**
 - 24 service orders issued and completed

Lighting status:

- Working with PGE Rep to get the remainder of the PGE owned streetlights converted to LED.
- Photo cell for the new street light came but was the wrong one, new one is on order.

Mission street Landscaping:

- Tree trimming on Mission scheduled for November 9th.

Solid Waste:

Mattress recycling

- Mattresses are accepted by appointment only, and only on Fridays between 8 am and 11 am.

E-Waste collection

- E-waste is accepted on Fridays between 8 am and 11 am.

SB-1383:

- A waiver for SB1383 has been submitted to the State.

Project status:

- Well arsenic treatment
 - On hold
- Generator installation is in progress, generators are on order.
 - Well generators are anticipated to arrive in November

Board requested information:

- .

WWTP expansion and Aerator Upgrade

- .

Staffing

- One vacant position.
 - WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.

SLO County in San Miguel:

- County has declared that the County is in a Drought, this follows the States proclamation of a near statewide Drought.

Caltrans in San Miguel:

- .

Kelly Dodds

Kelly Dodds

Director of Utilities

Date: November 10th, 2021

San Miguel Community Services District Board of Directors Meeting



Staff Report

November 18th, 2021,

AGENDA ITEM: IX 8

SUBJECT: Fire Chief & Asst Fire Chief Report for October 2021

STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

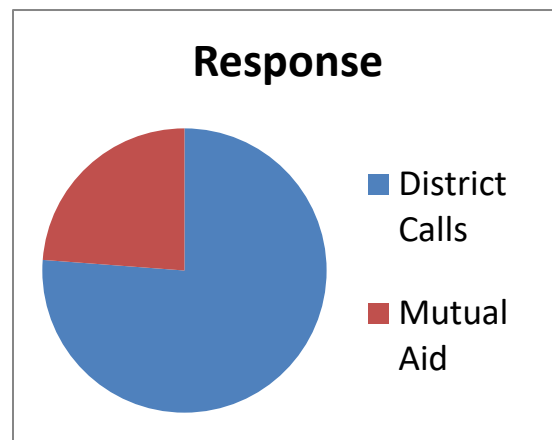
INCIDENT RESPONSE:

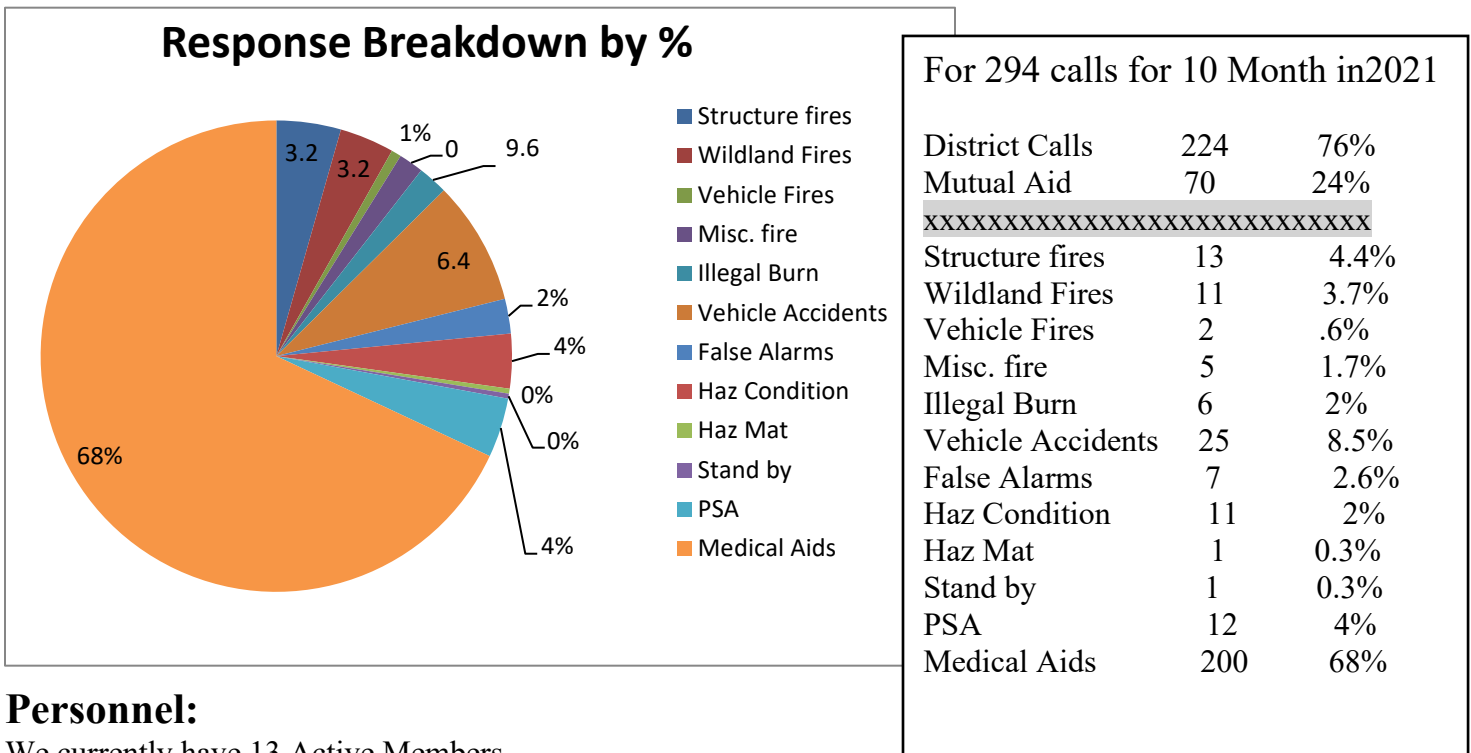
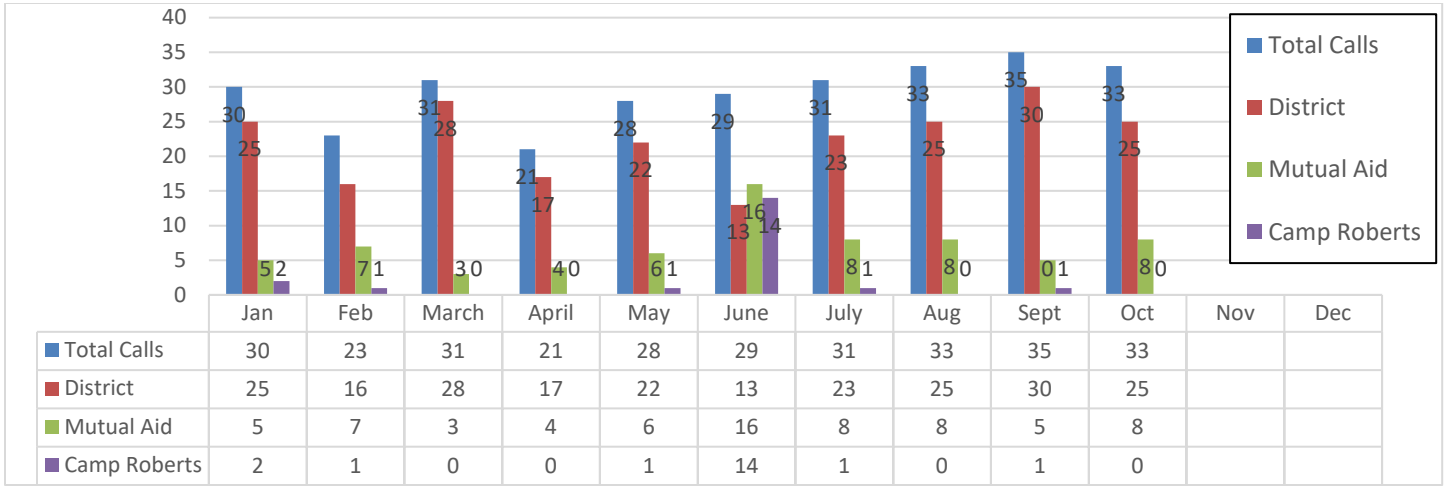
- Total Incidents for October 2021 **33**
- Average Calls for per 9 Months in 2021 **29.4**
- Total calls for the year to date **294**

Emergency Response Man Hours in September = 75	Total	748
Stand-By Man Hours for September = 5	Total	<u>209</u>
	Total hr.	957

Emergency Response Man Hours = **2.4 hr.** Per call for August **2.5** Per call for the year
 Stand-By Average per Call = **.1** Per call for, August **.7** Per call for the year

August YTD	
District calls	224 =76%
Mutual aid calls	62 =24%
Assist Camp Roberts	19 = 6%





Personnel:

We currently have 13 Active Members.
 1 Chief
 1 Asst. Chief/ Prevention Officer
 0 Fire Captains
 1 Engineers
 10 Firefighters

**Fire Department Financial overview
 October/ 2021**

Beginning - **\$877,897.83**
 Received - \$41,505.08 = \$919,402.91
 Transferred in -\$12,386.88 = \$931,789.79
 Disbursed -\$90,015.77 = \$841,774.02
 Transferred Out -\$25,378.82 = **\$816,395.20**

Beginning - **\$816,395.20**
 Received - \$15,296.24 = \$831,691.44
 Transferred in -\$15,383.47 = \$847,174.91
 Disbursed-\$14,516.01 = \$832,558.9
 Transferred Out-\$33,370.15 = **\$799,188.75**

Equipment:

- All equipment is in service.
- E8668 was sent to South Coast for service and minor repair.
- E8696 was sent to South Coast for an alarm reset.

Activities:

- Actively working within the COVID standards
- Working on the Temporary Housing Unit Project.

Information:

- Fire Prevention Report.

Prepared By:

Rob Roberson | Scott Young

Rob Roberson, Fire Chief & Scott Young, Assistant Fire Chief

FIRE EQUIPMENT

2021 MILEAGE / FUEL REPORT

IX-8

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	32	17	115	17	50	40	9	0	37	0	26	17	269	91	3.0
E-8668	67	40.2	30	11	30	20	64	14	162	62	133	26	486	173	2.8
P-8651	67	0	47	24	118	12.4	51	13	145	21	27	0	455	70.4	6.5
6 Month Total												1210	335	3.6	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	7.7	0	920	70	931	66	874	63.8	666	34	31	0	3663.5	234	15.7
C-8601	663	63	389	36	399	33	291	32.6	359	25	300	21	2401	211	11.4
C-8600	368	37	216	22	296	18	268	40	347	42	278	26	1773	185	9.6
6 Month Total												7837.5	629	12.5	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	71	17	24	37.1	188	18	53	34					605	197	3.0
E-8668	2056	734	228	42	1516	229	50	25					2280	469	3.8
P-8651	105	0	36	25	305	21	114	0					1015	116	7.6
12 Month Total												3900	783	5.0	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	205	12	0	0.1	3	0	94	6					3965.5	252	15.7
C-8601	0	0	0	0	0	0	82	0					2483	211	11.6
C-8600	531	18	460	39	555	38	204	22					3523	302	11.7
12 Month Total												9971.5	765	13.0	

OC

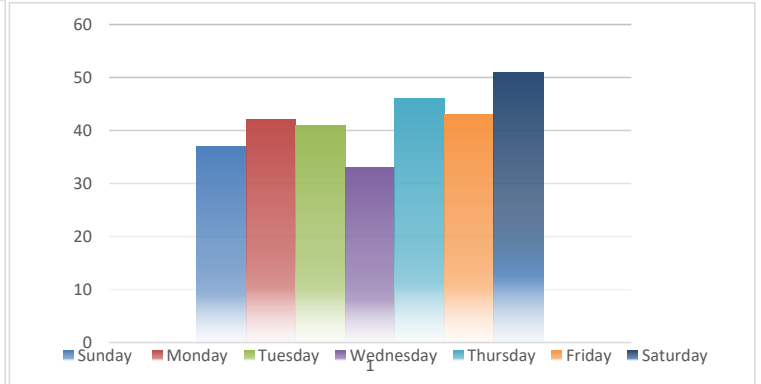
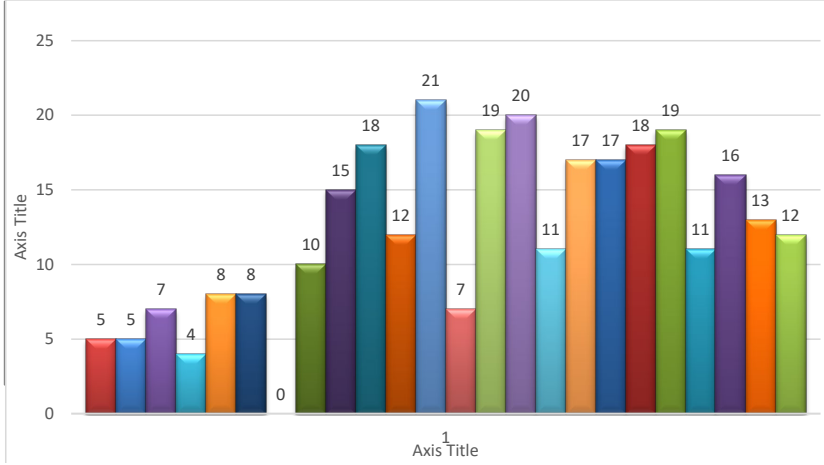
YTD 2021 Total	mi.	gal.	Avg. MPG
Diesel	3900	783	5.0
Gas	9971.5	629	15.8


Call per time of day and day of the week 2021

	After Hours					CSD Work Hours											Off Hours					Total				
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00			21:00	22:00	23:00
Sunday			1	1	1	2		4	1	5	3			2	1		1	3	2	4	1	5			37	12%
Monday		2	2					5	5		3	1	2	2	3	5	1	5	2	1			2	1	42	14%
Tuesday			1	2				1	1	3	2	5	1	1	6	2	2	2	5	3	2		1	1	41	13%
Wednesday	1		1			1		2		2		2	2	5		3	3	3		2	2		3	1	33	11%
Thursday	1	2			3	1		1	3	1	3	6	2	5	2	1	3		1	2	1	4	2	2	46	15%
Friday	1	1			2	2			2	1	3	2	1	2	6	2	1	2	4	2	2	2	2	3	43	14%
Saturday	2		2	1	2	2		2	3	1	1	3	0	2	3	2	2	6	4	2	1	3	3	4	51	17%
Hour Total	5	5	7	4	8	8	0	10	15	18	12	21	7	19	20	11	17	17	18	19	11	16	13	12	293	
	1%	1%	2%	1%	2%	2%	0%	3%	5%	6%	4%	7%	2%	6%	6%	3%	5%	5%	6%	6%	3%	5%	4%	4%		

Total calls during CSD Work Hours	100	34%
Total calls during Off time and weekends	193	65%
After Hours calls 22:00 to 06:00	62	21%
Total Weekend Calls	88	30%
Total Calls Monday thru Friday	205	69%

8am to 8pm 53 18%



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL		
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	
Structure Fires	2	0	0	2	2	0	0	0	2	0	0	0	0	0	0	2	1	1	1	0	0	0	0	9	4		
Veg. Fires	0	1	0	0	0	0	0	0	0	1	1	3	2	0	0	1	0	0	1	0	0	0	0	0	4	7	
Vehicle Fires	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
Misc. Fires	0	0	0	0	0	0	0	2	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	0	3	2	
Illegal Burning	3	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	6	0	
Vehicle Accidents	1	1	1	0	2	2	0	0	1	0	2	3	2	2	3	1	0	2	1	1	0	0	0	0	13	12	
False Alarms	2	0	0	0	2	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	6	1	
Hazardous Condition	3	0	0	0	3	0	0	0	0	0	0	0	1	0	0	0	1	0	3	0	0	0	0	0	11	0	
Hazardous Materials	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	
Pub.Svc.Asst.	2	0	3	0	0	0	1	0	1	0	1	0	0	0	1	0	1	0	1	1	0	0	0	0	11	1	
Medical Aids	12	3	11	5	18	1	16	2	17	4	8	9	17	6	19	5	23	2	18	4	0	0	0	0	159	41	
Call TOTALS	25	5	16	7	28	3	17	4	22	6	13	16	23	8	25	8	30	5	25	8	0	0	0	0	224	70	
	30		23		31		21		28		29		31		33		35		33		0		0		294		
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Mutual Aid SLO/Mon.	3	0	7	0	2	0	1	1	6	0	15	0	8	0	8	0	5	0	8	0	0	0	0	0	0	64	
Camp Bob Asst.	1		1		0		0		1		14		1		0		1		0		0		0		19		
Average Calls Per	<i>Month</i>		27.0	<i>Day</i>	0.9	<i>SLO Co. MA</i>					63	<i>Montrey Co. MA</i>					1	<i>CPR TOTAL</i>					1				

VII.	Public Comment and Communications for items not on the Agenda: Board Clerk- An anonymous comment (delivered by email) was submitted but will not read into record, it will be available to public by request Owen Davis (San Miguel Resident)- Questions about office turnover, bilingual office personnel Counsel- Questions may be answered after all public comment	<i>Video part 1/5 time: 01:40</i>
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VIII.-XI.	Special Presentations/Public Hearings/Other:
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	NONE
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X.	Consent Calendar:
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	NONE
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XI.	Board Action Items:	<i>Video part 1/5 time: 05:46</i>
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	1. Discuss and adopt Resolution 2021-21 nominating and electing a President of the Board of Directors	
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RECOMMENDATION: Adopt Resolution 2021-21 nominating and electing a President of the Board of Directors. Item Presented by District Counsel White.

Board Comment:

AS- On what grounds?

Counsel- the Board does not need “grounds”, none are specified

Board Clerk- read aloud Staff Report for adopting Resolution 2021-21, and Board's options for accepting or rejecting said resolution

WR- Voiced that it is Distasteful to do this, but because conduct of the current president was advised by the attorneys’ that actions be discontinued- were not, costing the district money, would like to vote on a new president

Public Comments:

Video part 1/5 time: 13:35

Owen Davis (San Miguel Resident)- Finds Board actions ironic, he know who’s behind it. Why is the Board wanting to remove President Sangster with only 4 months left? He is the only Board Member who looks out for community not themselves, been to a lot of meetings. Board members need to look out for us, need to understand where they are getting money, new hire asked him to say please. Mr. Davis makes threat to bring out information on Director Gregory.

Liliana Rojas (San Miguel Resident)- As a Firefighter and was former employee of District for 3 years, left on good terms, last month of employment the CSD was the worst when GM was out with personal injury, AS was asked to step in and he created hostile environment wanting to take GM position. He was unconcerned with what was going on & was bringing out negativity in office toward her personally, as the only Spanish speaker in office she stayed to help the community, but chose to leave because of the hostile environment.

Daniele Boatwright (San Miguel Resident)- Manager of the Elkhorn Bar, spoke on her personal opinion of President Sangster based on experience between him and her staff, a local for 7 years and business manager, she has worked side by side with GM Roberson at community charity functions, she finds it discouraging to see a person torn down by people with personal vendettas and gains under a disguise of concern for water prices. She doesn’t want a CSD president who has been 86'd (not allowed in the towns bar) for misconduct with herself and her staff, and for reasons unable to say what had happened to one of her bartenders, but believes this strongly reflects Director Sangster's poor character.

Roberson (GM)- Voiced that this decision is based on the way previous meetings have been conducted, continuously allowing people to speak out of turn and rudely, not acknowledging Robert's Rules of Order, recognizing other people in the group, acknowledging people not at podium, not giving staff courtesies, Board Members requested this be put on the agenda.

Board Comment:

AS- Voiced that latitude was given because few people attend meetings, maybe some uncomfortable conversations, but has spent 4 years in this community giving his time & effort, loves this community, may be abrasive

RG- Voiced that the problem is at the smaller meetings the rude public comments are made against staff members and President Sangster snickers at them, unprofessional and the Board cannot allow that, it's unprofessional and the videos tell all.

WR- Personal opinion is that the President Sangster has dishonored his position, dishonored the Board members, allowed past meetings to be a circus, including AS personal involvement

AS- disagrees and believes meetings have evolved on their own, current staff member have lashed out at someone publicly speaking

AK- Thanks to community for coming, lived here his entire life, seen these divisions time and time again, meetings have been unprofessional. Director Kalvans voiced that for mending would like to move forward and formally motion to remove AS and nominate RG as president. She has been business owner of this community, helped events and commerce.

Motion by: Director Kalvans

Second by: Director Palafox

Motion: to remove Sangster as President and nominates Gregory as New President

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster			X		
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Break for short recess to move positions

Video part 2/5 time 07:00- 08:38

Video part 2/5 time: 08:40

2. Review, Discuss, Receive and File the Enumeration of Financial Report for June 2021 (Hido)

- A. Claims Detail Report
 - a. Claim Detail Report JUNE 2021
 - b. Claim Detail Report MARCH 2021
- B. Statement of Revenue Budget vs Actuals
- C. Revenue Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

Item Presented by Financial Officer Hido; started presentation with an introduction: Mrs. Hido has worked in accounting for 10 years with various software and industries, learning the Black Mountain software is not an issue. Current status: all June entries are entered, all 2021 Bank Reconciliations are completed, CPA has approved all so far. June will be brought back for filing with year-end financial reports after the audit is completed. The monthly recurring bills and annual bills have been entered. She is in the process of entering the missing descriptions and cleaning up descriptions of past entries, US Bank bill missing descriptions for period 7, 9, 12, 1, & 2. Audit: we are currently waiting for reports and checks from the county, is ready for the audit with Kramer Associates and Moss Levy.

Board Comment:

- AK- more info is always good, time & costs
- RG- very helpful but does not think necessary to go back
- WR- more information is better

AS- Asked for the total spending for Railpro on 10th and 11th street waterline replacement? After looking at financials June 22k March 14k, AS asked when did they come on board?

WR- asked if that was requirement to work next to the railroad

KD-voiced yes, it was a requirement and would look into total paid to Railpros

Public Comments:

Owen Davis (SM District Resident): Since talking about spending the people’s money, do we have a clerk here? Why are we paying a vendor \$4k to do work that should be done in-house?

RR- response: chose to use stenographer because time was exceeding board clerk time and minutes take a lot of time. Looked into to see if a stenographer would be cost-effective but are not using anymore, still looking for someone to do the minutes, minutes currently done in-house

SY- we no longer use the stenographer because she quit. She was found in front office crying from the rude and racist comments made by the public during the meeting, she was only here for a couple months

Motion by: Director Gregory

Second by: Director Kalvans

Motion: To receive and file "Claims Detail" a & b

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 2/5 time: 22:05

3. Review and Approve RESOLUTION 2021-22 approving Fire Chief Job Description

Recommendation: Approve Resolution 2021-22 Fire Chief Job Description

Counsel White presented; voiced that follow-up to discuss discrepancies from last meeting, go over job description and Item 4 & 5, we have made changes to be consistent with what was asked for by the Board.

AS- it was never settled upon what probationary period would be, nine or six months?

Board Clerk- Erin said would leave the decision on time period up to the Board of Directors

Counsel White- Current interim GM thinks the period should be 12 months because that is standard, there is no real clarity, the Fire Chief recommendation is 12 months

Public Comments:

Owen Davis- voiced information about GM position and it was explained that item was next

Liliana Rojas- Current Fire Chief is under in, benefits, pay, not sure what original amounts were but the Fire Chief probably deserves what everyone else in that field gets- is he requesting that? LR voiced No, because he is not that kind of person, thinks he deserves what he is requesting, public safety is important to make sure someone goes to every call, he calls the County and get things done, nobody else would do the job for what he is doing it for, nobody would jump to that position- they’d run away from it, what he is requesting is nothing to what he deserves.

WR: motions for approval with 12-month probationary period

Motion by: Director Roney

Second by: Director Kalvans

Motion: To approve Resolution 2021-22 approving Fire Chief Job Description with amendment to 12-month probation period.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				

A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

4. **Review and Approve RESOLUTION 2021-23 approving General Manager Job Description**

Recommendation: Approve Resolution 2021-23 General Manager Job Description

Counsel White- General Manager job description, few more changes, duties related to personal supervisor pg.2, board members felt portion should be based on District Policies, GM is in charge of employee personnel, exceptions being General Counsel and GM all other employees are supervised by General Manager and ratified by the Board.

Board Clerk- no redline- highlighted version for clarification

Public Comments:

Owen Davis- Doesn't have anything against Rob, but feels the District needs a full-time general manager, he is supposed to be here and is never here. District Counsel explained that this item was on the Job Description for the District General Manager position not specifically Rob Roberson

Motion by: Director Kalvans

Second by: Director Gregory

Motion: To approve Resolution 2021-23 General Manager Job Description

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 02:10

5. **Review and approve contract by RESOLUTION 2021-19 with Rob Roberson as Interim General Manager/ Fire Chief (Dervin)**

Recommendation: Approve contract with Rob Roberson as Interim General Manager/ Fire Chief

Counsel White presented item- specific to R. Roberson, 2-year contract by mutual agreement is one year creating structure for second year, few changes referencing effective date 6-1-2021 and finance section 5.1

Public Comments:

Owen Davis (San Miguel Resident)- Would like to see the contract for general manager, hasn't seen anything on the website, voiced that he felt that the district needed a full-time General Manager

Board Clerk- Voiced that it has been available for over a week and that everyone here is looking at it on the website

Joseph Kohler- (San Miguel Resident) Witnessed firsthand the charisma, honesty, and leadership of Chief Roberson, goes above and beyond for his community, excellent work ethic, profession and works tirelessly around the clock for CSD & Fire dept., great friend, and tremendous leader

Liliana Rojas- (San Miguel Resident) former employee of CSD, current firefighter, started with the SMFD 10 years ago and voiced that she could work at any dept. she wanted to but likes staying here knowing this town is being taken care of and that she's helping to care for this community, last ten years been here and see three GM's, the time working under Rob he has been trying to get everything back in order, nobody would do it for the amount he is asking, all the spending has been needed for structural reasons but not spending money on the GM, people would run away from this job.

Aron Kardashian- (SM Garbage) Voiced that he has been here for 32 years and has seen a lot of GM’s come in and out, last 5 years this Board been exceptional, lot of trials with solid waste and recycling. Both staff and General Manager that are currently here are on point for requests, to get contracts done, and new regulations coming out constantly, constantly looking out for better of community, appreciate Board and CSD Staff

Jose Ventura- (San Miguel Resident) Voiced that he has been with SMFD for 3 years, great experience, thanks Rob and Scott for bringing him on, part of this community and values the Spanish part of the community

Brendin Beatty- (San Miguel Resident) work for SMFD for 2 years, first moved here got to experience of being a Firefighter, saw the recruitment sign and Rob/Scott treated him as an equal, seen all the work that Rob has done for community and station-probably doesn’t get time to sleep, outstanding guy, glad to have met him and come back day after day and feels the love.

Board Clerk- Read aloud comment from Manuel Plasencia: owner of Manny’s pizza, would like to support decision to support Rob’s contract, would be true loss to not approve

Board Clerk- Read aloud comment from Mr. Sinclair- San Miguel resident and homeowner since 2015, family long-time residents, would like to show support for contract, time volunteering on SMFD; Rob was supportive teacher and mentor, would be very big loss if BOD does not approve contract

Staff comment: Assistant Chief Scott Young- privilege of being Assistant Fire Chief and Fire Prevention Officer, Mr. Young Voiced that he has been involved with SMFD/CSD for 16 years, Rob has been apart for as long, gone through several General Managers here, multiple past General Managers were Fire Chiefs. Outside the Community full-time GM’s did not serve community, failed and spent countless dollars, need to live here in this community, proud to be apart of it, town can not afford a full-time General Manager, better financial shape under GM/Fire Chief, even when Rob is not here he is always available and only a phone call away

AK- Have known Rob since in first grade, been in this community a very long time, has been through many GMs, to hire a full-time would double how much community is paying & Rob is doing a great job.

Motion by: Director Kalvans

Second by: Director Gregory

Motion: To approve Resolution 2021-19 contract with Rob Roberson as GM/Fire Chief

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 20:00

- Review and approve Resolution 2021-24 authorizing the Director of Utilities to contract with Viborg Sand and Gravel to repair pavement on 12th street in an amount not to exceed \$23,853 and authorize a budget adjustment from Water Capital Reserve to Water Capital Outlay (50-500) in an equal amount. (Dodds)**

Recommendation: Approve Resolution 2021-24 authorizing the Director of Utilities to contract with Viborg Sand and Gravel in an amount not to exceed \$23,853 and authorize a budget adjustment in an equal amount.

Item presented by Director of Utilities Kelly Dodds- August 10th catastrophic failure of waterline alley 12th street, notified immediately, extensive damage to roadway, KD met with county inspector, only two companies provided quotes for repair, requesting Viborg perform repair work, unplanned costs for \$23,853 from Capital outlay.

Board Comment:

RW- Do we have several companies we can call on?

KD- Yes, around 5 normally but only 2 came out right away & 2 from Atascadero that declined.

RG- Voiced that paving contractors can be cheaper but only these two were available.

RR- Voiced that Kelly and all the Utility Crew were out there, came out night of incident ready to work, started at 7am next day and were done at noon, without this staff the bill would have been astronomical, all utility trucks/excavators were necessary to minimize out-sourcing, could have been catastrophic cost but saved money being in-house, and wanted to thank the Utility Department.

Public Comments:

None

Motion by: Director Sangster

Second by: Director Roney

Motion: To approve Resolution 2021-24 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 26:55

- Review and approve RESOLUTION 2021-20 authorizing the Director of Utilities to contract with Aqua Engineering for materials and labor to install a Variable Frequency Drive at Well 4 at a cost not to exceed \$12,114.04 and authorize a budget adjustment in the same amount from Water Capital Reserve to Water projects Well 4 (50-517) in an equal amount. (Dodds)**

Recommendation: Approve Resolution 2021-20 authorizing the Director of Utilities to contract with Aqua Engineering for materials and labor to install a Variable Frequency Drive at Well 4 at a cost not to exceed \$12,114.04 and authorize a budget adjustment in the same amount from Water Capital Reserve to Water Projects Well 4 (50-517) in an equal amount. (Dodds)

Item presented by Director of Utilities Kelly Dodds; Over the last 2 years, Well 4 has had numerous failures during hot weather due to larger power demand, has contacted and worked with PG&E numerous times to no avail, all info within PG&E rule; Phase 7 for power variance, demand on the grid is exacerbating regular current balance, Well site & WWTF only phase; 3 power users so the unbalance only affects the district and not the residential customers, the VFD (variable frequency drive) will prevent failure for the well and also accommodate future needs, proposal is for all materials & labor to be incorporated into existing electrical and SCADA equipment, all proposers have extensive knowledge of these installations, Aqua Engineering, Alpha Electric, Baldwin Electric.

Board Comment:

WR- What is service life of device?

KD- depending on service, about 20-25 years

RG- how well known is the VFD, and how come not told sooner, how long this has been problem?

KD-very tried and true, talked out of it by PG&E, know off & on 2.5 years, power-failure issue encouraged in summer

AS- PG&E can't stabilize the power?

KD- PG&E says it is within their allowed parameters

RG- Mentioned it will take 3 days- part of facility 3 phase?

KD- 3 days coming into facility, depending on measurements, to allow wells to run & fail, if we can get PG&E to pay for it they would have to go back to our well site and possibly back farther on report history, back to N street- which very hesitant to do.

AS- Voiced that he wanted to make sure Aqua engineering has SMCSO terms & conditions

KD- willing to pay for our expenditures, if we ask for anything beside, they are flexible

Public Comments:

None

Motion by: Director Sangster

Second by: Director Gregory

Motion: To Approve Resolution 2021-20 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 4/5 Time: 03:10

8. Discuss and Adopt Resolution 2021-25 Accepting a Notice of Contract Termination from Monsoon

Recommendation: Adopt Resolution 2021-25 accepting a Notice of Contract Termination from Monsoon Consultants for District engineering services and WWTF contract.

KD- Monsoon consultants currently acting as our engineer, due to pandemic/economic conditions will be shutting down practice, notice of termination in May, accept resolution to accept notice of termination

Public Comments:

None

Board Comment:

None

Motion by: Director Kalvans

Second by: Director Gregory

Motion: To Approve Resolution 2021-25 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

9. Discuss options for District Engineering services (Dodds)

Recommendation: Provide direction to Staff

Item presented by Director of Utilities Kelly Dodds- Discuss Monsoon Consultants letter, how board would like to move forward, 4 main options just for info, last calendar year spent \$46k, \$23k for additional project work. Option A) approve agreement with GSI-, B) issue RFQ for district engineering services-would likely have to outsource, C) solicit for engineer to work directly as contract employee-more dedicated service, D) solicit other agencies for shared engineering services- may be least expensive but less desired service. Recommend to approve contract with GSI.

Board Comment:

WR- How long would we be without engineer?

KD- next two items to approve interim contract for BR to work with GSI, until Sept. 1st if not approve, likelihood of getting RFP out and back would take at least 60 days

WR- Would it be in our advantage, continuity with our same engineer?

AS- If known in May why coming to board in August? Previous contract was range of fees, most expensive \$145/hr., current contract says \$215 per hour, asking \$70 more per hour but it says no fiscal impact

KD- voiced that there is no particular fiscal amount in this report as is only discussion, correct the cost is quite bit higher but other staff has lower rate

AS- contract stipulates \$215 per hour billed, 30% increase, is there reason we can't engage them in project by project basis- might be acceptable, taking this agreement out till 2024-25 monsoon consultants would have been doing the job anyways

KD- suggestion is to make interim contract with GSI and immediately send out RFP for interim engineer, we would be without a district engineer for a couple months, somebody has to fill the job, there are a lot of engineers in SLO county and Monterey county

RR- Voiced that he has had discussions, great concern in which direction BR would go, working close to preserve work already done, its been in discussion and a lot of work, did not know and ignore/put off, working to try to preserve progress without having to re-do

AS- respect for current District Engineer

AS- asked about insurance, what is term of duration, Discussion ensued

KD- minimum 3 months or could ask for month by month, conversations with BR about GSI interested in writing proposals for ongoing services, month to month

RG- Agreed that the District needs District Engineer

WR- voiced that he appreciated AS suggestions.

AK- Voiced that he agreed with Dr. Reely has been a great asset to San Miguel, worry about cost of trying to bring on board someone new, what would it take to grow our own District Engineer, how many years out would it be?

KD- Voiced that it would be a full-time engineer, maybe someone retired 100k a year, someone in prime 200k a year, have to add benefits, would be ideal but too expensive and hard to find, general direction is to discuss next 2 items and approve contract with GSI

Public Comments:

None

Video part 4/5 time 22:40

10. Discuss and Adopt Resolution 2021-26 Approving an Agreement for District Engineering Services with GSI Water Solutions Inc. for the Machado Wastewater Treatment Facility Project

Recommendation: Discuss and adopt Resolution 2021-26 approving an agreement with GSI Water Solutions, Inc. for District engineering services related to the Machado Wastewater Treatment Facility (WWTF)

Item presented by Director of Utilities Kelly Dodds- one of two items continuing service with GSI re: Machado Wastewater treatment plant upgrade, assuming they provide interim services, we could request as a time/material monthly contract, 87k for full contract, that engineer will take over services, their proposal to provide all services and all engineering which is still in our original allotment, GSI does not do construction drawings, if board interested in time/material monthly basis will propose that to them.

Board Comment:

AS- The total amount billed at two-hundred-fifteen dollars per hour? What would have we spent with Monsoon for the same work? Most of products

KD- Yes, hourly cost and labor units. Monsoon shows 300 hours so \$43k at \$145/hr., this particular proposal billed at Blaine’s rate however lot of work proposing is work he would have done not including construction drawings \$125/hr. addition to this, about a \$44 thousand difference, pretty significant, recommend for services provided already listed until we can secure a permanent District Engineer.

AS- voiced that he would like to do a not to exceed at the rate now, we would be switching engineers middle of project, leverage opportunities to reduce amount not to exceed in between 145/hr. and 215/hr.

WR- worst they can say is no

RG- Voiced that if we were to change and get another engineer for the WW Treatment Plant project, how much of learning curve, and are we wasting time?

KD- The District Engineer worked closely, can bring up to speed in about a month/ slightly painful but not impossible, probably get through everything and get on board, biggest concern delay working with other agencies and USDA to get funding and regulatory approval, can definitely talk to GSI to willing to meet the bill/bring them back

Public Comments:

Owen Davis- leaving and comment unrelated to Agenda item

Motion by: Director Sangster
Second by: Director Roney
Motion: To table items 10 & 11

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 4/5 time 33:18

11. Discuss and Adopt Resolution 2021-27 Approving an Agreement for Interim District Engineering Services with GSI Water Solutions Inc. (Dodds/ Dervin)

Recommendation: Discuss and adopt Resolution 2021-27 approving an agreement with GSI Water Solutions, Inc. for interim District engineering services and WWTF contract

Item Tabled

Video part 4/5 time 33:18

12. Review and approve a contract with MCD Services for On Call Drafting and Design Services (Dodds)

Recommendation: Authorize the Director of Utilities to contract with MCD Services for On Call Drafting and Design Services.

KD- Asking for on-call time and materials contract with NSPE for drafting & design service utilities for other projects but main focus wastewater treatment plant construction drawings, under monsoon consultants they charged \$125/hr. for simple services, on call as type needed service, construction drawings

Board Comment:

WR- Looking over the information and agrees

Public Comments:

None

Motion by: Director Sangster
Second by: Director Palafox
Motion: To approve contract with MCD for services for On Call Drafting & Design

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

XII. BOARD COMMENT: *Video part 5/5 time: 02:50*

AK- email the IWMA board, deadline Sept. 15th
 Board Clerk- will have discussions on IWMA on next agenda will need consensus
 RG- Understand false information running around community about myself and my business, if anyone has questions or concerns direct them at me, is causing slander and mischaracterization, childish, unprofessional, please direct questions/concerns to me.
 AK- Thanks to the public for attending the meeting
 RR- GSA meeting on 26th closed session 6:30 open at 7, Board Training on Sept. 2nd at 9am, Kallie Johnson case postponed till Sept 16th for restitution.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING 8:45:00 PM *Video part 5/5 time: 06:55*



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
 Ward Roney, Director Hector Palafox, Director Ashley Sangster, Director

REGULAR MEETING MINUTES

6:30 P.M. Closed Session 7:00 P.M. Opened Session
SMCSD Boardroom 08-26-2021

I.	Call to Order:	6:30 PM	Video part 1/4 Time: 0:01
II.	Pledge of Allegiance:	Kalvans	
III.	Roll Call:	<i>Sangster, Kalvans, Gregory, Roney, Palafox</i>	ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**
 Motion by: Director Sangster to approve Agenda
 Second by: Director Kalvans
 Motion: Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

Public Comment for items on closed session agenda
 NONE

V. **ADJOURN TO CLOSED SESSION:** Time: 6:31 PM

A. **CLOSED SESSION AGENDA:**

1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-Existing Litigation**
 Pursuant to Government Code Section 54956.9 (d)(1) Case: Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039 and Case: Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**
 Time: 7:00 PM

1. Report out of closed session by District General Counsel (Doug White- WhiteBrenner, LLP)
 1. Direction was given to Staff

VII. **Public Comment and Communications for items not on the Agenda:** **Video part 1/4 Time: 06:35**
 General Manager Rob Roberson read aloud "Board Meeting Decorum" from the Board Handbook
 Kiba Baird- Public information officer for Camp Roberts, introducing herself.
 Owen Davis- San Miguel Resident voiced his discontent with the CSD.

<p>VIII. Special Presentations/Public Hearings/Other: NONE</p>	<p>Video part 1/4 Time: 12:20</p>
<p>IX. Staff & Committee Reports – Receive & File:</p> <p>Non-District Reports:</p> <p>1. San Luis Obispo County: None</p> <p>2. Camp Roberts—Army National Guard: Kiba Baird- Public information officer for Camp Roberts, Spoke in regards to the recent events in Afghanistan, if anyone related to or affiliated with those in military service, we have resources and are prepared to assist in recovery or anything they may need, is a 10-year army veteran and combat wounded from Operation Iraqi Freedom and understands severity that goes into situations like this, can easily forget our neighbor is Camp Roberts and resources are right here, though we respond to SLO they will respond accordingly in North County as well, will be here for any questions.</p> <p>3. Community Service Organizations: Sheriff’s N Station Commander Raleigh - Presented regular monthly report for July 2021, 2,207 calls for service from north station, 469 from Templeton, 187 from San Miguel compared to last year 254, 4 for assault and battery, 3 general reports, one victim hit with a bottle, other related to domestic violence, 24 disturbance calls, elder abuse, family disturbance, no burglaries or theft, one vandalism, two trespassing, zero phone scams, 4 suspicious persons, 296 calls re fireworks in entire county San Miguel 18, had a unit here in town did not find any street racing Scott Young (President SMFA)- Annual fireworks sales very successful, thanks to everyone who participated. They were able to replace the flags at the community park, are collecting school supplies with FdVA Church-doing very well. Were able to donate some fire equipment (that was donated to the SMF dept.) to San Juan New Mexico- very well received donation to their 18 crew fire department</p> <p>District Staff & Committee Reports:</p> <p>4. Interim General Manager :</p> <p>RR- CSD continues to work under covid, the county going through 3rd surge, county hospitals 10 times up from June. 58 hospitalized and 16 now in ICU, had 5 deaths nonrecent, possibility that county could implement mask mandate, hospitalization ages are dropping average age is 50, significant increase in children with Covid in hospitals. Billing has completed scanning and auditing CSD customer files to ensure that the District has updated information, moved approx. 230 out of 900 customers to electronic payment, moving forward with getting new phone system VOIP, 20/21 financial audit is moving forward, we have received info from the county, waiting for Kramer CPA review. Alex scheduled to be here in early to mid-September. Engine 8668 was dispatched to Fresno on July 12 for 8 days then moved to Dixie fire, returned August 4th- 24-day commitment. The revenue generated from OES master mutual aid placed in capital reserve for future engine and equipment payment, 8687 was sold to Pioneer Volunteer Fire outside Folsom for \$53k- funds placed in capital reserve and made first payment for new engine, remaining \$6k designated to cover cost of build-out for new engine. Water distribution break on Aug 10th, customers were only without service for approx. 15 hours. Viborg will be coming next week. Board Clerk/Accounts Manager will be out for 3-4 weeks due to medical and available by phone after first week, Board Clerk & GM will be attending Governance Leadership Conference on the 26th through 9th, as directed by the Board during 2019 GM evaluation, first available training, cost \$650 per attendee, Account Manager was able to obtain tuition scholarship from Dr. James Hope Owens. The CSD's Directors training scheduled for Sept. 2nd will be postponed till October due to medical reasons.</p> <p>Board Comment:</p> <p>RG- Re. covid cases, are those patients vaccinated or not RR- Delta variant, vaccinated persons have contracted it, numbers increased over last week RR- Tamara was able to get scholarship, GM will need to be paid for by CSD</p> <p>5. District General Counsel: Nothing to report from WhiteBrenner</p>	<p>Video part 1/4 Time: 12:30</p> <p>Video part 1/4 time: 12:55</p> <p>Video part 1/4 time: 14:10</p> <p>Video part 1/4 time: 18:18</p> <p>Video part 2/4 time: 00:58</p>

6. District Engineer : Dr. Reely Report submitted as written Video part 2/4 time 01:04

Board Comment:

AS- what do you attribute to lower production of water over last year

BR- possibly rates and weather differences

7. Director of Utilities: Mr. Dodd Report submitted as written Video part 2/4 time 02:10

Board Comment:

RG- started including well level, was that done before? How is that related to last year? Drought? Depth? Arsenic-working with Awalt, treatment? Looking at well 2?

KD- voiced that the well levels have been in there, usually within a couple feet in same range for this kind of year, fairly stable year-round, both wells 300 ft deep, looking at every option for treatment cons mostly cost, looking for just well 2 but possible well 3 & 4

8. Fire Chief: Chief Roberson Report submitted as written Video part 2/4 time: 05:05

Public Comments for all reports:

Owen Davis- San Miguel Resident, Asked about SLT well

X. **Consent Calendar:** Video part 2/4 time: 06:57

1. **Review and Approve Board Meeting Minutes**
 - A. 7-22-2021 Regular Board Meeting
2. Approving RESOLUTION 2021-29, assignment of banking powers for Interim General Manager Robert Roberson and Financial Officer Michelle Hido for district bank accounts and removing former Financial Officer Paola Freeman.

Motion by: Director Gregory

Second by: Director Palafox

Motion: to Approve Consent Calendar as written by voice vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

XI. **Board Action Items:** Video part 2/4 time: 08:18

1. **Review, Discuss and Receive the Enumeration of Financial Report for JULY 2021**
 - A. Claims Detail Report
 - B. Statement of Revenue Budget vs Actuals
 - C. Revenue Budget vs Actual Summary
 - D. Statement of Expenditures Budget vs Actual
 - E. Cash Report

RECOMMENDATION: Review and Receive Financial Report for July 2021. Item Presented by District Financial Officer Michelle Hido

July financials are as submitted, but are not being asked to file till after the audit. When the audit is complete June, July and probably August financials will be brought back for submittal along with a year-end financial report & analysis of CSD costs. Kramer has received all reports requested, the audit is currently scheduled for September. We received rate change notices from 3 vendors: prices will go up for Great Western Alarm, White Brenner, and Pacific Premier Bank.

Board Comment:

AS- What specific are increases on three vendors mentioned?

MH- Pacific Premier mailed us 3 pages of various fee changes- some examples are NSF checks and price of copies. Western Alarm raised 10%. White Brenner 3.2% increase in their fees.

AS- Are we buying meters every month?

MH- It's an annual item.

KD- We annually budget for replacement meters. And we also buy replacement meters throughout year as needed.

AS- So we are replacing 36 meters a year?

KD- the program allotment is 40 meters a year, reflecting overall cost as it fluctuates per year

Public Comments: None

Discussion Item Only

Video part 2/4 time: 14:55

2. **Presentation and discussion on status of the Machado Wastewater Treatment Facility Upgrade Project**

Recommendation: Receive and discuss status update for Machado Wastewater Treatment Facility Upgrade
Information Item Only

BR- Presented where the District is on the Wastewater Treatment Plant and a little history, the District plant is approaching capacity, high capacity, notified in 2018 by Water Board that must begin process of upgrading and expanding plant to meet future needs of community and changing in right direction. Prepared a PowerPoint presentation- (see district website) Current plant has 4 aerated lagoons, built in the 90s, going through planning process to find different alternatives- membrane bio-reactor, gives ability to meet new requirements, ability to produce recycled water; primary project plant upgrade, future plans: solar installation to generate our own power, Monsoon Consultants began the design process, received building/design grant, Apr 2020 were able to deliver a Preliminary Engineering Report requirement by funding agency and contract to Dudek to start NEPA/CEQA, Sept 2020 adopted new general order, June 2021 received one proposal for MBR, July 2021 received administrative graph, cross review issued for Headworks screening in Nov-next step, finished design development, secured a bid for big chunk of project, finishing up procurement from headworks, and move through the final steps.

Board Comment:

AS- The \$11 plus million does include \$6.8 million for MBR? -Yes. MBR is going to be sustainable or modular, what is the cost of expansion and how involved is it to increase the capacity of that means?

BR- The expansion is predesigned to expand, quite easily. The initial plant expansion is to go to 325k gallons, from 200k gallons. Further expansion/ added module may bring it to 500k gallons. Discussion ensued.

AK- How much can we expect in funding.

BR-Conversations with USDA they have combination grant and loan, they can't promise till they do their analysis to amount how much is split between grant and loan, federal allocation program, bill going through congress right now with some money for projects like this, probably won't know for a couple months.

AK- we will need to be ready for when those grants come available- they are competitive.

BR- absolutely, we are doing a lot to be available for those grants, got many of requirements complete, will be going after all the programs they have available.

Public Comments: None

Video part 3/4 time: 02:10

3. **Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to approve the Request for Proposals (RFP) Release & Technical Specifications for the Wastewater Treatment Facility Upgrade & Expansion Headworks Screening and Grit Removal Equipment and authorize the Director of Utilities to advertise for qualified cost proposals.**

Recommendation: Discuss and authorize Director of Utilities to advertise for cost proposals from qualified Headworks Screening and Grit Removal Equipment Vendors.

Director of Utilities Kelly Dodds presented; - this is the second portion of RFP process for the plant, first MBR, then Headworks pre-screening before we get to MBR, asking to approve release of RFP. The District circulated in September due on 17th could come back to Board in October, only for Headworks' equipment. Installation will be done by general on site contractor made changes to be consistent with what was asked for by the Board. Discussion ensued.

Board Comment:

AS- In relationship to RFP documentation voiced that he does not see where communicating that any proposer will be accepting the "terms" of the District by accepting proposal- KD voiced "terms" will Add in; AS- have we looked into public purchase or other larger public bidding points of purchasing RFPs, just thinking about response of putting out to wider audience- may get wider response through larger channels.

Public Comments: None

Motion by: Director Sangster

Second by: Director Gregory

To approve the Request for Proposals (RFP) Release & Technical Specifications for the Wastewater Treatment Facility Upgrade & Expansion Headworks Screening and Grit Removal Equipment and authorize the Director of Utilities to advertise for qualified cost proposals w/ addition that proposers are accepting of the Districts Standard Terms & Conditions

Motion:

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Kalvans	X				
W. Roney	X				
H. Palafox	X				
A. Sangster	X				
R. Gregory	X				

4. Discussion on the Integrated Waste Management Authority (IWMA)

Recommendation: Discuss the status if the IWMA

Item Presented by Director of Utilities Kelly Dodds explaining that the IWMA assist city, county, and special districts applying with state assembly/senate bills relating to solid waste management, formed to create hazardous and solid waste programs- cost saving group consolidation, IWMA has 13 board members one for each city, state also formed call-recycle to be clearing house for this information that other IWMA's were collecting, Cal-Recycle purpose to manage state that everybody doing what supposed to, currently IWMA collects data from solid waste haulers such as SM Garbage, IWMA reports differently and performs site inspections, District-they provide frequent and infrequent information that can be posted to social media and included in our bills, they collect info and report back to Cal-Recycle on our behalf and make sure following all applicable regulations. On, Aug 10 SLO County Board Supervisors voted to leave IWMA over difference of opinion, Styrofoam ban, puts special districts in predicament, not a lot of information, district may in future may need to provide that monitoring and reporting, most dramatic increase in regulation is SB1383- actively trying to get out of, if we can get out would be best situation for district, if not a lot of discussion and reporting will need to be done and reported to Cal-Recycling, What will reform look like? Should District stay with IWMA? Should district attempt to join County program? What benefit does District get from being in IWMA? Does district want to take on reporting and compliance monitoring within? Should district hire consultant to provide neutral cost/benefit analysis, will be meeting with IWMA soon, the County did hire consultant to do analysis for them.

Board Comment:

AK- Voiced, don't know what to do with this, IWMA has large turnover and active investigations, don't know where the County got the 1.5 million in budget to spend on their recycling program, some of those CSD are bigger than our city and have way more people than us, want to make sure we have equal voice/standing as those larger districts, biggest thing concerned this means garbage will go up with state reporting in county areas.

KD- IWMA rejected 2-4% increase as set fee, other costs/flat rate cost were going up 5%, IWMA itself is looking accumulate 1.5 to 2 million dollars more to operate.

AK- saw that their staff report in July it said would double their budget ideally.

KD- they had to hire more people to keep up, they were trying costs increases to offset their inhouse costs.

AK- this County is so far behind, so many mandates and regulations for Recycling

KD- SB1383 is supposed to shift recyclable and solid waste to get it out of landfills

AS- based on county removing itself does this mean the membership is 7 cities and 1 representative for all CSD's

KD- Probably will be a struggle, would hope there is more representation, but most likely a new general board will have to be formed and won't know what that structure will look like till then, 5 Board of Supervisors almost 50% of GPA, too much is unknown at this point.

AK- do all the 11 districts have their own solid waste program- KD- Yes. AK- Have we heard back from friend John Luke?

KD- above and beyond they are helping us through the debacle, we can apply with everything we have right now, had conversations with them, they accumulate all data and pass it on to IWMA who passes it to Cal-Recycle, SM Garbage company had meetings with Cal-Recycle, district will have meeting with SM Garbage & Cal Recycle to know what it would be like if we go on our own- workload and financial aspect.

AK- do we know what local CSD in our area doing at this moment?

RR- when went to meeting heard what county is going to do but no feedback since decision was made?

RG- What is costs to do business with IWMA?

KD- No, direct cost out of pocket, all fees that pay for IWMA come from customers that pay for solid waste in the county or go to landfill, some used to be a flat rate and some are increasing rate, the consumers pay.

Public Comments: None

Information Item Only

5. Review and approve Resolution 2021-28 authorizing a FY 2021-22 budget adjustment of \$10,000 to new Solid Waste object SB1383 Compliance (60-650) to be transferred from Solid Waste Operational reserve.

Recommendation: Approve Resolution 2021-28 approving a budget adjustment of \$10,000 to new Solid Waste object SB1383 Compliance (60-650) to be transferred from Solid Waste Operational reserve

Item Presented by Director of Utilities Kelly Dodds explaining that he would like to create two things, contract to pay for legal fee and compliance issues relating to SB1383- estimated cost up to \$10k by end of year paid to either review ordinances and become compliant or review ordinances to become compliant and also file necessary reports to remove district from requirements of SB1383. Hoping we can do it for less.

Board Comment:

AK- Hope the cost could be a lot lower, worry about how SB1383 will do in long run, they will expect us to fund this project but will take our funding away?

KD- The County has discussed how IWMA has that clearing house, all the information they are asking for is provided by SM Garbage on regular basis, if District decides to do this on own there is an assumption that some or all fees paid by district residents will be paid to District for these programs, that would have to go through lengthy process to determine costs, is an option, wouldn't just be left to go after funding on our own, state able to provide funding to offset the development, initially going to be learning on solid waste hopefully can minimize that, always looking for state or federal funding, if we can get waiver costs will be minimized greatly.

AS- on what basis can we get a waiver? Do we meet the criteria?

KD- only available based on population per square mile, at initial overview we meet criteria, determining what we need to do to file for it, must be compliant by next year- should be compliant by January, don't start getting in trouble till July, the waivers based on population-meet that requirement, consulted for IWMA they have also stated we meet this waiver, have also heard don't need waiver, Cal-Recycle say we meet criteria also, San Miguel garbage has been greatly helpful- already provide all reports to IWMA

AK- How long is the waiver good for?

KD- the waiver lasts for 5 years, after 5 years there is a change SB1383 doesn't exist anymore but would have to reapply, some agencies bigger than us are fighting it, may not last long or get off the ground.

AK- Short term goal is to get a waiver and long-term goal is to anticipate something else from the state?

KD- Yes, to get a waiver to get off regulations required by SB1383 but there are some purchase requirements and overall compliance that will still be applied.

Public Comments:

Owen Davis (San Miguel Resident)- I think we should let San Miguel garbage handle this, they know exactly what they are doing, let them worry about the IWMA ordeal, turn it over to them and let them do what needs to be done. district we are ultimately responsible for maintaining and enforcing ordinances, there will be ordinances we will have to comply with regardless of San Miguel garbage is here to do it or not, we are very fortunate for them helping us.

Motion by: Director Kalvans

Second by: Director Sangster

Motion: To approve Resolution 2021-28 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
W. Roney	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				

Video 3/4 Time: 33:15

6. **Discuss and authorize the Director of Utilities to release a RFP for District Engineering services**

Recommendation: Authorize Director of Utilities release a RFP for District Engineering Services.

Item presented by Director of Utilities Kelly Dodds- Based on last meeting, sent out RFP for District Engineering services, that’s what is being provided right now, has been reviewed by current engineer and counsel, if there are any changes will make as necessary, goal is to get this out into the world to start getting a response and see who is interested

Board Comment:

AS- would like to include any proposer by proposing accepts the District "terms and conditions", does this have the engineer and counsels final format.

KD- they already reviewed it, and this is their comments.

RG- with this sort of RFP, do you approach companies, how does it work? Are we staying local?

KD- The District send out to all the companies known to us, normally put on CSDA, and any other engineering site we are aware of, goal is to find somebody local, depends on different firms/individuals,there are many great firms close to us, closer is preferable.

AS- Did you incorporate anything that includes a radius that the proposer must be within.

KD- the radius was 150 miles but we can include that in the RFP.

AS- how many engineers are on deck to be notified currently?

KD- do not have a list currently but believe 10 or 12 all within this county.

Public Comments: None

Motion by: Director Sangster

Second by: Director Kalvans

Motion: To approve Authorize Director of Utilities release a RFP for District Engineering Services

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
A. Sangster	X				
A. Kalvans	X				
W. Roney	X				
R. Gregory	X				

Video 4/4 Time: 4:30

7. **Discuss and authorize the Director of Utilities to purchase and install an air conditioner for the server room/ office at the Machado WWTF in an amount of \$5452.00.**

Recommendation: Authorize Director of Utilities purchase and install an air conditioner at the Machado WWTF. Item presented by Director of Utilities Kelly Dodds; This item is to purchase and install an air conditioner for the service room/ office out at treatment plant, primary focus is temperature control of the server room, it’s in a metal building, in order to keep room cooler in summertime has to keep door open but it allows the dust in, hoping to keep server room at a reasonable temperature and protect equipment from dust to prolong the life of the servers and equipment. The money is currently within the budget of treatment plant maintenance fund and no additional budget is being requested. We received 3 quotes from 3 vendors from \$4,200 to \$6,220 for purchase and on call electrician provided estimate cost not to exceed \$1,252 to bring power to the unit, requesting \$5,452 to purchase and install an air conditioner.

Board Comment:

AS- Can you tell us about the room the unit is in? Is there no climate control currently? KD- No

KD- There is a metal shop building with an office and bathroom, the servers are in that room.

WR- What is the ballpark value of the servers in the room?

KD- Each one is about a \$1,000, there is about \$5-\$6k worth of equipment associated with them, if it were to fail looking at about \$16-\$20k cost

WR- current value, which is much greater and needs to be protected.

HP- Is this server going to be used in the new treatment plant as well?

KD- The server and associated equipment will be used to the extent that they are not wiped out, most likely will be in-active use depending on when the treatment plant is completed, the type of air conditioner proposed will be able to be re-used in the server room in the new building to provide climate control for that room.

RG- what else is in that room besides the servers?

KD- servers, other paperwork, a desk that used to be used as an office.

RG- who is the winning quote?

KD- \$4200 from Hutch Heating & Air, highest from Air Left.

RG- This is a unit that will be a split?

KD- mini-split, small piece on inside, condenser on outside.

Public Comments: None

Motion by: Director Palafox

Second by: Director Roney

Motion: To Approve Authorize Director of Utilities purchase and install an air conditioner at the Machado WWTF NTE \$5452.00

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
W. Roney	X				
A. Sangster	X				
A. Kalvans	X				
R. Gregory	X				

Video part 4/4 time: 12:10

8. **Continued discussion on the Fire Department Temporary Housing unit**

Recommendation: Discuss the status and next steps for the Fire Department Temporary Housing unit Item Presented by Assistant Fire Chief Scott Young- The follow up on trilogly installation for temp housing on property, have acquired lease, received geological report from Beacon Geotechnical on June 18, findings state that the soil is suitable for proposed use, we can lodge a building on that site, have 6 potential vendors on list to contact for supplies for unit once the yard is complete, vendors on site providing documentation, have to get the permits, more information to come.

Board Comment:

RG- I know we said many months ago it'd be August, realistically now what do you think at this point?

SY- Voiced that he has heard from manufacturers may take about 6 months to fabricate a unit, if we can come to terms with a supplier that has a stock unit on site- might be sooner to process, heard from county, being gone didn't help, must wait for geotechnical to come back.

Public Comments: None

Video part 4/4 time: 15:10

9 **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project**

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects

Item presented by Director of Utilities Kelly Dodds- July averaged 142,364 gallons per day 71% of design capacity, next day 83% capacity, hovering around same amount every month, with initial projections a little off as far as when we will reach our capacity, community is doing their part

Board Comment:

AK- what is the earliest ballpark figure to get the plant up?

KD- highly dependent on environmental project, currently USDA is reviewing environmental report, county did preliminary review of report, constantly looking for grant funds, assuming that all funding falls into place best case is break ground in January or February, realistically timeframe June or July, if funding is made available sooner through USDA.

AK- if we were to get quote sooner, do they have the man work to produce our unit within this timeframe.

KD- at this point they are however advised that they have other projects that are already in the field, are willing to spot in line one for us but need assurance we are going that way, next step they would be concerned with is board approval and proceed the design and construction documents from them.

AK- with timeline, where does the MBR fit in the overall construction of plant.

KD- based on current design, going on clean slate, if we were to do the contracts at same time for site work and MBR, could be priority for site contractor to build that pad, MBR contract is pad up they would come in and build their own pad, can work backwards, one consideration that 500 year flood wall would have to be constructed after which at this point is not main concern.

Public Comments: None

XII. BOARD COMMENT: Video part 4/4 time 21:30

Board Clerk addressed AK- Previous meeting asked for info regarding nominations for IWMA, time frame for

AK- Want to thank SY and the fire crew for going out safely to the big state fires

RG- Thank the staff for the microphones

WR- How were the microphones purchased? Money well spent

RR- The microphones were purchased by district, equipment that set them up donated by fire association

XIII. ADJOURNMENT TO NEXT REGULAR MEETING Approx 8:55 PM Video part 4/4 time: 23:30



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
 Ward Roney, Director Hector Palafox, Director Ashley Sangster, Director

REGULAR MEETING MINUTES
7:00 P.M. Opened Session
SMCSD Boardroom 09-23-2021

I.	Call to Order:	9:00 PM	Video part 1/4 Time: 0:01
II.	Pledge of Allegiance:	Kalvans	
III.	Roll Call:	<i>Sangster, Kalvans, Gregory, Roney, Palafox</i>	ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**
 Motion by: Director Gregory to approve Agenda
 Second by: Director Kalvans
 Motion: Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

Public Comment for items on closed session agenda
 NONE

V. **ADJOURN TO CLOSED SESSION:**
 A. **CLOSED SESSION AGENDA:** None

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**
Time: 7:00 PM

VII. **Public Comment and Communications for items not on the Agenda:** **Video part 1/4 Time: 01:48**
 Public comment made by Owen Davis (San Miguel District Resident).
 Director Sangster read statement about Special Board Meeting on 8-19-2021; aloud and asked District General Counsel what legal item was holding up the board packet this month. *(statement available at District office)*

VIII. **Special Presentations/Public Hearings/Other:** **Video part 1/4 Time: 10:30**
 NONE

IX. **Staff & Committee Reports – Receive & File:**
Non-District Reports:
 1 San Luis Obispo County: **Video part 1/4 Time: 10:40**

Report Read by Board Clerk- Email directed to Director Kalvans from Judy Brown (San Miguel Library), Library was one of only two in California chosen for special grant given to small and rural libraries by Federal Associations, email will be on website for review. *(email available at District Office)*
San Luis Obispo Sheriff from North Station gave verbal report.

- 2 Camp Roberts—Army National Guard Video part 1/4 Time: 14:58

See Board Comment Video part 4/4 Time 01:44

Kiba Baird- Public information officer for Camp Roberts, presented information about the status of Camp Roberts.

- 3 Community Service Organizations: None Video part 1/4 Time: 15:02

District Staff & Committee Reports:

- 4 Interim General Manager : Video part 1/4 Time: 15:10

Interim General Manager Rob Roberson gave verbal report- Covid cases and statistics in San Luis Obispo County, Financial Officer Michelle Hido will be working with the auditor next week. Staff will be moving forward with switch to VOIP phone system, and moving forward with switching to Black Mountain Payroll, as well as migrating District server to the cloud for all Black Mountain Software. Board Clerk and Account Clerk are working with DWR for Covid relief funding, and all utility billing restrictions due to Covid expire September 30th. Fire Department sent engine to Caldor Fire and returned, received invoice for River Fire, ready for bid process for Temporary Housing, working to get a new emergency responder radio for station, received all components for the MDCs for the engines and they are be installed. The Director of Utilities Kelly Dodds will be meeting with San Miguel Garbage and IWMA to discuss compliance. Board Clerk and General Manager will be attending Special District Leadership Academy Conference at the end of month.

Public Comment: Public comment made by Owen Davis (San Miguel District Resident).

Board Comment: None

- 5 District General Counsel: Nothing to report from WhiteBrenner Video part 1/4 Time: 23:35

- 6 District Engineer : No report Video part 1/4 Time: 23:50

- 7 Director of Utilities: Report is as submitted with additional statement read aloud about the Headworks bids and proposals received

Board Comment: Video part 2/4 time 02:10

Director Sangster asked about Headworks bids and proposals received. Discussion ensued

President Gregory asked about coincidence of bids received, sensors and monitor failure, relief and shut-off for overdue accounts, yearly cleanup, E-waste/Mattress drop off, and rain amount.

Director Kalvans asked about conservation foreshadowing.

Video part 2/4 time: 05:05

- 8 Fire Chief: Chief Roberson Report is as submitted with additional statement read aloud about financial overview and mileage report.

Board Comment:

President Gregory asked about cleanup date on the calendar. Discussion ensued

Public Comments for all reports: None

- X. **Consent Calendar:** Video part 2/4 Time: 08:00

1. **Review and Approve Board Meeting Minutes**

A. 08-19-2021 Regular Board Meeting

Director Sangster requested Minutes be amended, discussion ensued. Item tabled until next board meeting.

Motion by: Director Gregory

Second by: Director Kalvans

Motion: to table item, bring back with changes at next Board Meeting

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

5/0/0

XI. Board Action Items:

Video part 2/4 Time: 19:50

1. Review, Discuss and Receive the Enumeration of Financial Report for AUGUST 2021

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Revenue Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

RECOMMENDATION: Review and Receive Financial Report for AUGUST 2021.

Report as submitted to be reviewed and discussed with additional notes on reviewing last fiscal years' reports in preparation for audit, item is not being asked to be filed.

Board Comment:

Director Kalvans asked regarding audit timeline and budget adjustments.

Interim General Manager responded adjustments come back for mid-year review in December, every year

Director Gregory asked about write-off amount.

Financial Officer Michelle Hido responded about White-Oak legal closure and write off from delinquent Utilities tax bill.

Public Comments: None

Discussion Item Only

Video part 2/4 Time: 25:45

2. Discuss and approve Resolution 2021-30 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the District

Recommendation: Approve Resolution 2021-30 adopting a revised fee schedule

Report submitted by Director of Utilities Kelly Dodds as written

Board Comment:

Director Sangster made a statement regarding fees billed to property owner

Director of Utilities responded District is responsible for the sewer mains and up to the water meter while beyond is property owner's responsibility.

President Gregory asked about previous price; discussion ensued.

Public Comments: None

Motion by: Director Gregory

Second by: Director Roney

Motion: To approve Resolution 2021-30 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the District

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
W. Roney	X				
A. Kalvans	X				
A. Sangster	X				

R. Gregory

X

5/0/0

Video part 2/4 Time: 30:25

3. **Discuss and Adopt Resolution 2021-27 Approving an agreement for ON-CALL District Engineering Services with GSI Water Solutions Inc.**

Recommendation: Discuss and adopt Resolution 2021-27 approving an agreement with GSI Water Solutions, Inc. for temporary ON-CALL District engineering services contract.

Item presented by Director of Utilities Kelly Dodds as submitted.

Board Comment:

Director Sangster asked question about recommendation, proposal due date, anticipation of time amount for using GSI. Discussion ensued.

Director of Utilities responded due date is tomorrow, looking for between 10 and 15 hours with GSI as we already have majority of information

Director Sangster made statement about a retroactive contract not making sense for a public entity

Public Comments: None

Motion by: Director Sangster

Second by: Director Gregory

Motion: To approve Resolution 2021-27 amended w/o retroactive position for on-call District Engineering Services with GSI Water Solutions Inc.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
W. Roney	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
R. Gregory	X				

5/0/0

Video part 3/4 Time: 02:00

4. **Review and approve change order for DUDEK in an amount not to exceed \$4,550 to complete an environmental assessment (EA) required by USDA.**

Recommendation: Authorize a change order with DUDEK in an amount of \$4,550

Item Presented by Director of Utilities Kelly Dodds report as submitted and explaining the timeline and statues to date. Discussion ensued

Board Comment:

Director Sangster made a comment about Dudek should pay for the project, does not think we should incur legal fees chasing this, and we need to get it completed, and would like Utility Director to include statement with a date to have the work complete by and for no more than the set fee.

Director of Utilities replied to the Director Sangster’s comment, we can include language in the contract and talk to legal to include liquidated damages in contract.

District General Counsel made statement in response to including language in contract and deadline with Dudek.

Director Sangster made comment in agreement with Counsel and believes this is least costly solution.

Director Kalvans made statement that there is a process for officially black-listing companies, but it can cause a ripple effect if those companies circulate to other companies. Dudek has had a history of errors and not doing the work correctly.

Director of Utilities agrees that Dudek has errors based on not putting any effort into the work, it’s less likely they will cut corners at this point however it’ll be much easier for us to correct it. If we can enforce a finite deadline with liquidated damages, we can force them to want to finish it or do it for free.

Discussion ensued about Dudek change order.

Public Comments: None

Motion by: Director Sangster

Second by: Director Gregory

Motion: To approve change order with amendment to add specific deadline for performance and if they exceed deadline there will be a penalty schedule implemented.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Kalvans	X				
A. Sangster	X				
W. Roney	X				
H. Palafox	X				
R. Gregory	X				

5/0/0

Video part 3/4 Time: 20:05

5. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project**

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

Item Presented by Director of Utilities Kelly Dodds Flow Correction: In August, the plant averaged 145,044 gallons per day (73% of hydraulic design capacity) with a max day of 203,392 gallons (103% of hydraulic design capacity).

Discussion ensued.

Director of Utilities stated the treatment plant dry sledges outside, but new process will be creating a sludge tape that is hauled off on a regular basis, our plant will improve.

Board Comment:

Director Sangster made statement about funding for MBR and managing time with Cloacina

Director of Utilities made statement that the building design plan is not applicable to another builder, if we are not able to get funding from USDA would have to aggressively seek funding from another agency. Discussion ensued

Public Comments: None

XII. **BOARD COMMENT:**

Video part 3/4 Time: 30:20

Director Kalvans submitted items for future agenda consideration to Board Clerk.

Director Sangster requested if the board packets are large to have them out to all Directors before the weekend and he will not be at October Meeting.

Director Gregory read aloud article dated September 20th, 2021 about 10 best small towns to retire in the US and the North County of San Luis Obispo was listed as one.

Camp Roberts representative Kiba Baird gave verbal report of status of Camp Roberts, see item IX.2.

Interim General Manager made statement about Board Clerk absence last month, voiced appreciation for District staff, and would like to encourage any public comment or questions.

President Gregory voiced appreciation for staff as well.

XIII. **ADJOURNMENT TO NEXT REGULAR MEETING**

8:51:00 PM



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
 Ward Roney, Director Hector Palafox, Director Asheley Sangster, Director

**REGULAR MEETING MINUTES
 6:00 P.M. Closed Session Only
 SMCSO Boardroom 10-14-2021**

I.	Call to Order:	6:00 PM
II.	Pledge of Allegiance:	Kalvans
III.	Roll Call:	<i>Gregory, Palafox, Kalvans, Sangster, Roney</i> ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**
 Motion by: Director Roney
 Second by: Director Palafox
 Motion: Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

Public Comment for items on closed session agenda
 NONE

V. **ADJOURN TO CLOSED SESSION:** Time: 6:02 PM

A. **CLOSED SESSION AGENDA:**

1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
 Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2):
 One (1) potential case

VI. **Report out of Closed Session 7:00 PM**
 Time: 7:02 PM

1. Report out of closed session by District General Counsel (Doug White, WhiteBrenner, LLP)

- The Board directed General Counsel to contract with a workplace investigator to conduct an investigation of potential misconduct by Director Ashley Sangster while in the office of Board President and subsequent to his 2021 removal from that office.
- The Board voted to waive attorney-client privilege as it relates to certain billing records and supporting documentation from General Counsel to the District regarding Director Sangster’s seeking of the General Manager position within the District.

VII.	<u>Public Comment and Communications for items not on the Agenda:</u> Perfomed after item III Roll Call: None	
VIII.-XI.	Special Presentations/Public Hearings/Other:	None
X.	Consent Calendar:	None
XI.	Board Action Items:	None
XII.	BOARD COMMENT:	None
XIII.	ADJOURNMENT TO NEXT REGULAR MEETING	7:45:00 PM

San Miguel Community Services District

Board of Directors Meeting

Staff Report

November 18, 2021

AGENDA ITEM: XI-1

SUBJECT: Discuss Board Member resignation and provide staff direction on posting a Notice of Vacancy to fill the vacant position.

STAFF RECOMMENDATION:

The Board should provide direction to staff about posting a Notice of Vacancy for the vacant Board position.

BACKGROUND DISCUSSION:

The resignation of Ashley Sangster on November 17, 2021 left a vacancy on the Board of Directors for the remaining term of office that expires in December 2022.

ACTION DISCUSSION:

Director Ashley Sangster tendered the resignation of his Board seat on November 17, 2021. In the past, when vacancies have been created due to resignations, District Staff prepares a Notice of Vacancy and posts it in public locations within the community, on the District's website as well as sending a copy of the Notice in all water bills for at least one month. The Notice will provide general information about what a prospective candidate should do to apply for the open seat on the Board. Once District Staff receives letters of interest and confirms the candidates are eligible to serve, interviews will be scheduled before the Board.

RECOMMENDATION:

It is recommended that the Board direct Staff to prepare a Notice of Vacancy with deadlines for submission of letters of interest approximately 30-45 days from the posting.

Prepared By:

Approved By:

Douglas L. White

District General Counsel

Rob Roberson

Interim General Manager/Fire Chief



San Miguel Community Services District
AGENDA ITEM: XI – 1 - 1
Financial Report

NOVEMBER 11TH, 2021

BOARD ACTION: Review the enumeration of Financial Reports for October 2021

October 2021 Revenue: \$235,864.81 User fee revenue, Property Taxes and DWR Grant

October 2021 Expenses: \$119,898.54

CSD PROJECTS:

Resolution 2021-06: Generator Project- \$230,000.00 CALOES Power Resiliency Grant

OCTOBER costs: PRW Steel \$704.60

Grant use to date: \$35,526.33 (currently 15% of the grant has been used)

Status: In Process

WWTF Expansion- SWRCB Order June 2018

OCTOBER costs: MDC Services \$1,478.75 Civil Engineering

Project costs to date: \$426,494.74

Status: In Process

Resolution 2021-05: MDC- Budget: \$20,000.00

OCTOBER costs: Drive Customs \$1,740.54 8696 & 8668 Install

Project costs to date: \$4,620.25 (34% spent thru October 2021)

Status: In Process

Fire Temporary Housing Unit-

OCTOBER costs: MDC Services \$130.00 Civil Engineering

Project costs to date: \$7,559.76

Status: In Process

Resolution 2021-20: VFD at Well 4- Budget: \$12,114.04

OCTOBER costs: 0

Status: Started

Resolution 2021-32: WWTF FRM replace Dissolved Oxygen meters- Budget: \$16,971.60

OCTOBER costs: 0

Status: Started

Resolution 2021-33: WWTF MBR- Budget: \$206,835.37/\$6,894,512.30

OCTOBER costs: 0

Status: Started

Resolution 2021-35: WWTF Headworks- Budget: \$250,231.00

OCTOBER costs: 0

Status: Started

LEGAL SERVICES

Legal bill: September bill not yet received

2021/22 LEGAL EXPENSES TO DATE:

BOARD MEETINGS:	\$ 6,576.41
CSD BOARD REQUESTS:	\$ 733.50
GENERAL CSD/ADMIN:	\$ 396.43
GENERAL HR AND HR CONTRACTS:	\$ 207.60
HR INVESTIGATION/ARBITRATION:	\$ 3,317.28
PUBLIC RECORDS REQUESTS:	\$ 1,115.89
RECALL:	\$ 521.60
SEWER:	\$ 325.20
STEINBECK:	\$ 7,021.90
WHITE OAK:	\$ 2,792.60
WATER:	\$ 4,471.50
	\$ 27,479.91

OTHER GENERAL OPERATING EXPENSES- OCTOBER

- CalPERS \$19,831.93 – October monthly
- PG&E \$14,771.82 – Facilities electrical
- US Bank \$5,984.57 – various department purchases
- California Special Districts \$5,752.00 – 2022 Membership Dues
- Coblenz, Biehle & Cramer \$2,655.00 – EDD and Audit
- FGL \$2,385.00 – monthly monitoring and testing
- Stone IT \$2,058.58 – VOIP Phone install and 2 headsets
- Drive Customs \$1,702.19 – MDC Install 8696 & 8668
- Black Mountain Software \$1,592.00 – FY21/22 Cloud Hosting
- California School Boards \$1,500.00 – SMCS D GASB Report/Audit 20/21
- Core & Main \$1,250.13 – 6 water meters
- Local IT Expert \$1,246.00 – monthly service plus VOIP and Cloud configuration
- JB Dewar - \$1,216.11 – Clear Diesel
- MDC Services \$1,608.75 – Civil Engineering THU and WWTF
- WEX Bank \$1,144.14 – various department fuel purchases

RECOMMENDATION: Review this enumeration of Financial Reports for October 2021. These items are for information and discussion only. Hold on filing till after the 2020/2021 audit is completed.

PREPARED BY:

Michelle Hido

Financial Officer

REVIEWED BY:

Rob Roberson

Interim General Manager/Fire Chief

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7243	19248S	631 CALIFORNIA SCHOOL BOARDS		1,500.00								
	GASB AMM REPORT											
1	58105V0J5S	10/01/21 GASB Report		307.50			20		62000	325		10200
2	58105V0J5S	10/01/21 GASB Report		30.00			30		63000	325		10200
3	58105V0J5S	10/01/21 GASB Report		570.00			40		64000	325		10200
4	58105V0J5S	10/01/21 GASB Report		562.50			50		65000	325		10200
5	58105V0J5S	10/01/21 GASB Report		30.00			60		66000	325		10200
	Total for Vendor: 1,500.00											
7315	19279S	466 CALIFORNIA SPECIAL DISTRICTS		5,752.00								
	Membership Renewal											
	Membership ID: 6172											
1	6172~2022	10/01/21 2022 Membership Renewal		1,179.16			20		62000	385		10200
2	6172~2022	10/01/21 2022 Membership Renewal		115.04			30		63000	385		10200
3	6172~2022	10/01/21 2022 Membership Renewal		2,185.76			40		64000	385		10200
4	6172~2022	10/01/21 2022 Membership Renewal		2,157.00			50		65000	385		10200
5	6172~2022	10/01/21 2022 Membership Renewal		115.04*			60		66000	385		10200
	Total for Vendor: 5,752.00											
7288	19280S	87 CALIFORNIA WATER ENVIRONMENT		91.00								
	ID: 000053249I											
	Collection System Maintenance Grade											
	Certification Renewal Fees											
1	53249	10/27/21 Certification Renewal Fees		91.00*			40		64000	715		10200
	Valve											
	Total for Vendor: 91.00											
7329	-99418E	416 CALPERS		5,860.59								
	CalPers 1800 Health											
	Coverage month OCTOBER 2021											
1	16558694	10/10/21 CalPers 1800 Health OCTOBER		382.73			20		62000	205		10250
2	16558694	10/10/21 CalPers 1800 Health OCTOBER		0.00			20		62000	206		10250
3	16558694	10/10/21 CalPers 1800 Health OCTOBER		95.40			20		21810			10250
4	16558694	10/10/21 CalPers 1800 Health OCTOBER		96.70			30		63000	205		10250
5	16558694	10/10/21 CalPers 1800 Health OCTOBER		0.00			30		63000	206		10250
6	16558694	10/10/21 CalPers 1800 Health OCTOBER		12.30			30		21810			10250

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7	16558694	10/10/21 CalPers 1800 Health OCTOBER	1,681.99			40	64000	64000	205		10250
8	16558694	10/10/21 CalPers 1800 Health OCTOBER	109.44			40	64000	64000	206		10250
9	16558694	10/10/21 CalPers 1800 Health OCTOBER	330.87			40	21810	21810			10250
10	16558694	10/10/21 CalPers 1800 Health OCTOBER	2,418.36			50	65000	65000	205		10250
11	16558694	10/10/21 CalPers 1800 Health OCTOBER	109.44			50	65000	65000	206		10250
12	16558694	10/10/21 CalPers 1800 Health OCTOBER	514.39			50	21810	21810			10250
13	16558694	10/10/21 CalPers 1800 Health OCTOBER	96.70			60	66000	66000	205		10250
14	16558694	10/10/21 CalPers 1800 Health OCTOBER	0.00			60	66000	66000	206		10250
15	16558694	10/10/21 CalPers 1800 Health OCTOBER	12.27			60	21810	21810			10250
7330	-99417E	416 CALPERS	501.08								
CalPers Annual Unfunded Accrued Liability											
Actuarial Valuation for Rate Plan 26019											
1	16570392	10/01/21 CalPers 3100 Retirement	102.72			20	21851	21851			10250
2	16570392	10/01/21 CalPers 3100 Retirement	10.02			30	21851	21851			10250
3	16570392	10/01/21 CalPers 3100 Retirement	190.41			40	21851	21851			10250
4	16570392	10/01/21 CalPers 3100 Retirement	187.91			50	21851	21851			10250
5	16570392	10/01/21 CalPers 3100 Retirement	10.02			60	21851	21851			10250
7331	-99416E	416 CALPERS	1,387.17								
CalPers 4680 Annual Unfunded Accrued Liability											
Classic Plan 06-30-19 Actuarial Valuation											
1	16570384	10/01/21 CalPers 3100 Retirement	0.00			20	21850	21850			10250
2	16570384	10/01/21 CalPers 3100 Retirement	69.34			30	21850	21850			10250
3	16570384	10/01/21 CalPers 3100 Retirement	624.24			40	21850	21850			10250
4	16570384	10/01/21 CalPers 3100 Retirement	624.24			50	21850	21850			10250
5	16570384	10/01/21 CalPers 3100 Retirement	69.35			60	21850	21850			10250
7332	-99415E	416 CALPERS	1,609.23								
CalPers 3100 Retirement Classic											
Classic Plan PP 08/23/2021 9/5/2021 Check Date 09/13/21											
1	16525251	09/13/21 CalPers 3100 Retirement	0.00			20	21850	21850			10250
2	16525251	09/13/21 CalPers 3100 Retirement	60.81			30	21850	21850			10250
3	16525251	09/13/21 CalPers 3100 Retirement	534.12			40	21850	21850			10250
4	16525251	09/13/21 CalPers 3100 Retirement	953.50			50	21850	21850			10250
5	16525251	09/13/21 CalPers 3100 Retirement	60.80			60	21850	21850			10250

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7333	-99414E	416 CALPERS	1,782.09								
		CalPers 3100 Retirement Classic									
		Perpa Plan PP 08/23/2021	9/5/2021 Check Date 09/13/21								
1	16525285	09/13/21 CalPers 3100 Retirement	481.06			20		21850			10250
2	16525285	09/13/21 CalPers 3100 Retirement	16.28			30		21850			10250
3	16525285	09/13/21 CalPers 3100 Retirement	709.13			40		21850			10250
4	16525285	09/13/21 CalPers 3100 Retirement	555.58			50		21850			10250
5	16525285	09/13/21 CalPers 3100 Retirement	20.04			60		21850			10250
7334	-99413E	416 CALPERS	1,609.23								
		CalPers 3100 Retirement Classic									
		Classic Plan PP 09/06/2021	09/19/2021 Check Date 09/27/21								
1	16525269	09/27/21 CalPers 3100 Retirement	0.00			20		21850			10250
2	16525269	09/27/21 CalPers 3100 Retirement	60.81			30		21850			10250
3	16525269	09/27/21 CalPers 3100 Retirement	534.12			40		21850			10250
4	16525269	09/27/21 CalPers 3100 Retirement	953.50			50		21850			10250
5	16525269	09/27/21 CalPers 3100 Retirement	60.80			60		21850			10250
7335	-99412E	416 CALPERS	1,782.54								
		CalPers 26019 Retirement/PEPRA									
		PPE 9/6/2021	9/19/2021 Payroll Check Date 09/27/2021								
1	16525301	09/27/21 CalPers 3100 Retirement	481.06			20		21851			10250
2	16525301	09/27/21 CalPers 3100 Retirement	16.29			30		21851			10250
3	16525301	09/27/21 CalPers 3100 Retirement	709.35			40		21851			10250
4	16525301	09/27/21 CalPers 3100 Retirement	555.79			50		21851			10250
5	16525301	09/27/21 CalPers 3100 Retirement	20.05			60		21851			10250
7336	-99411E	416 CALPERS	1,400.00								
		CalPers 457 Plan Contribution									
		PPE 9/6-9/19/21									
1	16566223	09/19/21 CalPers 457 Plan	90.00			20		21860			10250
3	16566223	09/19/21 CalPers 457 Plan	28.00			30		21860			10250
4	16566223	09/19/21 CalPers 457 Plan	495.00			40		21860			10250
5	16566223	09/19/21 CalPers 457 Plan	751.00			50		21860			10250
6	16566223	09/19/21 CalPers 457 Plan	36.00			60		21860			10250

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7337	-99410E	416 CALPERS		1,400.00								
		CalPers 457 Plan Contribution										
		PPE 8/9-8/22/21										
1	16539322	08/22/21 CalPers 457 Plan		90.00			20		21860			10250
3	16539322	08/22/21 CalPers 457 Plan		28.00			30		21860			10250
4	16539322	08/22/21 CalPers 457 Plan		495.00			40		21860			10250
5	16539322	08/22/21 CalPers 457 Plan		751.00			50		21860			10250
6	16539322	08/22/21 CalPers 457 Plan		36.00			60		21860			10250
7338	-99409E	416 CALPERS		1,250.00								
		CalPers 457 Plan Contribution										
		PPE 8/23/2021 9/5/2021										
1	16566219	09/05/21 CalPers 457 Plan		90.00			20		21860			10250
3	16566219	09/05/21 CalPers 457 Plan		25.00			30		21860			10250
4	16566219	09/05/21 CalPers 457 Plan		471.00			40		21860			10250
5	16566219	09/05/21 CalPers 457 Plan		631.00			50		21860			10250
6	16566219	09/05/21 CalPers 457 Plan		33.00			60		21860			10250
7339	-99408E	416 CALPERS		1,250.00								
		CalPers 457 Plan Contribution										
		PPE 7/26/2021 8/8/2021										
1	16539318	08/08/21 CalPers 457 Plan		90.00			20		21860			10250
3	16539318	08/08/21 CalPers 457 Plan		25.00			30		21860			10250
4	16539318	08/08/21 CalPers 457 Plan		471.00			40		21860			10250
5	16539318	08/08/21 CalPers 457 Plan		631.00			50		21860			10250
6	16539318	08/08/21 CalPers 457 Plan		33.00			60		21860			10250
				Total for Vendor:	19,831.93							
7324	19281S	700 CHACON, TOM		450.00								
		HYDRANT deposit refund										
		METER 18220550										
27485-05												
2	27485-05	10/15/21 HYDRANT METER DEPOSIT REFUND		450.00			50		20550			10200
				Total for Vendor:	450.00							

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7273	19250S	693 DRIVE CUSTOMS- EMERGENCY VEHICLE		1,702.19								10200
1	7106	10/12/21 MDC INSTALL - 8696 & 8668		1,702.19			20	62000		456		10200
		Total for Vendor:		1,702.19								
7321	19285S	697 DURAN, JAMIE		68.46								
		Water & Sewer deposit refund										
		700 RIVER RD #26										
21070-02												
1	20057-04	10/15/21 SEWER DEPOSIT REFUND 700 RIV		34.23			40	20550				10200
2	20057-04	10/15/21 WATER DEPOSIT REFUND 700 RIV		34.23			50	20550				10200
		Total for Vendor:		68.46								
7323	19286S	699 EYE, LYNETTE		100.00								
		Water & Sewer deposit refund										
		700 RIVER RD #21										
27420-02												
1	27420-02	10/15/21 SEWER DEPOSIT REFUND 700 RIV		50.00			40	20550				10200
2	27420-02	10/15/21 WATER DEPOSIT REFUND 700 RIV		50.00			50	20550				10200
		Total for Vendor:		100.00								
7296	19287S	107 FARM SUPPLY		151.84								
		Cust No. 61338										
1	225785	10/22/21 GLYPHOSTATE 2.5 GAL		75.92			40	64000		305		10200
2	225785	10/22/21 GLYPHOSTATE 2.5 GAL		75.92			50	65000		305		10200
		Total for Vendor:		151.84								
7282	19251S	346 FENCE FACTORY RENTALS		172.16								
1	844660	10/07/21 FENCE SLATS- MG LIFT STATION		172.16			40	64000		349		10200
		Total for Vendor:		172.16								
7246	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL		67.00								
1	183300A	09/30/21 Metals Total		67.00			50	65000		358		10200

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7298	19296S	209 PG&E #6851-8	13,684.04					
		Acct #3675186851-8						
1	10/21/21	Old Fire Station/1297 L St	26.06			20 62000	381	10200
2	10/21/21	Fire Station/1150 Mission	3,002.07			20 62000	381	10200
3	10/21/21	Water Works #1/Well 3	2,312.72			50 65000	381	10200
4	10/21/21	Bonita Pl & 16th/Well 4	1,560.46			50 65000	381	10200
5	10/21/21	N St/WWTP	6,362.18			40 64000	381	10200
6	10/21/21	2HP Booster Station	19.20			50 65000	381	10200
7	10/21/21	Mission Heights Booster	10.19			50 65000	381	10200
8	10/21/21	14th St. & K St.	63.07			50 65000	381	10200
9	10/21/21	942 Soka Way lift station	110.36			40 64000	379	10200
10	10/21/21	Missn & 12th Lanscape~St light	125.27			30 63000	381	10200
11	10/21/21	SLT Well	92.46			50 65000	381	10200
		Total for Vendor:	13,684.04					
7271	19263S	585 PRW Steel Supply	704.60					
1	393043	10/06/21 5" SCH40 PIPE BLK P.E.	704.60			50 65000	590	10200
		Total for Vendor:	704.60					
7253	19264S	226 ROBERSON, ROB	264.00					
1	10/01/21	CSDA- SDLA per diem	54.12			20 62000	386	10200
2	10/01/21	CSDA- SDLA per diem	5.28			30 63000	386	10200
3	10/01/21	CSDA- SDLA per diem	100.32			40 64000	386	10200
4	10/01/21	CSDA- SDLA per diem	99.00			50 65000	386	10200
5	10/01/21	CSDA- SDLA per diem	5.28			60 66000	386	10200
		Total for Vendor:	264.00					
7322	19297S	698 ROMAN, SERGIO ZARATE	120.00					
		Water & sewer deposit refund						
		700 RIVER RD #24						
21070-02								
1	20719-07	10/15/21 SEWER DEPOSIT REFUND 700 RIV	60.00			40 20550		10200
2	20719-07	10/15/21 WATER DEPOSIT REFUND 700 RIV	60.00			50 20550		10200
		Total for Vendor:	120.00					

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7238	19266S	533 SLO COUNTY TAX COLLECTOR	130.40								
		2021/22 Annual Secured Property Tax Bill									
		Bill Number 2021/22 021-221-012									
		Assessment 021-221-012									
		Fire Station									
1		021-221-01 10/06/21 Assessment 021-221-012 202	130.40			20		62000	960		10200
7239	19266S	533 SLO COUNTY TAX COLLECTOR	17.52								
		2021/22 Annual Secured Property Tax Bill									
		Bill Number 2020/21 021-051-015									
		Assessment 021-051-015									
		WWTP									
1		21-051-015 10/06/21 Assessment 021-051-015 202	17.52			40		64000	960		10200
7240	19266S	533 SLO COUNTY TAX COLLECTOR	11.34								
		Bill Number 2021/22 021-051-016									
		Assessment 021-051-016									
		WWTP									
1		21-051-016 10/06/21 Assessment 021-051-016 202	11.34			40		64000	960		10200
7241	19266S	533 SLO COUNTY TAX COLLECTOR	98.98								
		Bill Number 2021/22 021-051-017									
		Assessment 021-051-017									
		WWTP									
1		21-051-017 10/06/21 Assessment 021-051-017 202	98.98			40		64000	960		10200
7242	19266S	533 SLO COUNTY TAX COLLECTOR	80.24								
		2021/22 Annual Secured Property Tax Bill									
		Bill Number 2021/22 021-221-010									
		Assessment 021-221-010									
		Fire Station									
1		21-221-010 10/06/21 Assessment 021-221-010 202	80.24			20		62000	960		10200
Total for Vendor:											338.48

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
7275	19269S	282 THE BLUEPRINTER	108.75								
		Medical Forms									
1	21-851	09/16/21 PCF Medical Forms- Duplicate	108.75			20		62000	450		10200
		Total for Vendor:	108.75								
7325	19302S	301 US BANK	5,984.57								
		STATEMENT DATE 10/22/2021									
6	10/22/21	ADOBE - MONTHLY KD	3.07			20		62000	385		10200
7	10/22/21	ADOBE - MONTHLY KD	0.30			20		62000	385		10200
8	10/22/21	ADOBE - MONTHLY KD	5.70			30		63000	385		10200
9	10/22/21	ADOBE - MONTHLY KD	5.62			40		64000	385		10200
10	10/22/21	ADOBE - MONTHLY KD	0.30			50		65000	385		10200
12	10/22/21	USPS- RESOLUTION/STAMPS	12.17			60		66000	315		10200
13	10/22/21	USPS- RESOLUTION/STAMPS	1.19			30		63000	315		10200
14	10/22/21	USPS- RESOLUTION/STAMPS	22.56			40		64000	315		10200
15	10/22/21	USPS- RESOLUTION/STAMPS	22.26			50		65000	315		10200
16	10/22/21	USPS- RESOLUTION/STAMPS	1.19			60		66000	315		10200
17	10/22/21	CSDA LEADERSHIP CONF- FUEL	30.71			20		62000	485		10200
18	10/22/21	CSDA LEADERSHIP CONF- FUEL	3.00			30		63000	485		10200
19	10/22/21	CSDA LEADERSHIP CONF- FUEL	56.93			40		64000	485		10200
20	10/22/21	CSDA LEADERSHIP CONF- FUEL	56.18			50		65000	485		10200
21	10/22/21	CSDA LEADERSHIP CONF- FUEL	3.00			60		66000	485		10200
22	10/22/21	CSDA LEADERSHIP CONF- HOTEL RR	124.14			60		66000	386		10200
23	10/22/21	CSDA LEADERSHIP CONF- HOTEL RR	12.11			30		63000	386		10200
24	10/22/21	CSDA LEADERSHIP CONF- HOTEL RR	230.12			40		64000	386		10200
25	10/22/21	CSDA LEADERSHIP CONF- HOTEL RR	227.09			50		65000	386		10200
26	10/22/21	CSDA LEADERSHIP CONF- HOTEL RR	12.11			60		66000	386		10200
27	10/22/21	CSDA LEADERSHIP CONF- CAR RENT	104.60			20		62000	386		10200
28	10/22/21	CSDA LEADERSHIP CONF- CAR RENT	10.20			20		62000	386		10200
29	10/22/21	CSDA LEADERSHIP CONF- CAR RENT	193.89			30		63000	386		10200
30	10/22/21	CSDA LEADERSHIP CONF- CAR RENT	191.34			40		64000	386		10200
31	10/22/21	CSDA LEADERSHIP CONF- CAR RENT	10.20			50		65000	386		10200
32	10/22/21	CSDA LEADERSHIP CONF- HOTEL TP	114.92			60		66000	386		10200
33	10/22/21	CSDA LEADERSHIP CONF- HOTEL TP	11.21			30		63000	385		10200
34	10/22/21	CSDA LEADERSHIP CONF- HOTEL TP	213.02			40		64000	385		10200
35	10/22/21	CSDA LEADERSHIP CONF- HOTEL TP	210.22			50		65000	385		10200

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
36	10/22/21	CSDA LEADERSHIP CONF- HOTEL TP	11.21*				60	66000	66000	385		10200
42	10/22/21	ZOOM - BOARD MEETINGS	3.07				20	62000	62000	385		10200
43	10/22/21	ZOOM - BOARD MEETINGS	0.30				30	63000	63000	385		10200
44	10/22/21	ZOOM - BOARD MEETINGS	5.70				40	64000	64000	385		10200
45	10/22/21	ZOOM - BOARD MEETINGS	5.62				50	65000	65000	385		10200
46	10/22/21	ZOOM - BOARD MEETINGS	0.30*				60	66000	66000	385		10200
60	10/22/21	ADOBE - MONTHLY TP	3.07				20	62000	62000	385		10200
61	10/22/21	ADOBE - MONTHLY TP	0.30				30	63000	63000	385		10200
62	10/22/21	ADOBE - MONTHLY TP	5.70				40	64000	64000	385		10200
63	10/22/21	ADOBE - MONTHLY TP	5.62				50	65000	65000	385		10200
64	10/22/21	ADOBE - MONTHLY TP	0.30*				60	66000	66000	385		10200
65	10/22/21	RINGCENTRAL ADD LINE/OCT PHONE	56.58*				20	62000	62000	310		10200
72	10/22/21	RINGCENTRAL ADD LINE/OCT PHONE	5.52*				30	63000	63000	310		10200
73	10/22/21	RINGCENTRAL ADD LINE/OCT PHONE	104.87*				40	64000	64000	310		10200
74	10/22/21	RINGCENTRAL ADD LINE/OCT PHONE	103.49*				50	65000	65000	310		10200
75	10/22/21	RINGCENTRAL ADD LINE/OCT PHONE	5.52*				60	66000	66000	310		10200
76	10/22/21	SMFD CHRISTMAS CARDS	117.00				20	62000	62000	320		10200
80	10/22/21	USPS- RESOLUTION & STAMPS	11.89				20	62000	62000	315		10200
81	10/22/21	USPS- RESOLUTION & STAMPS	1.16				30	63000	63000	315		10200
84	10/22/21	USPS- RESOLUTION & STAMPS	22.04				40	64000	64000	315		10200
85	10/22/21	USPS- RESOLUTION & STAMPS	21.75				50	65000	65000	315		10200
86	10/22/21	USPS- RESOLUTION & STAMPS	1.16				60	66000	66000	315		10200
87	10/22/21	FIRE INVESTIGATION BOOK	78.54				20	62000	62000	386		10200
90	10/22/21	NEWEGG - AC/DC ADAPT ELO	38.35				20	62000	62000	456		10200
91	10/22/21	SUPPLYCACHE- KESTREL, LINER, C	656.54				20	62000	62000	455		10200
93	10/22/21	AMAZON- BM MICS CABLES	21.87				20	62000	62000	475		10200
94	10/22/21	AMAZON- BM MICS CABLES	2.13				30	63000	63000	475		10200
95	10/22/21	AMAZON- BM MICS CABLES	40.54				40	64000	64000	475		10200
96	10/22/21	AMAZON- BM MICS CABLES	40.01*				50	65000	65000	475		10200
97	10/22/21	AMAZON- BM MICS CABLES	2.13*				60	66000	66000	475		10200
98	10/22/21	RHYTEM DESIGN- 36 HATS	761.08				20	62000	62000	495		10200
99	10/22/21	LOWES- EXTENSION CORDS	19.85				20	62000	62000	410		10200
100	10/22/21	LOWES- EXTENSION CORDS	1.94				30	63000	63000	410		10200
101	10/22/21	LOWES- EXTENSION CORDS	36.80				40	64000	64000	410		10200
102	10/22/21	LOWES- EXTENSION CORDS	36.32				50	65000	65000	410		10200
103	10/22/21	LOWES- EXTENSION CORDS	1.94				60	66000	66000	410		10200
104	10/22/21	BLAKES - PVC	24.89				50	65000	65000	356		10200

* ... Over spent expenditure

Claim/ Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7281	192725	317 WESTERN JANITOR SUPPLY INC		54.30					
1	188724	10/07/21 OFFICE CLEANSERS		18.10			20 62000	305	10200
2	188724	10/07/21 OFFICE CLEANSERS		18.10			40 64000	305	10200
3	188724	10/07/21 OFFICE CLEANSERS		18.10			50 65000	305	10200
Total for Vendor:				54.30					
7268	-99419E	612 WEX BANK		1,144.14					
FUEL BILL CLOSING DATE: 10/07/21									
1	74898243	10/07/21 Fuel 8600 SEPTEMBER		242.12			20 62000	485	10200
2	74898243	10/07/21 Fuel 8601 SEPTEMBER		143.46			20 62000	485	10200
3	74898243	09/07/21 Fuel 8630 SEPTEMBER		0.00			20 62000	485	10200
4	74898243	10/07/21 FUEL OES DIXIE/RIVER		85.68*			20 62000	307	10200
5	74898243	10/07/21 Fuel U8632 SEPTEMBER		186.91			40 64000	485	10200
8	74898243	09/07/21 Fuel U8632 SEPTEMBER		185.91			50 65000	485	10200
9	74898243	09/07/21 Fuel U8634 SEPTEMBER		0.00			40 64000	485	10200
10	74898243	09/07/21 Fuel U8634 SEPTEMBER		0.00			50 65000	485	10200
11	74898243	09/07/21 Fuel U8636 SEPTEMBER		150.03			50 65000	485	10200
12	74898243	09/07/21 Fuel U8636 SEPTEMBER		150.03			40 64000	485	10200
Total for Vendor:				1,144.14					
7292	19304S	318 WILDHORSE PROPANE		339.82					
1	U0045979	10/23/21 PROPANE CSD		69.66			20 62000	382	10200
2	U0045979	10/23/21 PROPANE CSD		6.80			30 63000	382	10200
3	U0045979	10/23/21 PROPANE CSD		129.13			40 64000	382	10200
4	U0045979	10/23/21 PROPANE CSD		127.43			50 65000	382	10200
5	U0045979	10/23/21 PROPANE CSD		6.80			60 66000	382	10200
Total for Vendor:				339.82					
# of Claims				85					
Total Electronic Claims				74,546.14					
Total Non-Electronic Claims				20,976.07					
				53570.07					

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$13,538.99
10250 Pac Premier - Payroll	\$1,956.86
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$2,410.60
10250 Pac Premier - Payroll	\$463.07
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$17,911.16
10250 Pac Premier - Payroll	\$7,656.43
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$19,477.64
10250 Pac Premier - Payroll	\$9,965.53
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$662.06
10250 Pac Premier - Payroll	\$503.80
Total:	\$74,546.14

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40420	Ambulance Reimbursement	0.00	1,261.01	4,400.00	3,138.99	29 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
40505	CFP California Fire Foundation	0.00	0.00	15,000.00	15,000.00	0 %
	Account Group Total:	0.00	1,261.01	39,400.00	38,138.99	3 %
43000 Property Taxes Collected						
43000	Property Taxes Collected	13,208.66	23,970.10	425,798.00	401,827.90	6 %
	Account Group Total:	13,208.66	23,970.10	425,798.00	401,827.90	6 %
46000 Revenues & Interest						
46000	Revenues & Interest	9.09	81.10	0.00	-81.10	** %
46150	Miscellaneous Income	0.00	4.88	9,750.00	9,745.12	0 %
46151	Refund/Adjustments	0.00	140.50	0.00	-140.50	** %
46153	Plan Check Fees and Inspections	0.00	150.00	5,500.00	5,350.00	3 %
	Account Group Total:	9.09	376.48	15,250.00	14,873.52	2 %
	Fund Total:	13,217.75	25,607.59	480,448.00	454,840.41	5 %
30 STREET LIGHTING DEPARTMENT						
43000 Property Taxes Collected						
43000	Property Taxes Collected	4,126.80	6,292.76	135,740.00	129,447.24	5 %
	Account Group Total:	4,126.80	6,292.76	135,740.00	129,447.24	5 %
46000 Revenues & Interest						
46000	Revenues & Interest	160.18	1,815.28	0.00	-1,815.28	** %
46100	Realized Earnings	-569.80	-2,206.60	0.00	2,206.60	** %
46150	Miscellaneous Income	0.00	0.42	0.00	-0.42	** %
46151	Refund/Adjustments	0.00	5.72	0.00	-5.72	** %
	Account Group Total:	-409.62	-385.18	0.00	385.18	** %
	Fund Total:	3,717.18	5,907.58	135,740.00	129,832.42	4 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	100,302.24	378,638.59	1,001,618.00	622,979.41	38 %
	Account Group Total:	100,302.24	378,638.59	1,001,618.00	622,979.41	38 %
43000 Property Taxes Collected						
43000	Property Taxes Collected	2,053.16	3,294.97	66,956.00	63,661.03	5 %
	Account Group Total:	2,053.16	3,294.97	66,956.00	63,661.03	5 %
46000 Revenues & Interest						
46000	Revenues & Interest	29.65	233.24	0.00	-233.24	** %
46008	DWR Grants	23,114.00	23,114.00	180,000.00	156,886.00	13 %
46150	Miscellaneous Income	0.00	4,120.26	0.00	-4,120.26	** %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
	46151 Refund/Adjustments	0.00	58.96	0.00	-58.96	** %
	46155 Will Serve Processing Fees	0.00	350.00	0.00	-350.00	** %
	Account Group Total:	23,143.65	27,876.46	180,000.00	152,123.54	15 %
	Fund Total:	125,499.05	409,810.02	1,248,574.00	838,763.98	33 %
50 WATER DEPARTMENT						
	41000 Water Sales	89,251.15	364,118.05	920,172.00	556,053.95	40 %
	41000 Water Sales	89,251.15	364,118.05	920,172.00	556,053.95	40 %
	Account Group Total:					
	46000 Revenues & Interest	13.61	95.01	0.00	-95.01	** %
	46007 Revenues & Interest	0.00	4,290.17	0.00	-4,290.17	** %
	46115 CALOES Resiliency Grant	0.00	0.00	230,000.00	230,000.00	0 %
	46150 Miscellaneous Income	610.94	900.20	0.00	-900.20	** %
	46151 Refund/Adjustments	0.00	57.04	0.00	-57.04	** %
	46155 Will Serve Processing Fees	0.00	250.00	3,000.00	2,750.00	8 %
	Account Group Total:	624.55	5,592.42	233,000.00	227,407.58	2 %
	Fund Total:	89,875.70	369,710.47	1,153,172.00	783,461.53	32 %
60 SOLID WASTE DEPARTMENT						
	46000 Revenues & Interest	6.33	27.76	0.00	-27.76	** %
	46005 Franchise Fees	3,548.80	10,474.30	36,900.00	26,425.70	28 %
	46150 Miscellaneous Income	0.00	0.42	0.00	-0.42	** %
	46151 Refund/Adjustments	0.00	1.48	0.00	-1.48	** %
	Account Group Total:	3,555.13	10,503.96	36,900.00	26,396.04	28 %
	Fund Total:	3,555.13	10,503.96	36,900.00	26,396.04	28 %
	Grand Total:	235,864.81	821,539.62	3,054,834.00	2,233,294.38	27 %

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	13,217.75	25,607.59	480,448.00	454,840.41	5 %
30 STREET LIGHTING DEPARTMENT	3,717.18	5,907.58	135,740.00	129,832.42	4 %
40 WASTEWATER DEPARTMENT	125,499.05	409,810.02	1,248,574.00	838,763.98	33 %
50 WATER DEPARTMENT	89,875.70	369,710.47	1,153,172.00	783,461.53	32 %
60 SOLID WASTE DEPARTMENT	3,555.13	10,503.96	36,900.00	26,396.04	28 %
Grand Total:	235,864.81	821,539.62	3,054,834.00	2,233,294.38	27 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
105	Salaries and Wages	10,871.57	43,735.34	160,000.00	160,000.00	116,264.66	27 %
111	BOD Stipend	97.22	801.22	1,380.00	1,380.00	578.78	58 %
113	OES Payroll Tax FICA	0.00	5,447.59	0.00	0.00	-5,447.59	*** %
115	Payroll Expenses	339.70	1,533.33	2,000.00	2,000.00	466.67	77 %
116	OES Payroll Expense	0.00	90,305.34	0.00	0.00	-90,305.34	*** %
117	OES Duty Coverage	0.00	5,616.00	0.00	0.00	-5,616.00	*** %
118	OES Payroll Tax SUI	0.00	1,335.08	0.00	0.00	-1,335.08	*** %
120	Workers' Compensation	0.00	8,938.52	8,000.00	8,000.00	-938.52	112 %
121	Physicals	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
125	Volunteer firefighter stipends	1,209.90	6,881.60	45,000.00	45,000.00	38,118.40	15 %
135	Payroll Tax - FICA	514.09	1,115.45	3,100.00	3,100.00	1,984.55	36 %
140	Payroll Tax - Medicare	154.61	626.79	2,800.00	2,800.00	2,173.21	22 %
155	Payroll Tax - SUI	101.95	518.47	3,918.00	3,918.00	3,399.53	13 %
205	Insurance - Health	678.97	2,355.21	4,000.00	4,000.00	1,644.79	59 %
210	Insurance - Dental	75.06	233.30	686.00	686.00	452.70	34 %
215	Insurance - Vision	12.68	39.00	250.00	250.00	211.00	16 %
225	Retirement - PERS expense	572.82	2,302.48	5,500.00	5,500.00	3,197.52	42 %
305	Operations and Maintenance	222.69	501.63	6,000.00	6,000.00	5,498.37	8 %
307	OES Strike Team Expenses	85.68	2,511.07	0.00	0.00	-2,511.07	*** %
310	Phone and Fax Expense	1,011.57	1,997.06	475.00	475.00	-1,522.06	420 %
315	Postage, Shipping and Freight	11.89	19.62	300.00	300.00	280.38	7 %
319	Professional Svcs- Legal P.R.A.s	0.00	160.53	0.00	0.00	-160.53	*** %
320	Printing and Reproduction	117.00	117.00	600.00	600.00	483.00	20 %
321	Professional Svcs - IT Services	182.45	752.05	0.00	0.00	-752.05	*** %
323	Professional Svcs- Auditor	0.00	1,025.00	4,100.00	4,100.00	3,075.00	25 %
325	Professional Svcs - Accounting	851.78	1,666.22	2,000.00	2,000.00	333.78	83 %
326	Professional Svcs - Engineering	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
327	Professional Svcs - Legal (General)	0.00	3,131.64	11,000.00	11,000.00	7,868.36	28 %
328	Insurance - Prop and Liability	-765.52	13,944.34	24,000.00	24,000.00	10,055.66	58 %
330	Contract Labor	0.00	0.00	1,250.00	1,250.00	1,250.00	0 %
333	Professional Services - Legal (HR)	0.00	18.75	0.00	0.00	-18.75	*** %
334	Maintenance Agreements	343.93	1,890.70	10,000.00	10,000.00	8,109.30	19 %
335	Meals	0.00	0.00	600.00	600.00	600.00	0 %
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345	Mileage Expense Reimbursement	0.00	4.24	500.00	500.00	495.76	1 %
346	OES Equipt Repairs & Maint	0.00	39.17	0.00	0.00	-39.17	*** %
347	OES Vehicle Repair & Maint	0.00	830.12	0.00	0.00	-830.12	*** %
348	Safety Equipment and Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
350	Repairs and Maint - Computers	0.00	236.08	4,500.00	4,500.00	4,263.92	5 %
351	Repairs and Maint - Equip	0.00	1,053.90	7,500.00	7,500.00	6,446.10	14 %
352	Repairs and Maint - Structures	0.00	993.43	6,000.00	6,000.00	5,006.57	17 %
354	Repairs and Maint - Vehicles	680.00	1,985.40	13,000.00	13,000.00	11,014.60	15 %
370	Dispatch Services (Fire)	0.00	10,874.00	10,000.00	10,000.00	-874.00	109 %
375	Internet Expenses	97.47	389.91	1,134.00	1,134.00	744.09	34 %
376	Web Page- Upgrade/Maint	0.00	492.00	552.00	552.00	60.00	89 %
380	Utilities - Alarm Service	0.00	0.00	120.00	120.00	120.00	0 %
381	Utilities - Electric	3,028.13	3,135.93	4,500.00	4,500.00	1,364.07	70 %
382	Utilities - Propane	69.66	69.66	500.00	500.00	430.34	14 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
385	Dues and Subscriptions	1,388.67	3,427.17	10,000.00	10,000.00	6,572.83	34 %
386	Education and Training	301.58	1,421.58	4,000.00	4,000.00	2,578.42	36 %
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
394	IAFCO Allocations	0.00	1,210.52	2,250.00	2,250.00	1,039.48	54 %
395	Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
405	Software	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
410	Office Supplies	57.52	365.23	2,000.00	2,000.00	1,634.77	18 %
450	EMS Supplies	108.75	428.45	7,500.00	7,500.00	7,071.55	6 %
455	Fire Safety Gear & Equipment	797.63	797.63	3,500.00	3,500.00	2,702.37	23 %
456	VFF Assistance Grant	1,740.54	1,740.54	40,000.00	40,000.00	38,259.46	4 %
457	CFF Grant - California Fire Grant	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
465	Cell phones, Radios and Pagers	58.66	234.64	1,200.00	1,200.00	965.36	20 %
470	Communication Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
475	Computer Supplies & Upgrades	110.79	404.73	4,000.00	4,000.00	3,595.27	10 %
485	Fuel Expense	968.74	2,674.79	5,000.00	5,000.00	2,325.21	53 %
490	Small Tools & Equipment	260.80	836.28	2,500.00	2,500.00	1,663.72	33 %
495	Uniform Expense	761.08	1,654.81	3,000.00	3,000.00	1,345.19	55 %
500	Capital Outlay	0.00	-5,917.31	0.00	0.00	5,917.31	*** %
503	Weed Abatement Costs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
505	Fire Training Grounds	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
510	Fire Station Addition	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
511	Fire- Temp Housing Unit	130.00	2,377.34	0.00	0.00	-2,377.34	*** %
710	County Hazmat Dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
715	Licenses, Permits and Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
940	Bank Service Charges	0.00	7.18	0.00	0.00	-7.18	*** %
960	Property Tax Expense	210.64	210.64	220.00	220.00	9.36	96 %
	Account Total:	27,460.70	233,498.39	479,935.00	479,935.00	246,436.61	49 %
	Account Group Total:	27,460.70	233,498.39	479,935.00	479,935.00	246,436.61	49 %
	Fund Total:	27,460.70	233,498.39	479,935.00	479,935.00	246,436.61	49 %
30 STREET LIGHTING DEPARTMENT							
63000	Lighting						
63000	Lighting						
105	Salaries and Wages	930.70	3,662.42	15,500.00	15,500.00	11,837.58	24 %
111	BOD Stipend	8.75	72.75	240.00	240.00	167.25	30 %
115	Payroll Expenses	10.35	47.19	250.00	250.00	202.81	19 %
120	Workers' Compensation	0.00	370.32	500.00	500.00	129.68	74 %
135	Payroll Tax - FICA	5.50	23.67	300.00	300.00	276.33	8 %
140	Payroll Tax - Medicare	13.29	52.83	300.00	300.00	247.17	18 %
155	Payroll Tax - SUI	0.33	9.83	150.00	150.00	140.17	7 %
205	Insurance - Health	213.20	760.71	2,000.00	2,000.00	1,239.29	38 %
210	Insurance - Dental	7.08	24.74	200.00	200.00	175.26	12 %
215	Insurance - Vision	1.21	4.37	100.00	100.00	95.63	4 %
225	Retirement - PERS expense	103.76	415.37	2,500.00	2,500.00	2,084.63	17 %
305	Operations and Maintenance	19.96	49.29	2,000.00	2,000.00	1,950.71	2 %
310	Phone and Fax Expense	30.02	130.05	50.00	50.00	-80.05	260 %
315	Postage, Shipping and Freight	2.35	2.56	100.00	100.00	97.44	3 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
319	Professional Svcs- Legal P.R.A.s	0.00	14.59	0.00	0.00	0.00	-14.59 *** %
320	Printing and Reproduction	0.00	0.00	500.00	500.00	500.00	0 %
321	Professional Svcs - IT Services	17.80	71.20	0.00	0.00	0.00	-71.20 *** %
323	Professional Svcs- Auditor	0.00	100.00	400.00	400.00	400.00	25 %
325	Professional Svcs - Accounting	83.10	160.85	240.00	240.00	240.00	79.15 67 %
326	Professional Svcs - Engineering	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
327	Professional Svcs - Legal (General)	0.00	226.03	1,800.00	1,800.00	1,800.00	1,573.97 13 %
328	Insurance - Prop and Liability	0.00	925.06	1,125.00	1,125.00	1,125.00	199.94 82 %
330	Contract Labor	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	500.00	500.00	500.00	0 %
333	Professional Services - Legal (HR)	0.00	1.63	0.00	0.00	0.00	-1.63 *** %
334	Maintenance Agreements	33.55	166.40	700.00	700.00	700.00	533.60 24 %
335	Meals	0.00	0.00	150.00	150.00	150.00	0 %
340	Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0 %
345	Mileage Expense Reimbursement	0.00	0.59	150.00	150.00	150.00	149.41 0 %
348	Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
350	Repairs and Maint - Computers	0.00	5.34	150.00	150.00	150.00	144.66 4 %
351	Repairs and Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
352	Repairs and Maint - Structures	0.00	0.00	500.00	500.00	500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	10.55	10,000.00	10,000.00	10,000.00	9,989.45 0 %
354	Repairs and Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
375	Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
376	Web Page- Upgrade/Maint	0.00	48.00	100.00	100.00	100.00	52.00 48 %
380	Utilities - Alarm Service	0.00	0.00	200.00	200.00	200.00	0 %
381	Utilities - Electric	1,213.05	4,810.13	20,000.00	20,000.00	15,189.87	24 %
382	Utilities - Propane	6.80	6.80	50.00	50.00	43.20	14 %
383	Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
384	Utilities - Water/Sewer	632.99	4,461.31	15,000.00	15,000.00	10,538.69	30 %
385	Dues and Subscriptions	132.55	179.77	200.00	200.00	20.23	90 %
386	Education and Training	216.56	216.56	4,000.00	4,000.00	3,783.44	5 %
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	IAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
410	Office Supplies	5.62	17.72	500.00	500.00	482.28	4 %
465	Cell phones, Radios and Pagers	5.64	22.24	200.00	200.00	177.76	11 %
475	Computer Supplies & Upgrades	9.25	28.80	1,000.00	1,000.00	971.20	3 %
485	Fuel Expense	3.00	3.00	200.00	200.00	197.00	2 %
490	Small Tools & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
495	Uniform Expense	4.00	16.00	200.00	200.00	184.00	8 %
581	WWTP Expansion	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
582	WWTP Plant Maintenance	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
715	Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
940	Bank Service Charges	0.00	0.70	0.00	0.00	-0.70	*** %
Account Total:		3,710.41	18,329.89	132,505.00	132,505.00	114,175.11	14 %
Account Group Total:		3,710.41	18,329.89	132,505.00	132,505.00	114,175.11	14 %
Fund Total:		3,710.41	18,329.89	132,505.00	132,505.00	114,175.11	14 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
105 Salaries and Wages		15,453.87	60,359.46	289,546.00	289,546.00	229,186.54	21 %
109 Stand-by Hours		555.00	1,788.00	7,500.00	7,500.00	5,712.00	24 %
111 BOD Stipend		156.31	1,308.31	4,600.00	4,600.00	3,291.69	28 %
115 Payroll Expenses		196.66	896.45	3,400.00	3,400.00	2,503.55	26 %
120 Workers' Compensation		0.00	8,455.52	10,000.00	10,000.00	1,544.48	85 %
121 Physicals		0.00	75.00	150.00	150.00	75.00	50 %
135 Payroll Tax - FICA		95.30	403.07	4,000.00	4,000.00	3,596.93	10 %
140 Payroll Tax - Medicare		230.54	907.16	4,000.00	4,000.00	3,092.84	23 %
155 Payroll Tax - SUI		5.76	168.00	2,200.00	2,200.00	2,032.00	8 %
205 Insurance - Health		3,495.67	12,209.37	35,000.00	35,000.00	22,790.63	35 %
206 Insurance - CalPers Health Retiree		109.44	328.32	2,000.00	2,000.00	1,671.68	16 %
210 Insurance - Dental		117.04	413.26	2,100.00	2,100.00	1,686.74	20 %
215 Insurance - Vision		19.37	69.71	350.00	350.00	280.29	20 %
225 Retirement - PERS expense		1,313.91	5,265.48	22,000.00	22,000.00	16,734.52	24 %
305 Operations and Maintenance		473.26	1,294.40	8,000.00	8,000.00	6,705.60	16 %
310 Phone and Fax Expense		727.60	1,572.20	1,100.00	1,100.00	-472.20	143 %
315 Postage, Shipping and Freight		44.60	274.22	3,500.00	3,500.00	3,225.78	8 %
319 Professional Svcs- Legal P.R.A.s		0.00	262.69	0.00	0.00	-262.69	*** %
320 Printing and Reproduction		0.00	99.55	2,500.00	2,500.00	2,400.45	4 %
321 Professional Svcs - IT Services		338.20	1,326.10	0.00	0.00	-1,326.10	*** %
323 Professional Svcs- Auditor		0.00	1,900.00	7,600.00	7,600.00	5,700.00	25 %
325 Professional Svcs - Accounting		1,578.90	3,035.15	4,600.00	4,600.00	1,564.85	66 %
326 Professional Svcs - Engineering		0.00	217.50	18,000.00	18,000.00	17,782.50	1 %
327 Professional Svcs - Legal (General)		0.00	4,528.23	30,400.00	30,400.00	25,871.77	15 %
328 Insurance - Prop and Liability		0.00	12,841.72	15,000.00	15,000.00	2,158.28	86 %
329 New Hire Screening		0.00	0.00	100.00	100.00	100.00	0 %
330 Contract Labor		0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331 Professional Services - Legal (SMEA)		0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
333 Professional Services - Legal (HR)		0.00	28.53	0.00	0.00	-28.53	*** %
334 Maintenance Agreements		687.54	3,473.60	10,500.00	10,500.00	7,026.40	33 %
335 Meals		0.00	0.00	100.00	100.00	100.00	0 %
340 Meetings and Conferences		0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345 Mileage Expense Reimbursement		0.00	17.80	1,000.00	1,000.00	982.20	2 %
348 Safety Equipment and Supplies		0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
349 Repairs & Maintenance Mission Gardens		413.07	3,500.53	10,000.00	10,000.00	6,499.47	35 %
350 Repairs and Maint - Computers		0.00	97.46	1,600.00	1,600.00	1,502.54	6 %
351 Repairs and Maint - Equip		0.00	29.65	10,000.00	10,000.00	9,970.35	0 %
352 Repairs and Maint - Structures		20.88	116.39	1,500.00	1,500.00	1,383.61	8 %
353 Repairs & Maint- Infrastructure		0.00	671.80	10,000.00	10,000.00	9,328.20	7 %
354 Repairs and Maint - Vehicles		0.00	1,890.70	3,000.00	3,000.00	1,109.30	63 %
355 Testing & Supplies (WWTP)		1,642.00	2,475.00	12,000.00	12,000.00	9,525.00	21 %
374 CSD Utilities - Billing Services		314.22	889.09	0.00	0.00	-889.09	*** %
375 Internet Expenses		189.83	832.08	2,500.00	2,500.00	1,667.92	33 %
376 Web Page- Upgrade/Maint		0.00	912.00	1,000.00	1,000.00	88.00	91 %
379 Utilities- Electric Mission Gardens		110.36	401.97	2,000.00	2,000.00	1,598.03	20 %
380 Utilities - Alarm Service		115.16	282.04	650.00	650.00	367.96	43 %
381 Utilities - Electric		6,362.18	28,885.99	80,000.00	80,000.00	51,114.01	36 %
382 Utilities - Propane		129.13	129.13	1,000.00	1,000.00	870.87	13 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
383	Utilities - Trash	51.99	209.02	800.00	800.00	590.98	26 %
384	Utilities - Water/Sewer	62.77	263.02	1,000.00	1,000.00	736.98	26 %
385	Dues and Subscriptions	2,415.80	3,415.80	4,000.00	4,000.00	379.65	91 %
386	Education and Training	622.10	622.10	1,000.00	1,000.00	377.90	62 %
393	Advertising and Public Notices	0.00	19.00	2,000.00	2,000.00	1,981.00	1 %
394	IAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities Social Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	106.61	749.10	2,000.00	2,000.00	1,250.90	37 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	110.94	425.02	1,600.00	1,600.00	1,174.98	27 %
475	Computer Supplies & Upgrades	184.23	697.61	2,000.00	2,000.00	1,302.39	35 %
485	Fuel Expense	725.70	2,155.72	5,000.00	5,000.00	2,844.28	43 %
490	Small Tools & Equipment	18.47	746.35	5,739.00	5,739.00	4,992.65	13 %
495	Uniform Expense	102.24	475.95	2,000.00	2,000.00	1,524.05	24 %
500	Capital Outlay	0.00	0.00	0.00	16,971.60	16,971.60	0 %
570	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
581	WWTP Expansion	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
582	WWTP Plant Maintenance	193.50	7,588.03	32,000.00	32,000.00	24,411.97	24 %
583	WWTP Drying Pond Maintenance	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
587	WWTF Final Design/Construction	1,478.75	25,722.23	128,589.00	128,589.00	102,866.77	20 %
705	Waste Discharge Fees/Permits	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
715	Licenses, Permits and Fees	91.00	2,593.70	2,000.00	2,000.00	-593.70	130 %
805	Refundable Water/Sewer/Hydrant	0.00	1.80	0.00	0.00	-1.80	*** %
940	Bank Service Charges	0.00	13.30	0.00	0.00	-13.30	*** %
950	WWTF Exp MBR	0.00	0.00	0.00	248,093.76	248,093.76	0 %
951	WWTF Exp Headworks Equipment	0.00	0.00	0.00	250,231.00	250,231.00	0 %
960	Property Tax Expense	127.84	127.84	250.00	250.00	122.16	51 %
970	WWTF Long Term Maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
971	Loan Principal Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
972	Loan Interest Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
	Account Total:	41,187.74	211,873.29	1,248,574.00	1,763,870.36	1,551,997.07	12 %
	Account Group Total:	41,187.74	211,873.29	1,248,574.00	1,763,870.36	1,551,997.07	12 %
	Fund Total:	41,187.74	211,873.29	1,248,574.00	1,763,870.36	1,551,997.07	12 %
50 WATER DEPARTMENT							
65000	Water						
65000	Water						
105	Salaries and Wages	19,951.84	78,151.86	263,120.00	263,120.00	184,968.14	30 %
109	Stand-by Hours	555.00	1,788.00	7,500.00	7,500.00	5,712.00	24 %
111	BOD Stipend	166.62	1,382.62	4,600.00	4,600.00	3,217.38	30 %
115	Payroll Expenses	194.08	884.68	3,400.00	3,400.00	2,515.32	26 %
120	Workers' Compensation	0.00	8,503.67	10,000.00	10,000.00	1,496.33	85 %
121	Physicals	0.00	75.00	150.00	150.00	75.00	50 %
135	Payroll Tax - FICA	121.63	517.34	4,000.00	4,000.00	3,482.66	13 %
140	Payroll Tax - Medicare	294.74	1,162.42	4,000.00	4,000.00	2,837.58	29 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
155	Payroll Tax - SUI	7.26	215.43	2,200.00	2,200.00	1,984.57	10 %
205	Insurance - Health	4,535.52	15,535.22	40,000.00	40,000.00	24,384.78	39 %
206	Insurance - Calpers Health Retiree	109.44	328.32	2,000.00	2,000.00	1,671.68	16 %
210	Insurance - Dental	174.23	563.24	2,100.00	2,100.00	1,536.76	27 %
215	Insurance - Vision	29.25	99.03	350.00	350.00	250.97	28 %
225	Retirement - PERS expense	1,916.39	7,691.43	33,000.00	33,000.00	25,308.57	23 %
305	Operations and Maintenance	468.27	1,451.50	8,000.00	8,000.00	6,548.50	18 %
310	Phone and Fax Expense	720.10	1,559.18	1,100.00	1,100.00	-459.18	142 %
315	Postage, Shipping and Freight	44.01	272.46	3,500.00	3,500.00	3,227.54	8 %
319	Professional Svcs- Legal P.R.A.s	0.00	277.29	0.00	0.00	-277.29	*** %
320	Printing and Reproduction	0.00	91.72	2,500.00	2,500.00	2,408.28	4 %
321	Professional Svcs - IT Services	333.75	1,339.45	0.00	0.00	-1,339.45	*** %
323	Professional Svcs- Auditor	0.00	1,875.00	7,500.00	7,500.00	5,625.00	25 %
324	Professional Svcs - GSA-GSP	0.00	2,450.51	15,000.00	15,000.00	12,549.49	16 %
325	Professional Svcs - Accounting	1,558.12	3,019.43	4,600.00	4,600.00	1,580.57	66 %
326	Professional Svcs - Engineering	0.00	217.50	30,000.00	30,000.00	29,782.50	1 %
327	Professional Svcs - Legal (General)	0.00	11,534.89	30,000.00	30,000.00	18,465.11	38 %
328	Insurance - Prop and Liability	0.00	20,979.91	20,000.00	20,000.00	-979.91	105 %
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
332	Professional Services - Legal	0.00	7,021.90	70,000.00	70,000.00	62,978.10	10 %
333	Professional Services - Legal (HR)	0.00	30.97	0.00	0.00	-30.97	*** %
334	Maintenance Agreements	679.34	3,432.18	9,600.00	9,600.00	6,167.82	36 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345	Mileage Expense Reimbursement	0.00	21.62	1,000.00	1,000.00	978.38	2 %
348	Safety Equipment and Supplies	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
350	Repairs and Maint - Computers	0.00	100.79	1,600.00	1,600.00	1,499.21	6 %
351	Repairs and Maint - Equip	101.51	392.20	4,000.00	4,000.00	3,607.80	10 %
352	Repairs and Maint - Structures	20.87	81.70	2,000.00	2,000.00	1,918.30	4 %
353	Repairs & Maint- Infrastructure	1,217.66	6,297.99	50,000.00	50,000.00	43,702.01	13 %
354	Repairs and Maint - Vehicles	0.00	1,370.11	3,000.00	3,000.00	1,629.89	46 %
356	Testing & Supplies - Well #3 (Water)	275.71	992.72	3,500.00	3,500.00	2,507.28	28 %
357	Testing & Supplies - Well #4 (Water)	275.70	709.71	3,500.00	3,500.00	2,790.29	20 %
358	Testing & Supplies- SLT Well (Water)	406.83	1,618.86	6,000.00	6,000.00	4,381.14	27 %
359	Testing & Supplies- Other	452.00	1,232.00	6,000.00	6,000.00	4,768.00	21 %
362	Cross-Connection Control Svcs.	0.00	231.50	1,000.00	1,000.00	768.50	23 %
374	CSD Utilities - Billing Services	314.22	1,076.00	0.00	0.00	-1,076.00	*** %
375	Internet Expenses	189.82	682.10	2,500.00	2,500.00	1,817.90	27 %
376	Web Page- Upgrade/Maint	0.00	900.00	1,000.00	1,000.00	100.00	90 %
380	Utilities - Alarm Service	115.16	282.04	650.00	650.00	367.96	43 %
381	Utilities - Electric	4,058.10	18,709.20	45,452.00	45,452.00	26,742.80	41 %
382	Utilities - Propane	127.43	127.43	750.00	750.00	622.57	17 %
383	Utilities - Trash	51.99	209.02	800.00	800.00	590.98	26 %
384	Utilities - Water/Sewer	11.22	53.88	500.00	500.00	446.12	11 %
385	Dues and Subscriptions	2,378.76	3,243.15	4,000.00	4,000.00	756.85	81 %
386	Education and Training	435.29	535.29	1,000.00	1,000.00	464.71	54 %
393	Advertising and Public Notices	0.00	19.01	2,000.00	2,000.00	1,980.99	1 %
394	IAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities Social Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	105.23	503.88	2,000.00	2,000.00	1,496.12	25 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	136.98	518.86	1,500.00	1,500.00	981.14	35 %
475	Computer Supplies & Upgrades	181.92	1,216.04	0.00	0.00	-1,216.04	*** %
481	Chemicals- Well #3	0.00	568.12	4,000.00	4,000.00	3,431.88	14 %
482	Chemicals- Well #4	0.00	734.16	4,000.00	4,000.00	3,265.84	18 %
483	Chemicals- SUT Well	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
485	Fuel Expense	723.95	2,153.97	4,000.00	4,000.00	1,846.03	54 %
490	Small Tools & Equipment	18.48	649.67	6,000.00	6,000.00	5,350.33	11 %
495	Uniform Expense	102.24	476.07	1,800.00	1,800.00	1,323.93	26 %
500	Capital Outlay	0.00	23,853.00	0.00	23,853.00	0.00	100 %
517	Water Projects Well 4	0.00	0.00	0.00	12,114.04	12,114.04	0 %
520	Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
525	Water Meter Replacement	1,250.13	7,500.77	20,000.00	20,000.00	12,499.23	38 %
526	Development Meters	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
535	Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
582	WWTP Plant Maintenance	0.00	554.48	10,000.00	10,000.00	9,445.52	6 %
587	WWTF Final Design/Construction	0.00	10.44	0.00	0.00	-10.44	*** %
590	CALOES Resiliency Grant	704.60	6,760.04	230,000.00	230,000.00	223,239.96	3 %
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, Permits and Fees	0.00	1,431.70	6,500.00	6,500.00	5,068.30	22 %
805	Refundable Water/Sewer/Hydrant	0.00	1.80	0.00	0.00	-1.80	*** %
930	Interest Fees	0.00	2,523.70	60,000.00	60,000.00	57,476.30	4 %
940	Bank Service Charges	0.00	17.22	0.00	0.00	-17.22	*** %
	Account Total:	45,515.39	262,102.91	1,153,172.00	1,189,139.04	927,036.13	22 %
	Account Group Total:	45,515.39	262,102.91	1,153,172.00	1,189,139.04	927,036.13	22 %
	Fund Total:	45,515.39	262,102.91	1,153,172.00	1,189,139.04	927,036.13	22 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
66000 SOLID WASTE							
105	Salaries and Wages	981.92	3,866.09	13,810.00	13,810.00	9,943.91	28 %
111	BOD Stipend	8.75	72.75	240.00	240.00	167.25	30 %
115	Payroll Expenses	10.35	47.20	250.00	250.00	202.80	19 %
120	Workers' Compensation	0.00	370.32	500.00	500.00	129.68	74 %
135	Payroll Tax - FICA	5.80	25.05	250.00	250.00	224.95	10 %
140	Payroll Tax - Medicare	14.09	56.11	250.00	250.00	193.89	22 %
155	Payroll Tax - SUI	0.34	10.45	200.00	200.00	189.55	5 %
205	Insurance - Health	218.24	788.36	2,000.00	2,000.00	1,211.64	39 %
210	Insurance - Dental	7.59	26.26	200.00	200.00	173.74	13 %
215	Insurance - Vision	1.19	4.19	200.00	200.00	195.81	2 %
225	Retirement - PERS expense	107.77	428.46	2,000.00	2,000.00	1,571.54	21 %
305	Operations and Maintenance	19.96	42.52	2,000.00	2,000.00	1,957.48	2 %
310	Phone and Fax Expense	29.95	129.98	100.00	100.00	-29.98	130 %
315	Postage, Shipping and Freight	14.52	14.08	100.00	100.00	85.92	14 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
319	Professional Svcs- Legal P.R.A.s	0.00	14.59	0.00	0.00	-14.59	*** %
320	Printing and Reproduction	0.00	1.07	500.00	500.00	498.93	0 %
321	Professional Svcs - IT Services	17.80	71.20	0.00	0.00	-71.20	*** %
323	Professional Svcs- Auditor	0.00	342.40	400.00	400.00	57.60	86 %
325	Professional Svcs - Accounting	83.10	-81.55	250.00	250.00	331.55	-33 %
327	Professional Svcs - Legal (General)	0.00	226.02	1,600.00	1,600.00	1,373.98	14 %
328	Insurance - Prop and Liability	0.00	694.32	1,000.00	1,000.00	305.68	69 %
330	Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	500.00	500.00	500.00	0 %
333	Professional Services - Legal (HR)	0.00	1.63	0.00	0.00	-1.63	*** %
334	Maintenance Agreements	33.55	152.44	400.00	400.00	247.56	38 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	0.00	0.00	200.00	200.00	200.00	0 %
345	Mileage Expense Reimbursement	0.00	0.88	100.00	100.00	99.12	1 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
350	Repairs and Maint - Computers	0.00	18.68	150.00	150.00	131.32	12 %
351	Repairs and Maint - Equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
352	Repairs and Maint - Structures	0.00	0.00	100.00	100.00	100.00	0 %
353	Repairs & Maint- Infrastructure	0.00	1,290.92	1,000.00	1,000.00	-290.92	129 %
354	Repairs and Maint - Vehicles	0.00	0.00	200.00	200.00	200.00	0 %
374	CSD Utilities - Billing Services	45.93	45.93	0.00	0.00	-45.93	*** %
375	Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
376	Web Page- Upgrade/Maint	0.00	48.00	0.00	0.00	-48.00	*** %
382	Utilities - Propane	6.80	6.80	100.00	100.00	93.20	7 %
383	Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
384	Utilities - Water/Sewer	0.00	0.00	500.00	500.00	500.00	0 %
385	Dues and Subscriptions	126.85	181.00	150.00	150.00	-31.00	121 %
386	Education and Training	261.73	261.73	500.00	500.00	238.27	52 %
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
394	IAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
395	Community Outreach	0.00	0.00	750.00	750.00	750.00	0 %
410	Office Supplies	5.62	18.37	150.00	150.00	131.63	12 %
465	Cell phones, Radios and Pagers	6.20	24.47	150.00	150.00	125.53	16 %
475	Computer Supplies & Upgrades	9.25	28.80	0.00	0.00	-28.80	*** %
485	Fuel Expense	3.00	3.00	200.00	200.00	197.00	2 %
490	Small Tools & Equipment	0.00	0.00	500.00	500.00	500.00	0 %
495	Uniform Expense	4.00	16.00	200.00	200.00	184.00	8 %
650	SBI383 Compliance	0.00	0.00	0.00	10,000.00	10,000.00	0 %
940	Bank Service Charges	0.00	0.70	0.00	0.00	-0.70	*** %
	Account Total:	2,024.30	10,459.74	36,900.00	46,900.00	36,440.26	22 %
	Account Group Total:	2,024.30	10,459.74	36,900.00	46,900.00	36,440.26	22 %
	Fund Total:	2,024.30	10,459.74	36,900.00	46,900.00	36,440.26	22 %
	Grand Total:	119,898.54	736,264.22	3,051,086.00	3,612,349.40	2,876,085.18	20 %

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	345,428.60	0.00	0.00	1,300.19	31,413.29	312,715.12
10250 Pac Premier - Payroll	9,261.06	1,312.97	14,122.46	13,215.82	1,956.86	9,523.81
10340 Pac Premier Operational Reserve	102,529.06	13,976.86	1,261.01	0.00	0.00	117,766.93
10350 Pac Premier- Capital Reserve	359,176.48	6.33	0.00	0.00	0.00	359,182.81
10400 HOB - USDA Reserve	0.00	0.08	0.00	0.00	0.00	0.08
Total Fund	816,395.20	15,296.24	15,383.47	14,516.01	33,370.15	799,188.75
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	83,282.62	4,126.80	0.00	0.00	4,267.49	83,141.93
10250 Pac Premier - Payroll	4,269.28	1.25	1,642.56	817.29	463.07	4,632.73
10340 Pac Premier Operational Reserve	150,236.09	3.88	0.00	0.00	0.00	150,239.97
10350 Pac Premier- Capital Reserve	249,606.11	9.17	0.00	0.00	0.00	249,615.28
10400 HOB - USDA Reserve	0.00	0.11	0.00	0.00	0.00	0.11
10460 Cantella & Co. Investment Acct.	160,000.48	147.02	0.00	569.80	0.00	159,577.70
Total Fund	647,394.58	4,288.23	1,642.56	1,387.09	4,730.56	647,207.72
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	840,631.68	120,424.66	2,497.27	0.00	50,862.47	912,691.14
10250 Pac Premier - Payroll	12,592.00	23.69	27,251.08	14,403.33	7,656.43	17,807.01
10260 Pac Western Bank --Long Term	200,053.97	5.10	0.00	0.00	0.00	200,059.07
10340 Pac Premier Operational Reserve	280,319.24	7.23	0.00	0.00	0.00	280,326.47
10350 Pac Premier- Capital Reserve	917,882.94	17.11	0.00	0.00	0.00	917,900.05
10400 HOB - USDA Reserve	0.00	0.21	0.00	0.00	0.00	0.21
Total Fund	2,251,479.83	120,478.00	29,748.35	14,403.33	58,518.90	2,328,783.95
50 WATER DEPARTMENT						
10150 Cash in SLO County	77,412.40	0.00	0.00	0.00	0.00	77,412.40
10200 Operating Cash - Premier	161,085.92	94,663.61	0.00	0.00	71,275.64	184,473.89
10250 Pac Premier - Payroll	-14,701.48	23.38	35,131.19	17,841.92	9,965.53	-7,354.36
10340 Pac Premier Operational Reserve	155,285.70	4.01	0.00	0.00	0.00	155,289.71
10350 Pac Premier- Capital Reserve	272,112.52	9.48	0.00	0.00	0.00	272,122.00
10400 HOB - USDA Reserve	66,970.07	0.12	0.00	0.00	0.00	66,970.19
Total Fund	718,165.13	94,700.60	35,131.19	17,841.92	81,241.17	748,913.83
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	31,387.85	3,548.80	0.00	0.00	2,620.86	32,315.79
10250 Pac Premier - Payroll	4,557.15	1.25	1,744.47	855.12	503.80	4,943.95
10340 Pac Premier Operational Reserve	72,264.83	1.87	0.00	0.00	0.00	72,266.70
10350 Pac Premier- Capital Reserve	26,081.33	4.41	0.00	0.00	0.00	26,085.74
10400 HOB - USDA Reserve	0.00	0.05	0.00	0.00	0.00	0.05
Total Fund	134,291.16	3,556.38	1,744.47	855.12	3,124.66	135,612.23
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	45,179.59	0.00	76,789.71	76,644.27	0.00	45,325.03
10250 Pac Premier - Payroll	0.00	0.00	20,545.69	20,545.69	0.00	0.00
Total Fund	45,179.59	0.00	97,335.40	97,189.96	0.00	45,325.03
Totals	4,612,905.49	238,319.45	180,985.44	146,193.43	180,985.44	4,705,031.51

*** Transfers In and Transfers Out columns should match, with the following exceptions:
 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column.

by the total amount of these checks.



Board of Directors Staff Report

November 18th, 2021

AGENDA ITEM: XI-3

SUBJECT: Review and approve RESOLUTION 2021-36 adopting changes to the Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts and authorize the General Manager to sign the revised MOA.

RECOMMENDATION:

Approve RESOLUTION 2021-36 and authorize the General Manager to sign the revised MOA with IWMA.

The Integrated Waste Management Authority (IWMA) was formed in 1994, incorporating the County and Cities by means of a Joint Powers Agreement (JPA).

In 2001, all Special Districts with Solid Waste Powers, including San Miguel CSD, were incorporated into the IWMA through a Memorandum of Agreement (MOA).

This year the County of San Luis Obispo left the IWMA (effective 11/15/2021) which necessitated the revision of the JPA and MOA to make the following changes:

- Update IWMA membership
- Remove the provision requiring a member of the Board of Supervisors for a quorum
- Remove the county as the designated agency per Government Code. The City of SLO has agreed to be a “placeholder” designated agency for the moment.
- In addition, although not immediately required, the IWMA Board voted to remove the “supermajority” provision in Section 8.5.

Although, the changes do not immediately affect the District they do modify the existing MOA and regardless of what the District does with IWMA in the future the District will need to approve this amendment to the MOA to maintain currency within the agreement.

There are no proposed changes to the representation of the Special Districts on the IWMA Board.

FISCAL IMPACT

There is no cost to the District for these revisions aside from staff and legal time.

Once the final operational costs are determined for IWMA additional cost may be imposed on rate payers by IWMA.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment:

1. Resolution 2021-36 first amendment to MOA
2. Existing MOA
3. Proposed Changes to JPA and MOA

RESOLUTION NO. 2021-36

**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement ... "; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of one member from the governing body of each incorporated city, within the boundaries of the County of San Luis Obispo, which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF
THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT
AUTHORITY AND THE AUTHORIZED DISTRICTS**

This First Amendment to the Memorandum of Agreement ("First Amendment to the MOA") is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, EIPaso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement ("MOA") (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceana Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter "Authorized Districts")).

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors ("IWMA Board"); and

WHEREAS, in or around 2001, an MOA was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, in or around October 13, 2021, the JPA Agreement was amended ("Second Amendment to the JPA Agreement") to reflect the County of San Luis Obispo's withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

WHEREAS, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.

This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

SAN MIGUEL COMMUNITY SERVICES DISTRICT

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 18th day of November 2021.

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Doug White, District General Counsel



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

IWMA Board of Director's

Charles Bourbeau - President,
City of Atascadero

Jan Marx - Vice President,
City of San Luis Obispo

Robert Enns - Past President,
Special Districts

Debbie Arnold - Supervisor,
San Luis Obispo County Dist. 5

Karen Bright,
City of Grover Beach

Lynn Compton - Supervisor,
San Luis Obispo County Dist. 4

Bruce Gibson - Supervisor,
San Luis Obispo County Dist. 2

John Hamon,
City of Paso Robles

Jeff Heller,
City of Morro Bay

Scott Newton,
City of Pismo Beach

Dawn Ortiz-Legg - Supervisor,
San Luis Obispo County Dist. 3

John Peschong - Supervisor,
San Luis Obispo County Dist. 1

Keith Storton,
City of Arroyo Grande

IWMA Staff

Patti Toews,
Interim Executive Director

Kelly York,
SB Program Manager

Barbara Aspernelson,
Accountant

Sasha Del Giorgio,
Clerk of the Board

Jeff Minnery
Legal Counsel

Via Electronic and U.S. Mail

October 20, 2021

San Miguel CSD
Attn: Rob Roberson, Kelly Dodds and Legal Counsel
1150 Mission Street
San Miguel, CA. 93451

Re: Agency Adoption of Amendment to the IWMA Memorandum of Agreement ("MOA")

Dear Mr. Roberson, Mr. Dodds and Legal Counsel:

On October 13, 2021, the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority ("IWMA") approved "as to form" the enclosed amendment to the Memorandum of Agreement ("MOA Amendment"). The MOA was originally executed by and between the Cities, the County, and Special Districts with solid waste powers to amend the IWMA Joint Powers Agreement ("JPA") to include those Special Districts for representation on the IWMA Board. This MOA Amendment formalizes the Special Districts' acceptance of an amendment to the JPA, also approved on October 13th ("JPA Amendment"), which is described more fully below.

The revisions encompassed in the JPA Amendment are limited to those specific to board composition, quorum requirements, and the required Government Code designated agency, following the County's formal withdrawal on November 15, 2021. The "supermajority" provision in Section 8.5 is also deleted. Without this deletion, a unanimous vote could be required on any item with the request of one board member. Instead, this revision provides for a simple majority on all matters. The IWMA Executive Committee is considering the formation of an ad hoc committee to assist with further modification of the JPA in the near future. The JPA Amendment reflects a preliminary step.

For this MOA Amendment to be effective, it will need to be adopted by all member agencies. It is our anticipation that your board of directors will consider this Amendment prior to November 15, 2021.

Please contact me if you have any questions.

Sincerely,

Patti Toews, Interim Executive Director
Integrated Waste Management Authority

Enclosures:

Amendment to IWMA JPA re Quorum_redline
Amendment to IWMA MOA re JPA Amendment

**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo ~~San Luis Obispo County~~ as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the ~~COUNTY and~~ CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of ~~the five members of the Board of Supervisors of the County of San Luis Obispo and of one~~ **additional** member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, ~~including one COUNTY representative.~~ Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. ~~However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote.~~ The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IWMA.

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

This Second Amendment to the Joint Powers Agreement ("Second Amendment") dated October 13, 2021, is made by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, hereinafter called "Cities," and the County of San Luis Obispo, hereinafter called "County."

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purposes of facilitating the development of waste diversion programs and projects and of providing economies of scale on a regional basis (hereinafter referred to as the "JPA Agreement"); and

WHEREAS, in or around 2001, a memorandum of agreement ("MOA") was executed by and between the Cities, the County, and certain special districts within the County ("Authorized Districts") (collectively "parties") amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board ("First Amendment to the JPA Agreement"); and

WHEREAS, Section 7.2 (b) of the JPA Agreement provides that "[r]epresentatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement . . ."; and

WHEREAS, Section 8.5 of the JPA Agreement provides that to establish a quorum of the IWMA Board, there must be present a majority of representatives, "including one COUNTY representative"; and

WHEREAS, on September 14, 2021, the County Board of Supervisors voted to withdraw from the IWMA with an effective date of November 15, 2021; and

WHEREAS, to facilitate the continued operation of the IWMA Board of Directors without the County as a member jurisdiction, this Second Amendment to the JPA Agreement is necessary to (1) revise the representative members of the IWMA Board of Directors to eliminate the participation of the County Board of Supervisors; and (2) eliminate the requirement that a County representative is required to establish a quorum of the IWMA Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Section 5.3 of the JPA Agreement is amended and restated as follows:

Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code.

2. Section 7.2 (b) of the JPA Agreement is amended and restated as follows:

Representatives of the CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of one member from the governing body of each incorporated city, within the boundaries of the County of San Luis Obispo, which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

3. Section 8.5 of the JPA Agreement is amended and restated as follows:

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

4. All other terms and conditions of the JPA Agreement will remain in full force and effect.
5. Effective Date. This Second Amendment shall become effective upon the adoption and execution of all member agencies and the formal exit of the County of San Luis Obispo from the IVMA.

IN WITNESS WHEREOF, the parties have each caused this Second Amendment to the JPA to be executed by their duly authorized representative effective upon the execution by all member agencies.

**FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF
THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT
AUTHORITY AND THE AUTHORIZED DISTRICTS**

This First Amendment to the Memorandum of Agreement (“First Amendment to the MOA”) is executed on the date below stated, by and between the Member Jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (the County of San Luis Obispo and the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo) and the special district parties to the Memorandum of Agreement (“MOA”) (Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District (hereinafter “Authorized Districts”)).

RECITALS

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

WHEREAS, in or around 2001, an MOA was executed by and between the incorporated cities, the County of San Luis Obispo, and the Authorized Districts amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board (“First Amendment to the JPA Agreement”); and

WHEREAS, in or around October 13, 2021, the JPA Agreement was amended (“Second Amendment to the JPA Agreement”) to reflect the County of San Luis Obispo’s withdrawal from the IWMA (a true and correct copy of the Second Amendment to the JPA Agreement is attached hereto as Exhibit A); and

WHEREAS, by this First Amendment to the MOA, the parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The parties hereto desire to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amendment to the JPA Agreement.
2. All other terms and conditions of the MOA will remain in full force and effect.

This First Amendment to the MOA may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have each caused this First Amendment to the MOA to be executed by their duly authorized representative effective upon the execution by all member agencies.

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

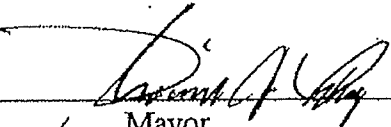
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

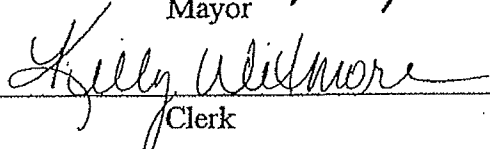
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

By: 
Mayor

Date: 4/30/01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01
Mayor

[Signature] Resolution No. N/A
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 04-11-01

CITY OF GROVER BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk

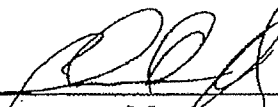
Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By: 
Mayor Richard W. Neufeld

Date: April 16, 2001


Clerk Michelle A. Greene

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: [Signature]
Vice-Mayor

Date: May 14, 2001

[Signature]
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/20/01

CITY OF PISMO BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Natoli
Mayor

Date: 4-3-01

Tharon Jones
Clerk

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: [Signature]
Mayor
[Signature]
Clerk

Date: 6/7/01

Resolution No. Minute Action 6/6/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: Julie L. Rodewald
Chairperson

Date: 7-10-01

JULIE L. RODEWALD

Resolution No. _____

Clerk
By: Cheri Caspini
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: *Don Clark*
Chair
H. Carl
Clerk

Date: 3-16-01

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *Ph.D. Shanahan*
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Chair

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Paul Harris*
Chair

Date: *May 14, 2001*

J. W. Blair
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: 7-12-01

Donna K. Johnson
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL SANITARY DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk


Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

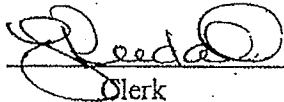
By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

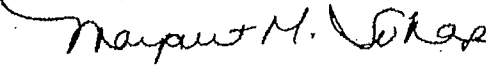
By:  _____
Vice Chair

Date: 5-23-01

 _____
Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By:  _____
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: *Robert B. Espinal*
Chair

Date: 3/20/01

Bonnie E. Connolly
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: _____
Chair~~

~~Date: _____~~

~~_____~~
Clerk

~~Resolution No. _____~~

APPROVED AS TO FORM AND LEGAL EFFECT:

Lyon + Carmel
By: *[Signature]*
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: [Signature]
Chair

Date: 7-20-01

[Signature]
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Bowker
Chair

Date: April 5, 2001

[Signature]
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Attorney

Dated: _____

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

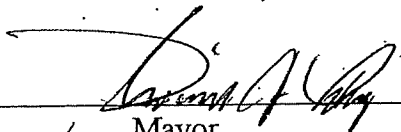
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

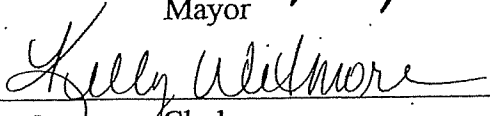
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

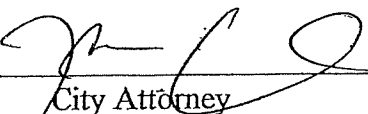
By: 
Mayor

Date: 4/30/01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____


APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF GROVER BEACH

By:  _____
Mayor Richard W. Neufeld

Date: April 16, 2001

 _____
Clerk Michelle A. Greene

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Natoli
Mayor

Date: 4-3-01

Sharon Jones
Clerk

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: *Julie L. Rodewald*
Chairperson

Date: 7-10-01

JULIE L. RODEWALD
Clerk

Resolution No. _____

By: *Cheri Caspino*
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Deputy County Counsel

Dated: 5-09-01

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Patty Harris*
Chair

Date: *May 14, 2001*

J. H. Ellman
Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Attorney

Dated: *5/17/01*

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

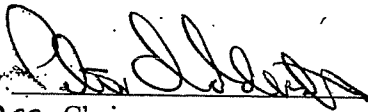
Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

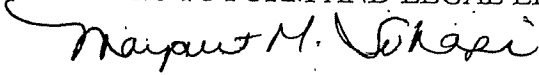
By: 
Vice Chair

Date: 5-23-01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Dated: 5-15-01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Harris
Chair

Date: 7-20-01

Tammie A. ...
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

JOINT POWERS AGREEMENT

**TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES AND COUNTY OF
SAN LUIS OBISPO, CALIFORNIA**

**JOINT POWERS AGREEMENT
TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES AND COUNTY OF SAN LUIS OBISPO, CALIFORNIA**

THIS JOINT POWERS AGREEMENT is made and entered into this 10th day of May, 1994, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "CITIES," and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY," as follows:

WHEREAS, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, it is desirable that a single agency be created by and with the consent of CITIES and COUNTY to advise, plan for, suggest, and implement solutions to common solid waste problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation

requires, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, the CITIES and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilities for the collection, transportation, processing and disposal of the solid waste, including recyclables, generated within their jurisdictions; and

WHEREAS, the CITIES and COUNTY believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act more effectively than if they exercise those powers separately; and

WHEREAS, the CITIES and COUNTY intend by this Agreement to exercise their respective powers jointly and to exercise such additional powers as are available for the purpose of achieving their waste diversion goals, complying with the Integrated Waste Management Act and developing integrated resource recovery facilities for the benefit of all CITIES and COUNTY; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this Agreement, to establish a regional agency in accordance with Public Resources Code Section 40973; and

WHEREAS, the CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780); and

WHEREAS, the CITIES and COUNTY desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (PRC Sec. 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.) and all regulations adopted under that legislation, as that legislation and those regulations may be amended from time to time.

1.2 "Agreement" means this Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 "Authority" means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 "Board" means the Board of Directors of the Authority.

1.5 "City" means any Member that is a city, and "Cities" means all of the Members that are cities.

1.6 "Composting Facility" means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. ("Compost" means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. "Compost" includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.7 "County" means the unincorporated areas of San Luis Obispo County, California.

1.8 "Fiscal Year" means the period commencing on each July 1 and ending on the following June 30.

1.9 "HHW" means household hazardous waste as described in the household hazardous waste element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.10 "HHWE" means the Household Hazardous Waste Element as required by the Act (California Public Resources Code Sections 40000 et seq.) as that element may be amended from time to time.

1.11 "Joint Facilities" means a materials recovery facility, composting or HHW Facility, or combination thereof, which is located within the boundary of the Authority and is owned by some or all of the members directly, or by the Authority, or by private entity, for the benefit of some or all of the members.

1.12 "Manager" means the person hired and appointed by the Board as the Authority's administrative officer to administer the affairs of the Authority and to effect the policies of the Board.

1.13 "Member" means any of the signatories to this Agreement and "Members" means all of the signatories to this Agreement.

1.14 "MRF" means a "materials recovery facility" which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, "Definitions.") "MRF" means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (PRC 50000(a)(4).)

1.15 "NDFE" means a Nondisposal Facility Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

1.16 "Revenue Bonds" means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.17 "Sole Use Facilities" means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one member or a private entity, but in all events is operated for the benefit of one or more, but not all, of the Members.

1.18 "Solid Waste Landfill" shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.19 "SRRE" means a Source Reduction And Recycling Element as required by the Act (California Public Resources Code Sections 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

*This Agreement is entered into for the purposes of providing for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to achieve our waste diversion goals. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.

The members enter the agreement with the intent to operate the Authority in compliance with the requirements of the Act, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each city and the County are described in the applicable adopted plans. The Authority is formed with the purpose and intent of

facilitating the development of programs and projects that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Members hereby create and establish an authority and public entity to be known as the "San Luis Obispo County Integrated Waste Management Authority," (hereinafter referred to as Authority) it being understood that the Board shall be entitled to change the Authority's name from time to time if it so chooses. The Authority shall be a public entity separate from each of the Members.

3.2 The Authority shall constitute a regional agency pursuant to Public Resources Code Section 40973. Said regional agency, and not the CITIES and COUNTY which are members of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in the Public Resources Code, Article 1 of Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 12 of this Agreement shall provide for indemnification for the benefit of the regional agency and its members as specifically set forth therein.

3.3 The assets, rights, debts, liabilities and obligations of the Authority shall not constitute assets, rights, debts, liabilities or obligations of any of the Members. However, nothing in this Agreement shall prevent any Member from separately contracting for, or assuming responsibility for, specific debts, liabilities or obligations of

the Authority, provided that both the Board and that Member approve such contract or assumption.

SECTION 4. Term.

The Authority shall become effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 13 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 5. Powers.

5.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, a MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and, to the extent permitted by the Act and this Agreement, implement the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the Authority's boundary. Notwithstanding any other provisions of this agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid

waste landfills, recycling, or composting facilities owned or operated by member jurisdictions without the express written consent of such member(s).

5.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts, including contracts with any Member;
- (b) to apply for and accept grants, advances and contributions;
- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 5.1 herein, as well as any and all services provided by the Authority;
- (i) to hire agents and employees;

- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 5.1 herein;
- (l) to sell or lease the facilities identified in Paragraph 5.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 5.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority.

5.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law and such restrictions upon the manner of exercising such powers as are imposed by law upon the Members in the exercise of

similar powers. In no event shall the Authority be authorized to exercise any power not expressly authorized. The Authority hereby designates San Luis Obispo County as the Member required to be designated by Section 6509 of the California Government Code.

5.4 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 5.2 (j) is or will be located.

SECTION 6. Boundaries.

The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority.

SECTION 7. Organization.

7.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

7.2 Membership:

(a) Membership in the Authority shall be voluntary, but only the County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority.

(b) Representatives of the COUNTY and CITIES shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of the member agencies. Representatives to the Authority shall consist of the five members of the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited to one representative. Representatives shall serve so long as they hold office with their member agency or until they shall resign or be removed by a majority vote of their member agency. Vacancies among representatives shall be filled in the same manner as the first appointment.

- (c) Member agencies may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected official and shall be able to vote only in the absence of the official representative.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Manager of the Authority by the appointing agency.
- (e) In addition to the incorporated cities presently a party to this Agreement, any other city which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.
- (f) Membership shall be contingent upon the execution of this Joint Powers Agreement and subsequent annual ratification.

7.3 Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority. The Board may change that principal office upon giving at least 15 days' notice to each Member and to the California Integrated Waste Management Board.

7.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice-President elected for a term of one year by a majority vote of member agency representatives to the Authority.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of said year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President
 - a) Shall preside over all meetings of the Board as Chairman.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall exercise general supervision over all activities of said Authority.
 - d) Shall be an ex-officio member of all committees.
 - e) Shall execute all contracts and legal documents on behalf of the Authority.
 - 2) Vice-President
 - a) Shall serve as Chairman pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President in administering of the Authority.
 - c) Shall be an ex-officio member of all committees.

- (c) In the event of a vacancy occurring in the office of either the President or Vice-President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be filled by majority vote of the Authority, the officer elected to serve for the balance of the unexpired term.

7.5 Manager. The Board shall employ or contract for the services of a manager (the "Manager") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified manager using professional personnel standards and an open competitive process. The Manager shall plan, organize and direct the administration and operations of the Authority, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall carry out such other duties that may be assigned to the Manager by the Board from time to time and shall attend meetings of the Board. —

7.6 Committees.

- (a) Committees and subcommittees may be established as the Board may deem appropriate.
- (b) Membership on "ad-hoc" policy committees shall be at the discretion of the President subject to ratification by the Board. Nothing herein shall be construed to limit membership on

these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and a Solid Waste Technical Advisory Committee. The composition and bylaws of the standing committees shall be established by the Board by resolution.

SECTION 8. Meetings of the Board.

8.1 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be held shall be fixed by resolution of the Board.

8.2 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the California Government Code.

8.3 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the California Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

8.4 Minutes. The Manager shall cause minutes of all meetings of the Board and any committees of the Board to be kept and shall, after each meeting, cause a copy of the minutes to be forwarded to each member.

8.5 Quorum and voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of representatives, including one COUNTY representative. Each representative shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote. The representatives to the Authority shall adopt such procedures as are consistent with this Agreement and necessary to conduct the business of the Authority in an orderly manner.

8.6 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the "MOA"). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the "Tipping Fee Surcharges") which shall be paid into a Solid Waste Authority–Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget, and shall be paid out of the solid waste fund derived from tipping fee surcharges and other sources as approved by the Authority.

The line item and program budget shall be submitted in draft form to all member agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 5.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Manager to expend funds for the purposes outlined in the approved budget, but subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 5.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the Board. Approval of the budgets for the facilities identified in Paragraph 5.1 herein shall constitute authority for the Manager (or any trustee or other fiduciary appointed by the Authority) to receive state or

federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 5.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Member or Members. When such budgets are adopted by affected members appropriate accounts shall be established by the Authority and designated as such Member's or Members' fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Member or Members. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Member or Members, in which case such budgets shall not be a part of the budget of the Authority.

8.7 Rules of Procedure. The Board shall from time to time, establish rules and procedures for the conduct of their meetings.

SECTION 9. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by member agencies. All

monies in the joint operating fund shall be paid out by the Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Controller and Manager of demands for payment, or as otherwise authorized by resolution of the Board filed with the Treasurer. No Member shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 5.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 9, without that Member's consent evidenced by a written instrument signed by a duly authorized representative of that Member.

The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by the Public Utilities Code Section 99245.

9.1 Treasurer. The Treasurer of San Luis Obispo County shall be the Treasurer of the Authority. The Treasurer shall:

- a). Receive and receipt all money of the Authority and place it in the Treasury of San Luis Obispo County to the credit of the Authority.
- b). Be responsible for the safekeeping and disbursement of all Authority money held by him/her.
- c). Pay any sums due from the Authority, from Authority funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.
- d). Invest funds.

The Authority shall reimburse the Treasurer for the actual cost of services rendered.

9.2 Controller. The Auditor-Controller of the County of San Luis Obispo shall be the Controller for the Authority. The Controller shall:

- a). Draw warrants to pay demands against the Authority when the demands have been approved by the Authority Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.
- b). Keep and maintain records and books of accounts including keeping separate sub accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.
- c). Make available all such financial records of the Authority to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards.
- d). Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the

Authority, the amount of receipts since his/her last report, and interest accrued to those funds.

The Authority shall reimburse the Auditor/Controller for the cost of services rendered.

SECTION 10. Records and Accounts.

This Section and Section 9 are intended to insure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or joint use or sole use facility and all financial transactions of the Members relating to any service or joint use or sole use facility. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses or charges to be paid by all or any of the Members. The books of account shall be open to inspection at all times by a representative or agent of any of the Members. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 11. Rates.

The Authority shall establish and regulate rates to be charged at the new facilities identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities, the acquisition and construction of facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and implementation of activities required by the Act.

SECTION 12. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Member to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Member fails to meet any such requirements, that Member shall be solely responsible for any and all resulting liabilities, damages, criminal and civil sanctions, and costs and expenses. That Member shall also hold the Authority and the other Members harmless from and against any and all liabilities, damages, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of counsel. If two or more Members are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the Members responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Members in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Member or Members shall take such prompt, corrective

action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Members or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 13. Withdrawal and Dissolution.

13.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official member of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or county in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of CITIES and COUNTY.

13.2 Any party to this Agreement may withdraw from the Authority, with 30 days notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the member shall have no effect on the continuance of this Agreement among the remaining members and the Agreement shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until 30 days after receipt of the written notice by the Authority.

13.3 A member which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any party

hereto fails to pay its contribution, as determined by the Authority, said entity shall be deemed to have voluntarily withdrawn from the Authority.

13.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement executed by COUNTY and CITIES which are parties hereto. Said termination Agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of Authority in proportion to the contributions made. In the event the Authority is abolished, the individual member agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan.

SECTION 14. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by all Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Member to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that Member evidenced in a written instrument signed by a duly authorized representative of that Member.

SECTION 15. Filing with the Secretary of State.

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code Sections 6503.5 and 53051.

SECTION 16. Notices.

All notices which any Member or the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the Member or Authority at its principal office, or to such other address as the Authority or Member may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case of notices of special meetings of the Board) or two day after mailing if deposited in the United States mail.

SECTION 17. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members. However, no Member shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the Voting Directors who do not represent the assigning Member. No assignment shall be effective unless and until the Authority, the Members and the proposed assignee comply with all then-applicable requirements of law relating to changes in the composition of entities such as

the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 18. Severability.

Should any part, term or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

SECTION 19. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 20. Effective Date.

This Agreement shall take effect upon its execution by the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in eight (8) counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CITY OF ARROYO GRANDE

By: Matthew Petrucci
Mayor
Nancy A. Davis
Clerk

Date: 5-10-94

Minute Action
Resolution No. 5/10/94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/10/94

CITY OF ATASCADERO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By: [Signature]
Mayor

Date: June 6, 1994

[Signature]
Clerk

Resolution No. 94-26

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 3, 1994

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: JUNE 3, 1994

CITY OF GROVER BEACH

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: William Gates
Mayor

Bridgett Davis
Clerk

Date: May 9, 1994

Resolution No. 39-94

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/9/94

CITY OF EL PASO DE ROBLES

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Tim Bethune

Mayor

Date: 5-3-94

Sharon Jones
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/3/94

CITY OF SAN LUIS OBISPO

By: Peg Pinard
Mayor Peg Pinard

Date: _____

Diane R. Gladwell
Clerk Diane R. Gladwell

Agreement No. A-09-94-CC

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jeffrey Jorgensen
City Attorney

Dated: 5-17-94

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date: _____

Clerk

Resolution No: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: _____
Deputy County Counsel

Dated: _____

CITY OF SAN LUIS OBISPO

By: _____
Mayor

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: Evelyn Delany
Chairman

Date: JUN 9 7 1994

FRANCIS M. COONEY

Clerk

Resolution No. _____

By: Vicki M. Shelby
Deputy Clerk



APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

By: [Signature]
Deputy County Counsel

Dated: 5/22/94

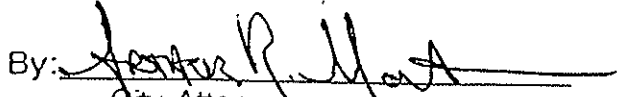
CITY OF ATASCADERO

By: 
Mayor

Clerk

Date: 4/7/95

Minute Action
Resolution No. 3/28/95

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/4/95

MEMORANDUM OF AGREEMENT BETWEEN THE MEMBER JURISDICTIONS OF THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (COUNTY OF SAN LUIS OBISPO AND THE CITIES OF ARROYO GRANDE, ATASCADERO, GROVER BEACH, MORRO BAY, PISMO BEACH, AND SAN LUIS OBISPO) AND THE HERITAGE RANCH COMMUNITY SERVICES DISTRICT, SAN MIGUEL COMMUNITY SERVICES DISTRICT, NIPOMO COMMUNITY SERVICES DISTRICT, SAN MIGUEL SANITARY DISTRICT, CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT, CAMBRIA COMMUNITY SERVICES DISTRICT, CAYUCOS SANITARY DISTRICT, OCEANO COMMUNITY SERVICES DISTRICT, LOS OSOS COMMUNITY SERVICES DISTRICT, AND TEMPLETON COMMUNITY SERVICES DISTRICT REGARDING MEMBERSHIP ON THE SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "MOA") is executed on the date below stated by and between the member jurisdictions of the San Luis Obispo County Integrated Waste Management Authority (hereinafter referred to as the "IWMA") and the Heritage Ranch Community Services District, San Miguel Community Services District, Nipomo Community Services District, San Miguel Sanitary District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Oceano Community Services District, Los Osos Community Services District, and Templeton Community Services District (hereinafter referred to as the "Districts").

RECITALS

WHEREAS, the member jurisdictions of the IWMA entered into a joint powers agreement on May 10, 1994, to achieve the mandates of the California Integrated Waste Management Act of 1989, to plan for, suggest, and implement solutions to common solid waste problems, to assist with programs by utilizing the professional talents of the various governmental entities in the County and of experts in various other fields and to coordinate their efforts; and

WHEREAS, the IWMA member jurisdictions established a regional agency in accordance with Public Resources Code section 40973; and

WHEREAS, pursuant to the Joint Powers Agreement referenced above and Public Resources Code section 40973, the IWMA member jurisdictions have agreed that said regional agency, and not the individual IWMA member jurisdictions, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code section 41780, et seq.; and

WHEREAS, Public Resources Code section 40977 authorizes a regional agency to allow one district to be included as a member of the regional agency; and

WHEREAS, the IWMA member jurisdictions are desirous of including a special district representative on the IWMA Board of Directors pursuant to Public Resources Code section 40999 to represent the interests of all special districts within San Luis Obispo County who provide their residents with the collection and disposal of solid waste under State law; and

WHEREAS, the special districts possessing responsibility for solid waste management are obligated by law to comply with the source reduction and recycling element and household hazardous waste element adopted by the County of San Luis Obispo; and

WHEREAS, the special districts within San Luis Obispo County are desirous of joining the IWMA and selecting from among themselves a representative member to sit on the IWMA Board of Directors.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose. This MOA is entered into for the purpose of providing representation on the IWMA Board of Directors for districts within San Luis Obispo County who possess the authority to manage solid waste within their jurisdictions. It is the intent of the parties that the

representative sitting on the IWMA Board on behalf of the various districts shall have all of the rights and powers granted to an IWMA member under the JPA.

2. Membership. Membership of a special district on the IWMA Board of Directors shall be provided for as follows:

- A. Membership on the IWMA Board of Directors shall be available to any Independent Special District within the San Luis Obispo County which currently provides solid waste collection and disposal services and has executed this MOA (hereinafter referred to as "Authorized Districts").
- B. Authorized Districts in accordance with procedures to be established by said Districts shall appoint one regular member and one alternate member to represent Authorized Districts on the IWMA Board of Directors. Said selected representatives shall represent the collective interests of all Authorized Districts on the IWMA Board of Directors. The selected representatives shall serve subject to such terms and conditions as may be established at the sole discretion of the Authorized Districts.
- C. The representative so appointed shall be an elected Authorized District officer residing within the County but shall not be a member of a legislative body of a city or county. The appointed representatives shall attend the meetings of IWMA Board of Directors. The representative and alternate shall serve so long as they hold an elected office with their member agency, or until they resign or are removed by a majority vote of the Authorized Districts. Vacancies shall be filled in the same manner as the initial appointments.
- D. The alternate shall be entitled to vote on IWMA matters only in the absence of the representative.
- E. Designation of the representative and the alternate serving on behalf of Authorized Districts, as well as changes thereto, shall be transmitted in writing to the manager of the Authority. In addition, to any district presently a party to this MOA, any other district that provides solid waste collection or disposal services which may desire to participate in the activities of the Authority may do so by executing this MOA and, thereafter, shall be governed by all the terms and provisions of this MOA as of the date of execution.

3. Existing Joint Powers Agreement. By executing this MOA, the undersigned districts each agree to be bound by the terms and conditions of the Joint Powers Agreement dated May 10, 1994, a copy of which is attached hereto and incorporated by reference as Exhibit A.

4. Withdrawal and Dissolution. Any district which is a party to this MOA may withdraw from the MOA, with thirty (30) days written notice, and may terminate its participation in this MOA by resolution of its governing board. The withdrawal of the member shall have no effect on the continuance of this MOA by and between the remaining members, and the MOA shall remain in full force and effect with respect to the remaining members. No withdrawal shall become effective until thirty (30) days after receipt of written notice by the Authority. The MOA may be terminated by a joint agreement executed by the IWMA member jurisdictions and the districts which are a party hereto.

5. Notices. All notices which any IWMA member, district or the authority may wish to give in connection with this MOA shall be in writing and shall be served by personal delivery during usual business hours at the principal office of the IWMA member, district or authority, to an officer or person apparently in charge of that office, or by depositing the same in the United States mail, postage prepaid, and addressed to the IWMA member, district, or authority at its principal office, or to such other address as the IWMA member, district or authority may designate from time to time by written notice given in the manner specified in this section. Service of notice pursuant to this section shall be deemed complete on the date of service by personal delivery, or two days thereafter by mailing if deposited in the United States mail.

6. Severability. Should any part, term or provision of this MOA be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of the State

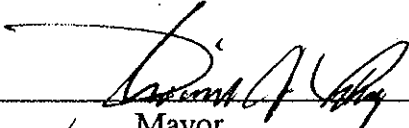
of California, or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms and provisions shall not be affected.

7. Effective Date. This MOA shall take effect upon its execution by the Chair or Mayor and Clerks of the governing bodies of all current IWMA members and at least three community service districts or sanitation districts that provide solid waste handling services or implement source reduction and recycling programs, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This MOA may be executed in counterparts which together shall constitute a single agreement.

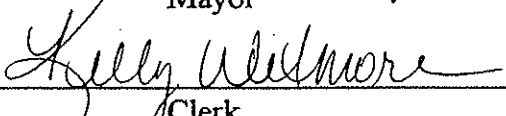
8. Amendment of JPA. Execution of this MOA by all of the member jurisdictions of the JPA shall constitute an amendment of the JPA with regard to inclusion of special districts for representation on the IWMA. All other terms and conditions of the JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date and year hereinabove written.

CITY OF ARROYO GRANDE

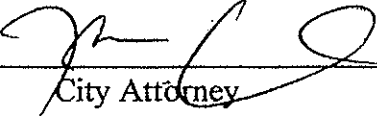
By: 
Mayor

Date: 4/30/01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
City Attorney

Dated: 4/24/01

CITY OF ATASCADERO

By: [Signature] Date: 4/17/01
Mayor

[Signature] Resolution No. N/A
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 04-11-01

CITY OF GROVER BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF ATASCADERO

By: _____
Mayor

Date: _____

Clerk


Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF GROVER BEACH

By:  _____
Mayor Richard W. Neufeld

Date: April 16, 2001

 _____
Clerk Michelle A. Greene

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF MORRO BAY

By: [Signature]
Vice-Mayor

Date: May 14, 2001

Bridgett Bauer
Clerk

Resolution No. 24-01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/22/01

CITY OF PISMO BEACH

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 5/21/01

CITY OF MORRO BAY

By: _____
Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

Dated: _____

CITY OF PISMO BEACH

By: Rudy Natoli
Mayor

Date: 4-3-01

Tharon Jones
Clerk

Approved by motion on April 3, 2001,
on motion of Councilmember Reiss,
seconded by Councilmember Henlin,
passed 5-0.

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 4/10/01

CITY OF SAN LUIS OBISPO

By: [Signature]
Mayor
[Signature]
Clerk

Date: 6/7/01

Minute Action 6/6/01
Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
City Attorney

Dated: 6-7-01

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Clerk

Date: _____

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Deputy County Counsel

Dated: 5-09-01

CITY OF SAN LUIS OBISPO

By: _____

Mayor

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

City Attorney

Dated: _____

COUNTY OF SAN LUIS OBISPO

By: *Julie L. Rodewald*

Chairperson

Date: 7-10-01

JULIE L. RODEWALD

Clerk

Resolution No. _____

By: *Cheri Casper*
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Deputy County Counsel

Dated: 5-09-01

ATTACHMENT #1

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: Don Clube
Chair

Date: 3-16-01

H. Carl
Clerk

Resolution No. 01-1

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Paul D. Shanshar
Attorney

Dated: 4/9/01

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: *Paul Haines*

Chair

Date: *May 14, 2001*

J. H. Ellman

Clerk

Resolution No. *2001-11*

APPROVED AS TO FORM AND LEGAL EFFECT:

By: *[Signature]*
Attorney

Dated: *5/17/01*

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____

Chair

Date: 7-12-01

Donna K. Johnson
Clerk

Resolution No. 2001-759

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: _____

SAN MIGUEL SANITARY DISTRICT

By: _____

Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____

Attorney

Dated: 7-12-01

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk


Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

CAMBRIA COMMUNITY SERVICES DISTRICT

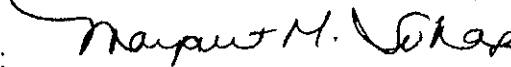
By: 
Vice Chair

Date: 5.23.01


Clerk

Resolution No. NA

APPROVED AS TO FORM AND LEGAL EFFECT:

By: 
Attorney

Dated: 5-15-01

CAYUCOS SANITARY DISTRICT

By: Robert B. Evans
Chair

Date: 3/20/01

Brian E. Connolly
Clerk

Resolution No. By minute action 3/19/01

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

~~OCEANO COMMUNITY SERVICES DISTRICT~~

~~By: _____
Chair~~

~~Date: _____~~

~~_____~~
Clerk

~~Resolution No. _____~~

APPROVED AS TO FORM AND LEGAL EFFECT:

Lyon Carmel
By: [Signature]
Attorney

Dated: 4/9/01

TEMPLETON COMMUNITY SERVICES DISTRICT

By: John J. Hargrave
Chair

Date: 7-20-01

Tammie A. ...
Clerk

Resolution No. 7-2001

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chair

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Dated: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: Rosemary Brunker
Chair

Date: April 5, 2001

[Signature]
Clerk

Resolution No. 2001-10

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
Attorney

Dated: _____



Board of Directors Staff Report

November 18th 2021

AGENDA ITEM: XI-4

SUBJECT: Review and Approve **Resolution No. 2021-37** Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.

The Board is guided by a Board Member Handbook which was most recently revised on October 28th 2021. This Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters.

In order to consolidate reports for the District Engineer and Director of Utilities Staff it is recommending that items IX-6 'District Engineer' and IX-7 'Director of Utilities' be consolidated into a single item IX-6 'District Utilities'; this will renumber IX-8 'Fire Chief' to IX-7.

In addition, it is also proposed to move the Pledge of Allegiance from item II (*after call to order*) to immediately before '*Public Comment and Communications for items not on the agenda*'.

Fiscal Impact:

None

Staff Recommendation:

Approve **Resolution No. 2021-37** Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachments:

1. Resolution 2021-37
2. Exhibit A: Redline Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.
3. Exhibit B: Clean Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.

RESOLUTION NO. 2021-37

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AMENDING CHAPTER 11,
ORDER OF BUSINESS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD MEMBERS' HANDBOOK**

WHEREAS, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”) and revised again on October 28th 2021; and

WHEREAS, the Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters; and

WHEREAS, the Board desires to amend Chapter 11, Order of Business, of the San Miguel Community Services District Board Members’ Handbook.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, amends Chapter 11: Order of Business, of the San Miguel Community Services District Board Members’ Handbook, attached hereto and incorporated as Exhibit A.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 18th day of November 2021.

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager
Counsel

Douglas L. White, District General

Chapter 11: Order of Business

A. General Order

The business of the Board at its Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a Meeting consistent with applicable law.

1. CALL TO ORDER

~~2.1. PLEDGE OF ALLEGIANCE~~

~~3.2. ROLL CALL~~

The General Manager, or his or her designee, shall call the roll of the Board Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

~~4.3. APPROVAL OF AGENDA.~~

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. These are:
 - i. Closed sessions held at such times pursuant to Government Code section 54957.6 where the Board meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
 - ii. Security or emergencies.
 - iii. Personnel sessions.
 - iv. Closed sessions to consider potential or pending litigation in which the District or an officer or employee is or could be a party.
- b. Matters discussed in closed sessions are considered confidential:
 - i. Labor Relations: As a matter of policy, the Board acknowledges that the District and its taxpayers are best served if positions authorized during such sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.

- ii. Personnel Sessions: Matters discussed and reviewed in personnel sessions shall remain confidential in order to protect employees' rights to privacy.
 - iii. Security: Arrangements made to address threats to the District or its property must be kept confidential.
 - iv. Litigation: Discussion of probable or pending litigation could waive attorney-client privilege to the detriment of the District's position.
- c. The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

5.4. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

(approximately 7:00 p.m.)

5. PLEDGE OF ALLEGIANCE

6. PUBLIC COMMENT (NON AGENDA ITEMS)

6.7. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

7.8. STAFF REPORTS/COMMITTEE REPORTS

- 1. San Luis Obispo County
- 2. Camp Roberts – Army National Guard
- 3. Community Service Organizations
- 4. General Manager
- 5. District General Counsel

~~6. District Engineer~~

~~7.6. Director of Utilities~~ District Utilities

~~8.7.~~ Fire Chief

8.9. AGENDA

- a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board Member or Staff Member prior to the time the Board considers the motion to adopt. A Member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board Member or Staff will be considered at the beginning of the "Staff/Committee Reports" section of the agenda. A Board Member may vote "no" on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

9.10. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

10.11. BOARD COMMENTS

This section is intended for Board Members to make brief announcements, request information from Staff, request future agenda item(s) and report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

11.12. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.⁴⁰

D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the Staff time and research necessary to prepare the item for Board consideration.

E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on District business, District operations, District projects, and other items of general interest.⁴¹

F. Public Hearings:

1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

a. The Staff Presents its Report.

After the President/Chair announces the item as it appears on the agenda, District Staff will give a presentation to the Board and the public on the Staff report prepared for the matter.

b. Initial Questions to Staff by the Board.

Prior to opening up a public hearing on a matter, Board Members may ask questions of Staff, or third-party consultants, regarding the Staff report and the item.

c. President/Chair Opens the Public Hearing:

i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
 3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by Members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: "Addressing the Board."
 4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
 5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
 - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - b. The public input portion of the public hearing is closed.
- d. Questions and discussion from the Board.
Board Members should not express their opinions on an item prior to the close of the public hearing, as the Board Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with Staff, or those Members of the public testifying to an opinion, until after all testimony has been received.
Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."
- e. Board decision occurs.
Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair will announce the final decision of the Board.

2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

5. Ex-Parte Contacts

6. Should a Board Member, and one (1) or more Members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing. Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Account Clerk.

7. Voting & Publishing Requirements for Resolutions and Ordinances

a. Voting.

All resolutions require a recorded majority vote of the total Membership of the Board.⁴² Resolutions shall be signed by the President and attested by the General Manager.

b. Publishing.

The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published. Within fifteen (15) days after the ordinance passes, the Account Clerk shall cause each ordinance to be published at least once, with the names of those Board Members voting for and against the ordinance, in a newspaper of general circulation circulated in the District. Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by California law.

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3. APPROVAL OF AGENDA.

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar. CLOSED SESSION (IF NECESSARY)

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Board of Directors Staff Report

November 18th, 2021

AGENDA ITEM: XI-5

SUBJECT: Discuss the potential for a regional desalination plant and whether the District should participate in initial studies.

RECOMMENDATION:

Provide direction to staff on whether or not to participate in the initial studies for regional desalination.

In October the County advised that they were looking at the feasibility of a regional water desalination plant, and that they were looking for those agencies that may be in support of such an effort and who would be interested in being included in the initial studies.

Although San Miguel would not benefit from the desalinated water directly it could benefit through water trading with an agency that receives other water that may be of benefit to the District.

At this time there are no firm plans, and the costs are unknown. The County is looking for interest in the project and being a part of the initial studies could help the District position itself for future benefits.

If a desalination plant were to move forward, it would likely be 30-40 years before construction would actually occur.

It is recommended that the District at least participate in the initial studies and then determine what if any real benefit would be afforded the District by participating in the future phases.

FISCAL IMPACT

As the costs are unknown, there is no way to accurately estimate the cost to participate in the initial studies. There is a discussion of the County bearing the majority of the cost however there would be some cost to the District. This cost would be spread over multiple years and could be managed through the regular budget process.

PREPARED BY: Kelly Dodds Director of Utilities



Board of Directors Staff Report

November 18, 2021

AGENDA ITEM: XI-6

SUBJECT: Discuss sole source contacting with BHI Management Consulting (BHI) to assist the District in preparation of a District Strategic Plan and approve Resolution 2021-38 authorizing the Interim General Manager to negotiate a contract with BHI not to exceed \$35,000.

RECOMMENDATION: Authorize the Interim General Manager to negotiate a contract with BHI not to exceed \$35,000 to be split between all funds to assist the District in preparation of a District Strategic Plan

The District Board of Directors and Staff have participated in four (4) Strategic Planning Informal Work Session meetings to date. These meetings have culminated in 50 individual goals, and six specific goals the Board of Directors would like to see in a final Strategic Plan.

Through this process Director Kalvans has made multiple proposals to increase District services and to change the general organization of the District to implement new services. Unfortunately, the District is limited in its ability to address many of these proposals due to limited staffing and available revenue. To add any additional services proposed by the Directors, the District will need to identify legal authority, revenue sources, and staffing needs.

The Board Clerk and General Manager attended a Special District Leadership Academy in late September. At this academy we identified that these Board of Directors “goals” are individual projects and do not define a District Strategic Plan.

After a brief consultation between BHI and Staff, BHI reviewed our current organization and the Directors proposals and goals. BHI expressed that they would be able to provide guidance and formulate an outline and a comprehensive plan to provide a path for the District to move toward the future.

A general overview of the Fire Department was presented to identify the current and future operational needs and the Utilities Department has a water and wastewater master plan and is prepared to do the same.

The District Staff is currently maxed in their duties and responsibilities with the services already being provided. There are several large projects currently in progress that are, and will, dominate the staff's time.

In order to design a Strategic Plan for the District that will meet the District's needs and address the Directors proposals, staff is requesting that the Board authorize the Interim General Manager to negotiate a contract with BHI as a sole source to assist the District in preparation of a District Strategic Plan. Please see the attached document that outlines the proposed services by BHI.

Fiscal Impact: Authorize the Interim General Manager to negotiate a contract with BHI not to exceed \$35,000 to be split between all funds.

PREPARED BY:

Rob Roberson, Interim General Manager/Fire Chief

Attachment:

1 - BHI proposal

2 - Resolution 2021-38



RESOLUTION 2021-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM GENERAL MANAGER TO CONTRACT WITH BHI MANAGEMENT CONSULTING (BHI) IN AN AMOUNT NOT TO EXCEED \$35,000.

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to operate and maintain the fire, lighting, wastewater, water and solid waste departments; and

WHEREAS, the Board of Directors has established the need to develop a District Wide Strategic Plan to help guide the District into the future; and

WHEREAS, the District has contacted BHI and they are capable of providing the type of consulting and planning services which will assist in the development the strategic plan; and

WHEREAS, the Board of Directors is directing the Interim General Manager to negotiate, and enter into, a contract with BHI for a District Wide Strategic Plan; and

WHEREAS, the contract shall not exceed \$35,000 to be paid by all departments, standard cost share, and a corresponding budget adjustment shall be made to each department budget under object 900 District Strategic Plan; and

THEREFORE, BE IT RESOLVED, by the Board of Directors of the District does hereby resolve the following:

1. The Interim General Manager is to negotiate and enter into a contract with BHI Management Consulting in an amount not to exceed \$35,000.

Signatures on following page

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 18th day of November 2021.

Raynette Gregory, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel

Rob Roberson, General Manager
San Miguel Community Service District
San Miguel, CA

November 3, 2021

Subject: District Strategic Plan process

Per your request I am providing this proposal to work with the District to assist your District with a strategic plan. Included herein are qualifications, approach overview and associated costs for these services. The overall approach provides for the full development of a strategic plan. The planning effort will result in a strategic plan that will include input from various stakeholders, deliberate Board clarity and direction, District professional staff implementing steps and the usage and linkage between them all. The proposed assistance of BHI takes the District Management and Board through the entire process.

Most usually four or five key strategies may be spread across District functional areas. Such strategies are those that the public is expecting their public officials to proactively consider and address.

It is our hope that our years of experience having conducted over 100 strategic plans for special districts in California will serve the District well. Strategic planning, done properly, respects and demonstrates all aspects of good Governance. As such, Board governance and good Board dynamics is part of the workshop stage.

Approach and Methodology Overview– Our methodology utilizes four stages:

1. Input Stage – Input gathering
2. Board Workshop Stage – Board meeting 1 – (Special meeting of the Board 3-4 hrs.)
3. Plan Development (Staff/Consultant) and Board Tone-check Meeting Stage – Board meeting 2 (can be accomplished at regular Board meeting)
4. Board Approval Stage – Board meeting 3 (can be accomplished at regular Board meeting)

Approach and Methodology Detail

1. Input Gathering Stage – this task will include the consultant gathering critical information about the District regarding its relevant past, its current position and its future. Most of this work is in office, with District documents. Relevant environmental factors will also be assessed in this phase, any that may have a bearing on the Plan update. Some of this will be accomplished by meeting with the GM and designated staff, a review of any previous strategic planning activities, a review of last year of Board agendas and interviews with each Board member. Interviews will include a set of

visioning questions to allow for those interviewed to look into the future.

Stage 1 also includes conducting an input session with District staff. (video-conferencing)

Stage 1 also includes one-on-one video-conferencing calls with each Board member to gather their thoughts regarding the future of the District.

The main aim for this stage are to gain sufficient amount of background, perspective and various outlooks to prepare for effective workshop time together. Getting the perspective of District staff, along with individual Board members provides the Board with broad and valuable perspective for conducting their own visioning workshop as outlines workshop described in B. below. All inputs gathered during this task will be presented at the Part B. workshop.

2. Board Workshop Stage – this task includes using the information gathered in the Task 1 above to provide a daylong Board workshop. The Consultant will outline the basics of good strategic thinking and planning. Relevant all inputs as well as business/environmental factors for presentation to the Board. All inputs gathered in Task 1 will be displayed for consideration during the workshop. This workshop serves as an opportunity for all involved to re-assert the place and value that strategic planning, and planning together, has for getting and keeping a public agency strong. Both Brent Ives or Mr. Aranda as facilitator are known for being highly experienced in this area.

At the workshop, the current Mission statement of the District will be carefully considered and modified by the Board, if desired. The Board will develop key directional Vision statements for to act as guide over the planning term. The Board Vision informs the development of the big picture strategic goals for the District and what is planned to be implemented and achieved. Strategic focus areas will be developed to organize the Plan. The Board acting as a collective refines of Mission, and develop the Vision and strategic focus areas as the prime deliverables for this workshop and task. The background of the facilitator will be critical in bringing the Board to clear consensus and direction for the future.

3. Plan Development - this task provides for the Consultant to work with staff to develop the written implementing plan to accomplish the Board's vision in the areas of agreed strategic thrust. In most cases, BHI will work with staff on these details through video-conferencing meeting for expediency. The process assures that the implementating draft plan is properly aimed, formatted and moving as directed by the Board.

As such, when this plan development stage reaches 80% completion, and process steps are proposed we will conduct another Board meeting to check proposed actions against the Board's vision. As such, this stage includes one more Board meeting, of shorter duration than the workshop, allowing for careful examination of implementing steps, then adjustments as needed prior to formal approval of the updated plan. This meeting may be attended by BHI by video-conferencing.

4. Approval Stage – BHI and District staff will assure that all guidance and inputs from the Board workshop and tone-check meetings are clearly understood and included within the final plan.

When required, BHI can be present in-person via video-conference for the Board meetings where formal acceptance and approval of the Plan is considered. Upon approval of the Plan, BHI shall provide the District with all digital files and formatting involved in the planning effort.

BHI will confirm that a management plan exists for the Plan before completing the assignment.

2. Qualifications –

Mr. Brent Ives, Principal, has worked with numerous public agencies across California dealing with organizational issues, primarily in optimizing operational approach for each agency as needed. Brent and his firm, BHI Management Consulting, has completed over 100 public agency strategic plans across California and is currently engaged with five similar projects with California Special Districts on strategic planning, public interface and internal teambuilding. Brent is a former elected City official (Council Member and Mayor, Tracy, CA - 23 years) and serves as a faculty member on the California Special Districts Governance Academy. He is educated in Organizational Behavior at the University of San Francisco, has 25 years experience as a technical manager for the Lawrence Livermore National Laboratory. The 14 years as a City Council Member, having recently termed-out of 8 years as directly elected Mayor, along with being an 18-year member/Chair of the San Joaquin Regional Rail (commute rail service) Commission, LAFCO Member, and a member/Chair of the Board of the San Joaquin Council of Governments, coupled with his weekly practice with public agencies on the west coast, provides Brent and his clients with undeniable experience with planning in the public sector.

Mr. Ives brings unique perspectives to the strategic processes. As an experienced elected official, Brent knows how boards must function to best fulfill their public trust and plan together with staff to make real and tangible strategic level improvements. He is an experienced manager who has led groups of engineers and technicians on complex multi-million dollar projects at the

Lawrence Livermore National Laboratory and can understand the needs of staffs for clarity of direction. His education in Organizations allows him to apply that experience to your situation for your needs. Mr. Ives will be the sole consultant on this project. Brent and BHI is currently involved in four other strategic planning projects in the state.

Mr. David Aranda –

David has been a General Manager of Special Districts in California for over 23 years along with brings 15 years in executive management in the private sector. He is a known subject matter expert in local agency governance for California Special Districts, teaching thousands in good board work across California. David most recently managed a community services district in Kern County. David has taught the class in Governance Foundations for the California Special Districts Association for nearly 20-years. Like Brent, he has taught hundreds of Board members and executive staff in the subject of organizational health, good governance and best practices. He offers his experience and background through BHI to a wide variety of clients in the State. David will assist in assessment and remedial activities, and training. He will be a point contact for follow-up for with District and provide service to the District throughout the project.

Firm Organization and Project Team - BHI Management Consulting has been a sole-propriatorship consulting firm based in Tracy, CA for over 20 years. Our client base throughout that time has been nearly all Special Districts. We have worked with over 120 Districts and cities on strategic planning. The Principal of BHI is Brent Ives can be negotiated to fulfill the need or Senior Associate David Aranda can be used. BHI is able to comply with all District insurance requirements for such a project. Brent Ives, Principal is able to sign for the firm.

Proposed Project Schedule – In our experience this process usually takes four to five months. All specific schedule related details are worked through the District office between BHI and District Management.

Generalized Proposed Project Cost Range – as stated above at the conclusion of each Task, the total effort fee ranges from \$28-35K. The cost for each stage is a function of the expected time required by each. Brent Ives' hourly fee is \$325.00/hr. Mr. Aranda's fee/hr. is \$290/hr. Expenses are expected include to travel costs including mileage to/from Tracy, CA, or Tehachapi, CA, lodging and meals and standardized office related expenses.

These costs will be billed each month and clearly associated with each stage as they are worked and completed.

This interest letter is draft and the proposed approach is, of-course negotiable, adding or refining portions or detail, as needed is expected upon negotiations. We request the ability to negotiate this approach and fees for each with this letter. Feel free to contact me with any questions or needed further explanation.

Sincerely,

Brent H. Ives

Brent H. Ives, Principal
BHI Management Consulting
brent@bhiconsulting.com
(209)740-6779



Board of Directors Staff Report

November 18th, 2021

AGENDA ITEM: XI-7

SUBJECT: Review and approve RESOLUTION 2021-39 authorizing an expenditure of up to \$20,000 to flush main water lines on the San Lawrence Terrace per direction from the State Waterboard - Division of Drinking Water and authorize the Director of Utilities to enter into contracts to that effect. (Dodds)

RECOMMENDATION: Approve Resolution 2021-39 authorizing \$20,000 from Capital Reserve, with corresponding budget adjustment to (50-518) Water Projects SLT Well and authorizing the Director of Utilities to enter into contracts for this project.

The Director of Utilities has been working with the State water resources control board Division of Drinking Water (DDW) to further investigate increasing levels of arsenic in blended potable water on the San Lawrence Terrace (SLT).

In coordination with DDW, we will be performing additional testing thru December and pending the results of those tests, we will be performing an extensive water main flush to remove arsenic residue from the water mains on the SLT. Since the SLT experiences very low flows and generally low usage, the DDW has theorized that there may be Arsenic residue buildup in the water mains in this area which is causing a higher blended arsenic result in sampling.

In order to flush the water mains temporary storage tanks would be rented and set up at the end of Martinez Dr. Large water trucks would be rented or contracted to then move the water from the tanks to be disposed of either at the WWTF or as dust control somewhere.

This request is for the authorization of \$20,000 from Water Capital Reserve to be used for this project, and authorizing the Director of Utilities to rent equipment and enter into contracts up to the authorized amount for the purposes of this project.

FISCAL IMPACT

This contract would result in an expenditure of up to \$20,000 from Water projects SLT Well (50-518) and transfer from Water Capital Reserve

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: Resolution 2021-39

RESOLUTION NO. 2021-39

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE
DIRECTOR OF UTILITIES TO CONTRACT FOR EQUIPMENT AND SERVICE IN
AN AMOUNT NOT TO EXCEED \$20,000 FROM WATER PROJECTS SLT WELL (50-
518) AND BUDGET ADJUSTMENT AND TRANSFER FROM WATER CAPITAL
RESERVE**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain service to water, wastewater, and fire protection; and

WHEREAS, The SLT well has historically been high in Total Arsenic and is currently under a blending requirement by the SWRCB Division of Drinking Water (DDW) to maintain compliance; and

WHEREAS, the DDW has determined that additional testing and flushing is necessary to determine the extent of the arsenic increase in the Potable Water Supplies, specifically on the San Lawrence Terrace; and

WHEREAS, the Board authorizes the Director of Utilities to contract for equipment and services to perform the recommended testing and flushing of potable water systems; and

WHEREAS, the Board of Directors authorizes a budget adjustment in an amount of \$20,000 to 50-518 Water Projects SLT Well with corresponding transfer from Water Capital Reserve in the same amount; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 18th day of November 2021.

Raynette Gregory, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



Board of Directors Staff Report

November 18, 2021

AGENDA ITEM: XI-8

SUBJECT: Fire Department Temporary Housing Unit RFP.

RECOMMENDATION: Continue with the process required to provide a Temporary Fire Department Staffing Housing Unit including space for a Sheriff's Beat Station.

Background:

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. The project shall include a "Sheriff's Beat Station" within the temporary housing unit.

Follow-up:

An RFP has been sent to 7 potential suppliers, 2 contractor resource outlets, and posted on the District website on November 1, 2021.

A mandatory on-site job walk has been scheduled and conducted on November 15, 2021, at 9:00 AM.

STAFF RECOMMENDATION.

Review the Assistant Fire Chief's recommendations on the contractor selection post RFP submittal to follow.

FISCAL IMPACT:

Cost related to the RFP documentation are as follows:

- Monsoon Consultant, Site Plan \$1,330.00.
- Beacon Geotechnical, Geological Report, \$2,200.00.
- Additional drafting costs have yet to be submitted.
- The legal review cost has yet to be submitted.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson



Board of Directors Staff Report

November 18th 2021

AGENDA ITEM: XI-9

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

CURRENT STATUS:

WWTF

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE – Based on the 2st quarter 2021 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *October* the plant averaged 151,364 gallons per day (76% of hydraulic design capacity) with a max day of 195,639 gallons (98% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives.
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues.
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.

- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
 - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On September 25, 2020, The Central Coast Regional Water Quality Control Board approved and adopted General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The District WWTP, including the planned expansion/renovation, will be subject to the requirements in this order.
- November 2020 the DE submitted the FINAL USDA Preliminary Engineering Report (PER) to the USDA and Waterboard for review.
- January 2021 the DE submitted an application to the California Department of Water Resources for the amount of \$5,000,000 to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 for the upgrade and expansion of the District’s Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water (“purple pipe”) distribution system (or a component thereof).
- February 2021 Dudek submitted the initial DRAFT of the CEQA / NEPA Initial Study and Mitigated Negative Declaration to the District for review and comment.

- April 22, 2021 the Board of Directors authorized the District to advertise a Request for Proposals (RFP) from qualified vendors to provide, install, test & adjust, start-up, and provide operator training of a pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system which will be a critical component of the upgrade and expansion of the DISTRICT's Machado Wastewater Treatment Facility (WWTF).
- May 6, 2021 the District submitted a revised version of the Preliminary Engineering Report (PER) to the USDA for their review.
- May 17, 2021 Dudek submitted the Phase 1 Archeological Survey Report to the District for staff review and comment.
- May 19, 2021 a Pre-Proposal meeting was held to inform qualified vendors about the District's requirements for the pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system and solicit input and answer questions.
- On June 11, 2021 the DISTRICT received one (1) cost proposal in response to the MBR RFP. The cost proposal was received from Cloacina, LLC, which is based in Arroyo Grande, CA. The DE and Director of Utilities are in the process of reviewing the proposal and pending completion of that process, will present our findings and recommendations to the Board.
- On July 7, 2021 Dudek delivered a preliminary and incomplete DRAFT CEQA/NEPA Environmental Document. The DE and Director of Utilities have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On July 16, the DOU and DE participated in a TEAMS meeting with USDA and Waterboard staff to discuss the regulatory / permit requirements for the WWTF upgrade. The Preliminary Engineering Report (PER) will be revised to incorporate the issues that were discussed.
- July 30, 2021 Dudek delivered an ADMINISTRATIVE DRAFT CEQA/NEPA Environmental Document. District staff have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On August 11, 2021, The DE submitted a revised DRAFT PER to the Director of Utilities for review. The revision addresses issues that were identified in discussions with the USDA and RWQCB.
- August 16, 2021: The DE and Director of Utilities participated in a TEAMS meeting with SLO County Planning, Building and Public Works Departments staff to discuss WWTF project status and the anticipated requirements from the SLO County with regard to a new Conditional Use Permit (CUP).

AERATOR PROJECT

5/17/18 WSC issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On-Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Planning - \$177,740 (Reimbursed through the IRWM DAC Grant)
- Engineering / Environmental - \$163,796 (Reimbursable through the DWR CWSRF Grant)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- State Revolving Fund (CWSRF) -- \$250,000 for project design, engineering, and environmental studies – The District received the agreement for this grant in November 2019. The grant is retroactive to 2017. As of June 30, 2021, a total of \$163,796 has been expended.

Applied for/ to

- The District submitted applications to SLO County for the 2020 and 2021 funding cycles for CDBG funds to help pay for construction. No CDBG funds were awarded to the District in either cycle.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction
- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for \$14.5M in funding through the Small Community Funding Program on May 5, 2020.
- Submitted an application to the California Department of Water Resources for the amount of \$5,000,000 to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 for the upgrade and expansion of the District’s Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water (“purple pipe”) distribution system (or a component thereof) in January 2021.

NEXT STEPS:

WWTF

Based on discussions with the DE, we have nearing completion of the design development phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled completion of the final design and the preparation of the Construction / Bidding Documents by the end of 2021. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide

with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2021, with the goal of having financing in place to advertise and award a construction project in 4th Quarter 2021.

Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining— -8 months (We have met with the Waterboard to discuss the project progress and schedule.)

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

Due to the limited time frame, this item will be updated monthly, and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities



San Miguel Community Services District

Board of Directors

Staff Report

November 18, 2021

AGENDA ITEM: XI-10

SUBJECT: Review and Approve **Resolution No. 2021-40** Reaffirming the San Miguel Community Services District Board's Appreciation and Support for Staff.

STAFF RECOMMENDATION:

Approve **Resolution No. 2021-40** Reaffirming the San Miguel Community Services District Board's Appreciation and Support for Staff.

BACKGROUND:

The Staff of the San Miguel Community Services District ("District") is comprised of individuals who work in financial, utilities, fire and medical services. In the past eighteen months to two years, the Staff has been challenged in numerous ways related to budgetary issues, changeover in the constitution of the Board, as well as a global pandemic while always providing the same high level of service and dedication to the District and its customers.

Board members have sought to formally recognize the hard work and dedication of Staff during these trying times with a resolution acknowledging showing great appreciation for them and all they do for the District, its residents and the Board.

Fiscal Impact:

There is no cost to the District for this matter.

Staff Recommendation:

Approve **Resolution No. 2021-40** Reaffirming the San Miguel Community Services District Board's Appreciation and Support for Staff.

PREPARED BY:

Douglas L. White, District General Counsel

Attachment(s):

Exhibit A: Resolution 2021-40
{CW109547.1}



RESOLUTION No 2021-40

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
REAFFIRMING THEIR APPRECIATION AND SUPPORT FOR DISTRICT STAFF**

WHEREAS, the San Miguel Community Services District (“the District”) employs staff members who are dedicated to serving the community including firefighters, emergency medical personnel, utilities staff, office staff and management; and

WHEREAS, the men and women who comprise the District’s staff have worked at some peril during the global Covid-19 Pandemic, often giving of their time, effort and energy as well as risking their own lives and safety, in a manner demonstrating diligence to provide firefighting, emergency medical service, utility service, and protection and safety to the community; and

WHEREAS, the Board commends District staff for its dedication, service and leadership to the citizens of San Miguel and beyond during very difficult and trying times.

THEREFORE, BE IT RESOLVED, that the Board of Directors commends and declares its appreciation and support of the District’s staff with its exceptional record of service and protection of all citizens and properties of the District.

PASSED AND ADOPTED on November 18, 2021 by the Board of Directors on a motion of Director _____, seconded by Director _____, and by the following Roll Call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Doug White, District General Counsel



Board of Directors Staff Report

November 18, 2021

AGENDA ITEM: XI-11

SUBJECT: The Board will discuss their self-assessment and Board analysis.

STAFF RECOMMENDATION: None.

BACKGROUND:

As part of the Board's obligation to the District (Chapter 4 of the Board Members' Handbook) and in order to receive any stipend for their work as a Board Member; the Board of Directors must engage in a yearly self-assessment and analysis of their work and achievements as a Board, and as individual Board members.

The Board members have been provided with a written assessment tool to use to reflect on their work.

The Board will review and discuss the process, as well as their overall self-assessments and analysis of the Board as a whole.

Fiscal Impact:

The cost to the District for stipends has already been budgeted and no budgetary adjustments are necessary.

PREPARED BY:

Douglas L. White, District General Counsel