



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

Anthony Kalvans, President
John Green, Director

Gib Buckman, Director

Larry Reuck, Vice President
Joseph Parent, Director

THURSDAY, July 27th, 2017

7:00P.M. AMENDED

BOARD OF DIRECTORS SPECIAL MEETING AGENDA

**SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451**

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 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. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under “Oral Communications.” 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 SMCSD 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: 7:00 PM**
- II. Pledge of Allegiance:**
- III. Roll Call:**
- IV. Adoption Regular Meeting Agenda**
- V. 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" form and place in basket provided.

VI. ADJOURN TO CLOSED SESSION:

A. CLOSED SESSION AGENDA: CANCELLED

1. CONFERENCE WITH LABOR AGREEMENT NEGOTIATORS

Pursuant to Government Code Section 54957.6
 Agency Designated Representatives: District General Counsel
 Employee Organization: San Luis Obispo County Employees Association
 Title: Memorandum of Understanding Negotiations with the Association

B. RECONVENE TO OPEN SESSION

C. REPORT OUT OF CLOSED SESSION

- 1. Report out of Closed Session by District General Counsel

VII. Call to Order for Regular Board Meeting 7:00 pm

VIII. Public Comment and Communications:

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" form and place in basket provided.

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. San Luis Obispo County Sheriff (Ken Conway) 2. San Luis Obispo County Board of Supervisors 3. San Luis Obispo County Planning and/or Public Works 4. San Miguel Area Advisory Council 5. Camp Roberts—Army National Guard (Balliet, Nicole Col.) | <ul style="list-style-type: none"> Verbal & Kalvans Report Attached No Report No Report No Report Report Attached |
|---|--|

District Staff & Committee Reports:

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> 6. Interim General Manager 7. District General Counsel 8. Dist Engineer. 9. Utility Supervisor 10. Fire Chief 11. Bookkeeper | <ul style="list-style-type: none"> (Mr. Roberson) (Mr. White) (Mr. Reely) (Mr Dodds) (Chief Roberson) (Mrs. Freeman) | <ul style="list-style-type: none"> Verbal Verbal Report Attached Report Attached Report Attached Verbal/Claims Rpt. |
|---|--|---|

X. CONSENT ITEMS:

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. Approval of Board Meeting Minutes:**
 - 1- a Special Board Minutes for May 18, 2017
 - 1- b Regular Board Minutes for May 25, 2017

2. Review, Receive and File the quarterly Investment Report for June 2017

XI. BOARD ACTION ITEMS:

- 1. Review and approve Resolution 2017- 40 starting Prop 218 process for proposed 8.91% increase in commercial Trash Collection Fees by San Miguel Garbage Company. (Roberson/ Aron Kardashian - SM Garbage)**

STAFF RECOMMENDATION:

Approve Resolution 2017-40 starting Prop 218 process for proposed 8.91% increase in commercial Trash Collection Fees by San Miguel Garbage Company and direct staff to proceed with Prop 218 process.

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

- 2. Discuss the status of the current vehicle fleet, proposed changes and additions.**

STAFF RECOMMENDATION:

Discuss the status of the current vehicle fleet, proposed changes and additions, and provide direction to staff. (Dodds)

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

- 3. Review and approve an agreement between the County of San Luis Obispo (County) and San Miguel Community Services District (District) for the County to continue collecting Fire Public Facilities fees on behalf of the District through the County's permit process. (Dodds)**

STAFF RECOMMENDATION:

Staff recommends review and approve the Agreement between the County and District allowing the County to collect Fire Public Facilities fees through the county's permit process

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

- 4. Approve Resolution 2017-37 Cost Sharing Memorandum of Agreement (MOA) for the Groundwater Sustainability Plan (GSP) preparation among all groundwater sustainability agencies in the Paso Robles Basin. (Reely)**

STAFF RECOMMENDATION:

Staff recommends that the Board review and Authorize the Interim General Manager to execute the Memorandum of Agreement regarding the preparation of the Groundwater Sustainability Plan (GSP) for the Paso Robles groundwater basin. **Resolution 2017-37**

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

- 5. Discuss and Authorize Dr. Reely of Monsoon Consultants to propose revised boundaries for the San Miguel Groundwater Sustainability Agency.**

STAFF RECOMMENDATION:

Staff requests authorization and direction to propose potential revised boundaries for the San Miguel Groundwater Sustainability Agency

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

- 6. Review and Discuss update on Fiscal Year 2016-2017 Budget Review (Aguilar)**

STAFF RECOMMENDATION:

Review and discuss update on Fiscal year 2016-17 Budget.

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

- 7. Review proposed FY 2017-18 Operational and Capital Budgets and approve Resolution No 2017-38 adopting the proposed budget (Aguilar)**

STAFF RECOMMENDATION:

Review proposed FY 2017-18 Operational and Capital Budgets and approve **Resolution No 2017-38** adopting the proposed budget (Aguilar)

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

- 8. Review and Approve Resolution No. 2017-39 adopting the 2017 District's annual investment policy (Aguilar)**

STAFF RECOMMENDATION:

Approve **Resolution No. 2017-39** adopting the 2017 District's annual investment policy

- 9. Review and Approve Resolution 2017-41 approving revisions to the Employment Agreement for Kelly Dodds as Director of Utilities.**

STAFF RECOMMENDATION:

Staff recommends that the Board Approve Resolution 2017-41 approving revisions to the Employment Agreement for Kelly Dodds as Director of Utilities.

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

10. Review and Approve Resolution 2017-42 approving revisions to the Employment Agreement for Tamara Parent as Board Clerk.

STAFF RECOMMENDATION:

Staff recommends that the Board Approve Resolution 2017-42 approving revisions to the Employment Agreement for Tamara Parent as Board Clerk.

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

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

Time: _____

ATTEST:

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

I, Tamara Parent, Account Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this revised agenda at the SMCSO office on July 21, 2017.

Date: July 21, 2017

Tamara Parent, Account Clerk II/ Operations Coordinator

Next Scheduled Regular Board Meeting is August 31, 2017.

**San Miguel Community Services District
Board of Directors**

Presidents Report

July 27, 2017

AGENDA ITEM: IX - 1

SUBJECT: Discuss and provide feedback regarding the status of public safety in the community of San Miguel with regards to crime.

PRESIDNETS RECOMMENDATION:

Staff recommends that the Board of Directors hear from the public and law enforcement agencies regarding the status of crime in San Miguel, and discuss any possible solutions.

BACKGROUND:

The community has been hit by a recent wave of criminal activity from vandalism, to residential and commercial burglaries, to gunshots. Residents have requested that more be done to protect the community. There have also been calls in the past for a substation.

The sheriff's department has made changes in the North County including putting in a security camera along Mission Street, back in 2016, and hiring two new deputies for the North County in 2017, with the intended goal of reducing response times.

Attached to this report is a copy of a report from the San Luis Obispo County Sheriff's Department regarding the recent number of calls they have received in the community.

FISCAL IMPACT:

There is no immediate fiscal impact by this item, however depending on direction given to staff there could be a fiscal impact.

PREPARED BY:

Anthony Kalvans

Anthony Kalvans
President, Board of Directors

Camp Roberts July Report to the San Miguel Community Services District

The Camp Roberts population will grow to approximately 5,000 during the month of July and the first part of August. Soldiers will be conducting a large scale exercise utilizing both Camp Roberts and Fort Hunter Liggett.

With the surge in troop density, San Miguel residents will see an increase of traffic on Highway 101 as military vehicles transporting troops and equipment will be utilizing both the north and southbound lanes.

In addition to increased traffic, San Miguel may see more usage of businesses, i.e., food establishments, grocery outlets, the gas station.

At this time, Camp Roberts does not have a controlled burn planned but Soldiers will be using the ranges which could result in small fires on the installation. Our Fire Department is prepared and will respond as required.

Air operations should remain at a steady state with aircraft flying into Camp Roberts from both Northern and Southern California as well as the valley.

Col. Nicole Balliet, Army National Guard

7-2017



MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406
(805) 476-6168 www.monsoonconsultants.com

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Rob Roberson, Interim General Manager
Post Office Box 180
San Miguel, CA 93451
(805) 467-3300

BOARD OF DIRECTORS

Anthony Kalvans, President
Larry Reuck, Vice President
John Green
Gib Buckman
Joseph Parent

Re: DISTRICT ENGINEER REPORT - JULY 2017

Gentlemen:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

OVERVIEW

The District produced approximately 11.5 MGAL (15,395 CCF) of water during the month of June 2017. This represents an increase of 22% from the prior month. This represents the largest volume of water produced by the District in the previous 2-years. No major failures or unexpected major expenditures were encountered within the water, wastewater, or street lighting systems during the month. In addition to routine operations and maintenance duties, our utility staff completed the installation of approximately 500-LF of new 8" PVC water main in "K" Street, in conjunction with the municipal park improvement construction project. The new section of waterline will be connected to the existing system as operator schedule permits.

MEETING PARTICIPATION

A brief summary of relevant issues that were discussed during meetings attended by the DE and Utility Supervisor during the previous month are summarized below. (Note that routine meetings with SMCS staff are not included):

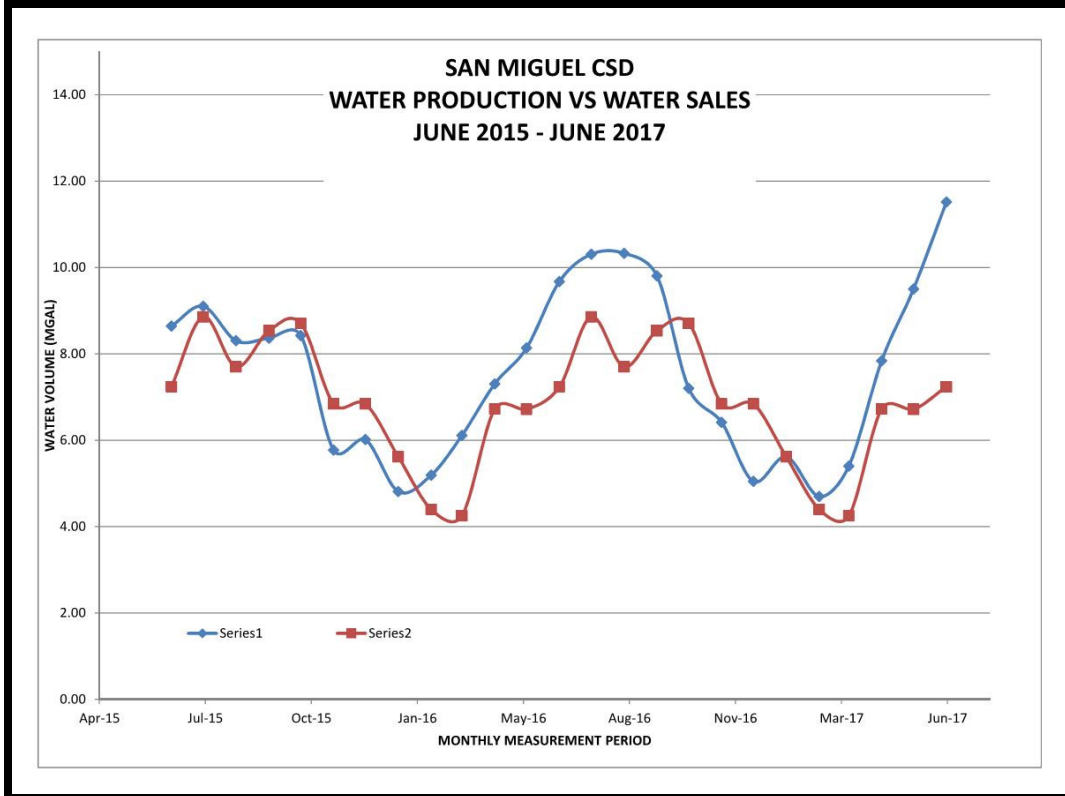
1. July 7, 2017: The DE attended a meeting of a sub-committee of the Paso Robles Groundwater Basin SGMA Implementation –Eligible GSA Entity Working Group to discuss the scope of work to be proposed in an application for grant funding under the DWR PROP 1 Sustainable Groundwater Planning Grant Program.

CIVIL ENGINEERING / HYDROLOGY

2. June 16, 2017: The DE attended the Pre-Bid meeting for the SLT AS Blending Line project..

24-MONTH WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 24-months.



CAPITAL IMPROVEMENT PROGRAM

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. San Lawrence Terrace Arsenic Blending Pipeline & Tank Improvements: The project is currently out for bid and a pre-bid meeting was held onsite on July 20, 2017. The only contractor that attended the pre-bid meeting was Whitaker Construction. Bids are due on August 8, 2017. The CDBG Sub-Recipient Agreement has been approved by SLO County which will provide \$150,000 in grant funds for the project.
2. San Miguel Park / "L" Street Improvements: The County's contractor (G Sosa Construction), continues to make progress. The widening of "L" Street is complete and open. "K" Street has been permanently closed at the park. The District Utility staff has completed the replacement of approximately 500-LF of existing 6" C.I. water main replacement within "K" Street in the area of the park. The new waterline will be tied into the existing distribution system when utility staff schedule permits.
3. Waterline Replacement on 11th Street & UPRR and 10th Street & Mission: The DE is in the process of preparing plans, specifications, bidding documents and

UPRR/Caltrans ROW encroachment permit applications for this project. The plans are approximately 30% complete.

4. Water / Wastewater System Master Plan Updates: The DE has initiated the process of updating the Water and Wastewater System Master Plans. A schedule for completion will be provided in the DE August monthly report.

DEVELOPMENT

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The contractor has started the installation of the underground utilities.
- b) People's Self Help (Tract 2710). This is a 24 Lot residential subdivision. Construction of water and sewer lines have been completed, tested and passed inspection. Homes are now under construction and they will be building in groups of 8 at once. The District is providing lateral inspections as needed. To date, more than 50% of the planned homes have been framed
- c) 972 K Street/Commercial (Dollar General Store). The site improvements and building construction are nearing completion The grand opening is scheduled for July 31, 2017.
- d) Tract 2779 (Nino - 34 lots) – The plans and construction documents have been reviewed and approved by the District. The project is now awaiting final approval by the County.

GROUNDWATER SUSTAINABILITY AGENCY

With a goal of soliciting cooperation and collaboration from the various GSA stakeholders within the Paso Robles Groundwater Basin, during the process of preparing a Basin GSP document, the District has been participating in a working group to develop a Memorandum of Agreement (MOA) to be used for coordinating the preparation of a basin-wide GSP. In recent meetings of all eligible agencies, a draft MOA was circulated for discussion and comment. The DE anticipates distributing the FINAL DRAFT MOA to the members of the GSA Committee in July.

The MOA is intended to be used by the eligible agencies for establishing a committee that develops and coordinates a single GSP that is to be adopted by each eligible GSA agency, then submitted for DWR approval. This MOA may also serve as the basis for continued cooperation among the Parties in the management of the Basin during the period between adoption of the GSP and approval by DWR. This MOA, once fully executed, will automatically sunset upon DWR's approval of the GSP for the Basin in 2020. In 2020, there would be another agreement or some other means adopted by each eligible agency and collectively for continued groundwater management activities.

We have received a Solicitation for Grant Funding from the DWR regarding their Sustainability Groundwater Planning Grant Program which offers GSA's grant funding to assist with the GSP development (as well as other types of projects). At the request of the direction of the Board of Directors at the May 25, 2017 District meeting the DE has initiated preparation of an application for funding in response to the subject funding opportunity.

STAFFING / RECRUITING

The District is currently advertising for a water / wastewater operator. To date, we have received 1 inquiry.

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,

MONSOON CONSULTANTS

Blaine T. Reely

Blaine T. Reely, Ph.D., P.E.
President, Monsoon Consultants

July 20, 2017
Date

SAN MIGUEL COMMUNITY SERVICES DISTRICT

UTILITY REPORT

AGENDA ITEM# IX.9

Well Status:

MCL = maximum contaminate level ----- ppb = parts per billion ----- ppm = parts per million

- SLT well Arsenic levels are 6 ppb; MCL is 10 ppb Sampled 6/26/17
- SLT well Nitrate levels are 3.2 ppb; MCL is 45 ppb Sampled 7/18/16
- Arsenic levels on Oak Drive are 7 ppb; MCL is 10 ppb Sampled 6/26/17
- Well 3 and 4 are both in operation.
- Well 4 water static level 66.2 Pumping level 97.2 (3/17)
- SLT Water static level 171.4' 11/16

State Water Resources Control Board (SWRCB):

- Effective 1/17/17 the state is requiring that all water districts sample for lead and copper at any K-12 schools that they supply water to, upon request of those schools. The testing is to consist of 5 samples throughout the school, including any subsequent confirmation test. This testing is to be at the expense of the water district but funding is available to help schools upgrade or replace plumbing to comply with drinking water standards.
- We are currently working with Lillian Larson School to perform lead and copper testing at their site.

Water System status:

Water leaks this month:1 This year: 5 Total last year: 6

Water related calls through the alarm company after hours this month: 2 this Year: 8

- SLT Well is being run to system, blending in the Terrace Tank. Current trending is shown in chart attached.
- K street water line is still going, experiencing some unexpected delays due to other work, and staffing

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month:0 this Year: 14

WWTP status:

- We begin pumping sludge 7/10, it will continue at least through the end of July
- Experiencing failures again with the Pond 2 Aerator. Most likely heat related, but will require some time to isolate the actual cause.

Lighting status:

- Working on installing a pole and street light at River road and Power Road.

Project status:

- Continuing raising valves and manholes around town.
- Park water line replacement – Our line replacement started 3/20/17. (3/2017)
- Through the Energy Watch program and PG&E we are participating in a lighting fixture retrofit program, to retrofit light fixtures to LED fixtures at the Wastewater Treatment Plant, Well 4, and the Fire Station. Work should be approved this month and completed by the end of August.

SCADA:

- Installation of the system has been completed per contract and the system is now operating as designed, we are receiving all the alarms and are able to make adjustments remotely via a tablet. Corrections have been made to correct issues that were discovered during the initial installation and replacement of the backup float system at the Wastewater Treatment Plant that was discovered to be faulty is currently scheduled for mid-January. We still have to address an oversight in the reporting ability of the SCADA system, but we are working with TESCO to determine the most efficient and cost effective way to move forward and to receive the necessary reports. An item was originally scheduled for E&F for 1/12/17 to discuss SCADA but was rescheduled by the GM.
- Through this implementation of SCADA we have made several adjustments to our pumping schedule to reduce energy cost by pumping in off peak periods, and by running wells longer to reduce startups.
- Through increase time in operation the SCADA system will allow operations to become more efficient as we get more data to show what the system is actually doing on a continual basis.
- Recently we have had a couple of SCADA communication failures, TESCO determined that they needed to update the firmware on the PLCs which was completed at the beginning of the month. (3-20-17)

SLO County in San Miguel:

- Park improvements: G Sosa Construction is continuing work on the park project. L street is open and K street has been permanently closed. (6/2017)

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. We have received notice of road closures; notices are available in the office. (2-2017)

Rain in San Miguel:

Calendar year as measured at our WWTP

2014 total	14.25"
2015 total	5"
2016 total	10.25"
1/1-9/17	2"
1/9-15/17	1"
1/16-19/17	.5"
1/20-24/17	2"
1/25-2/10/17	1.75"
2017 total	7.25"

PREPARED BY:

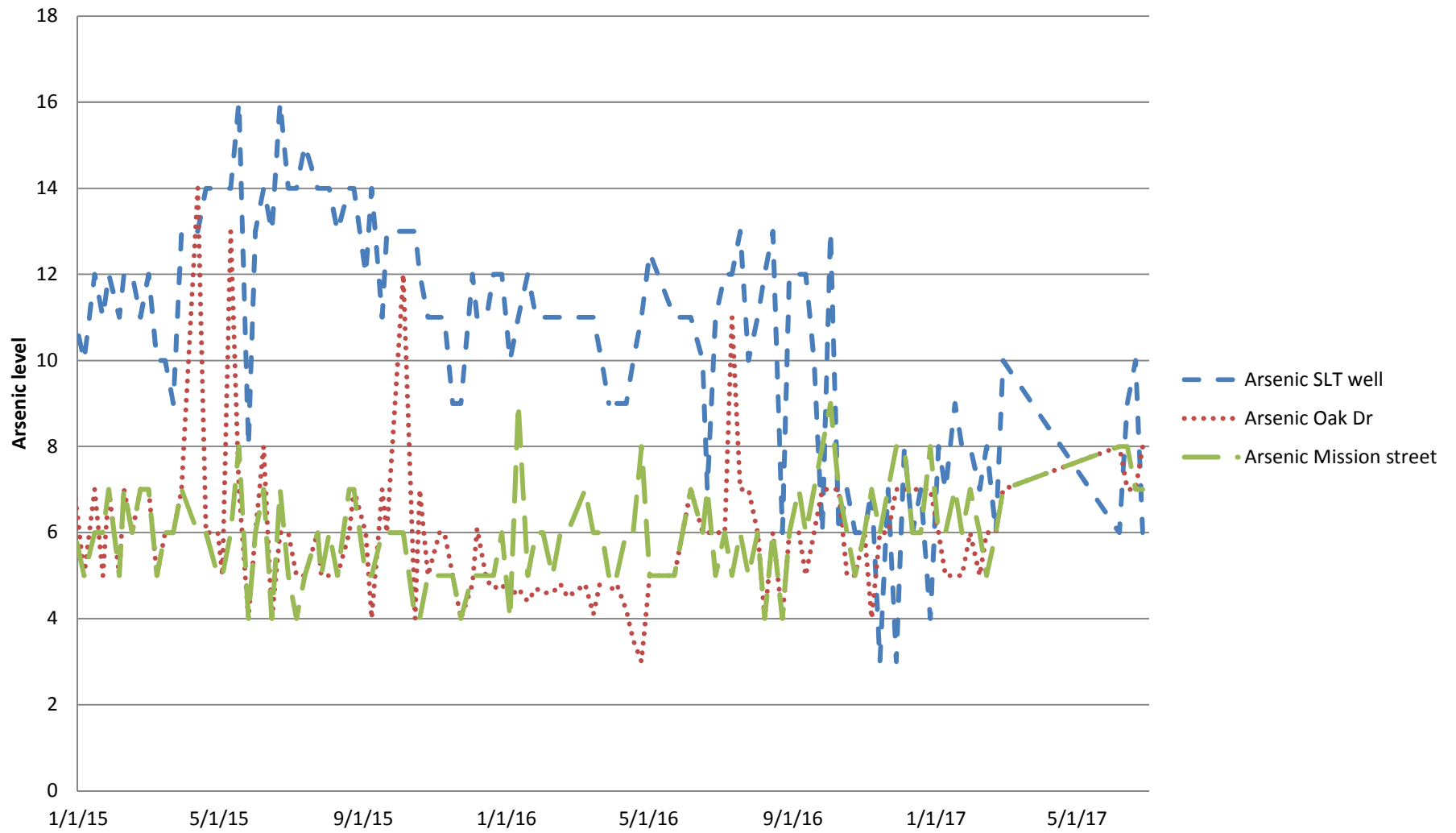
Kelly Dodds

Kelly Dodds

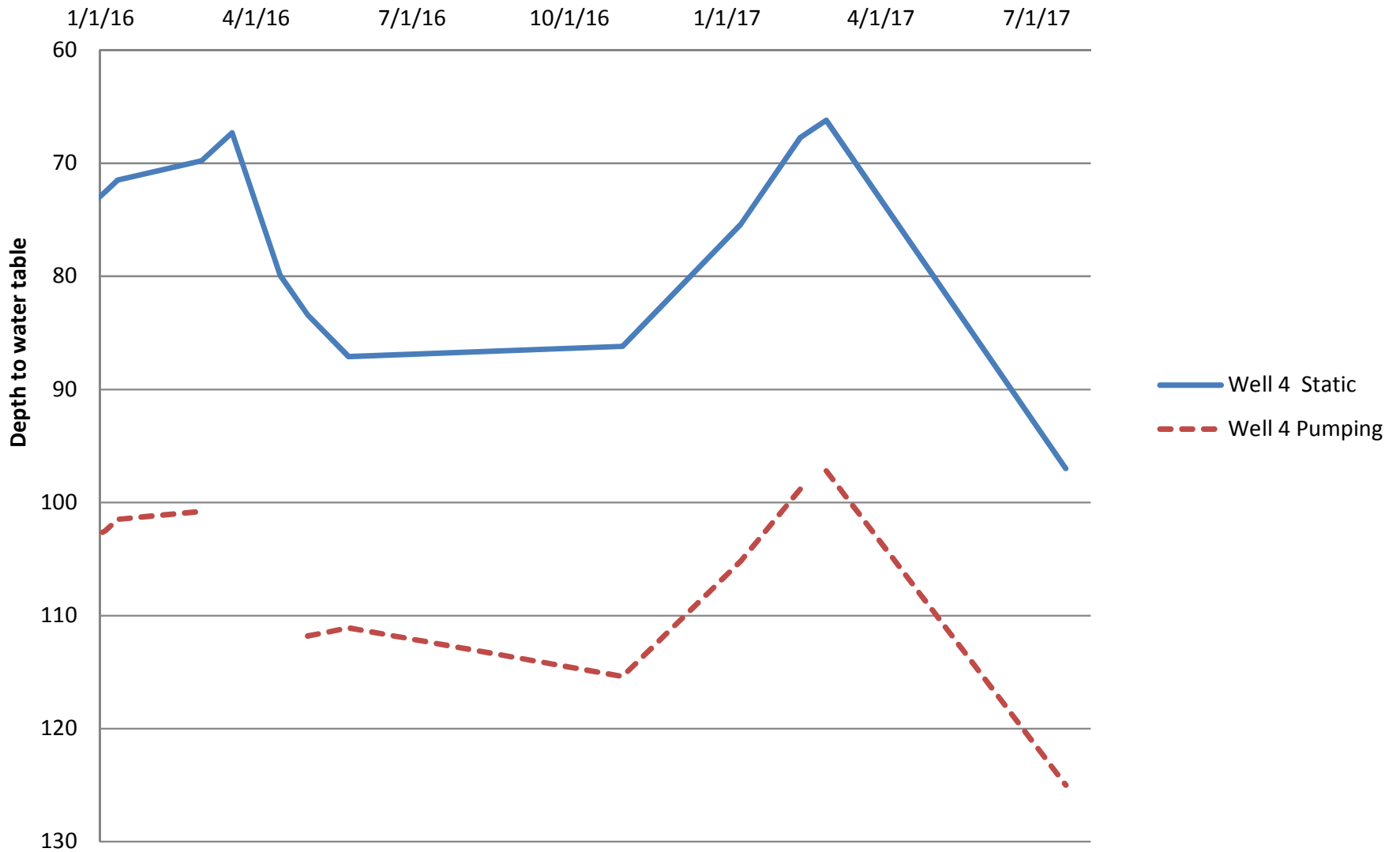
Utility Supervisor

Date: July 21, 2017

Arsenic Trending



San Miguel CSD Well 4 water table trending



7/18/2017



San Miguel Community Services District Board of Directors Meeting

Staff Report

July 27th, 2017

AGENDA ITEM: IX 10

SUBJECT: Fire Chief Report for June 2017

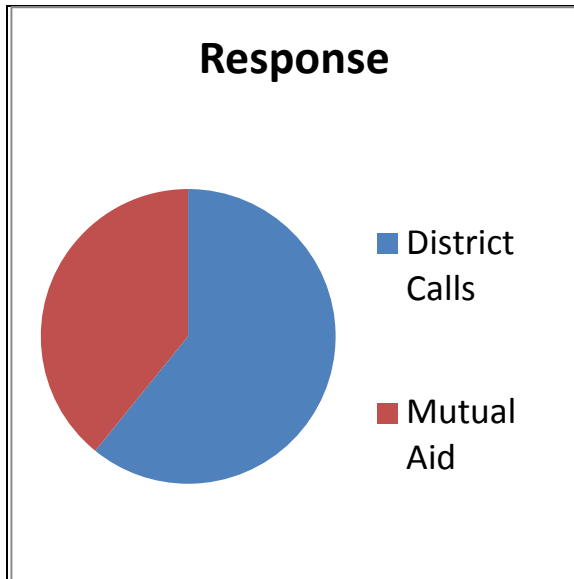
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

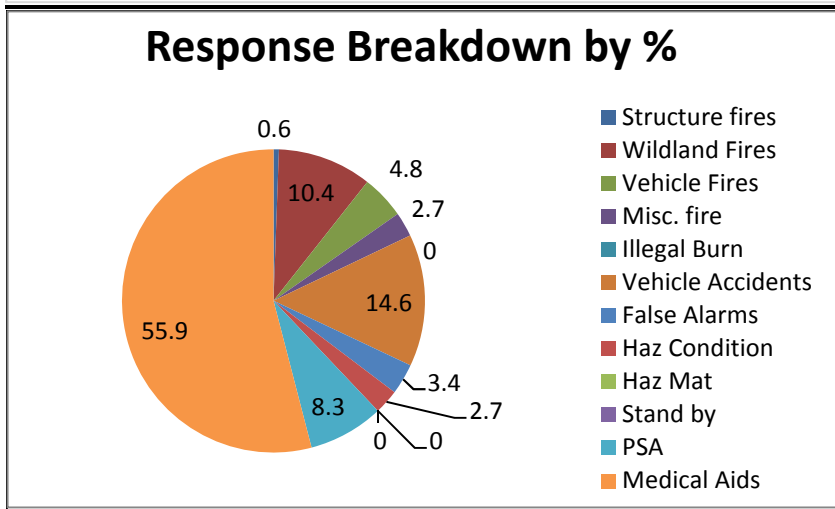
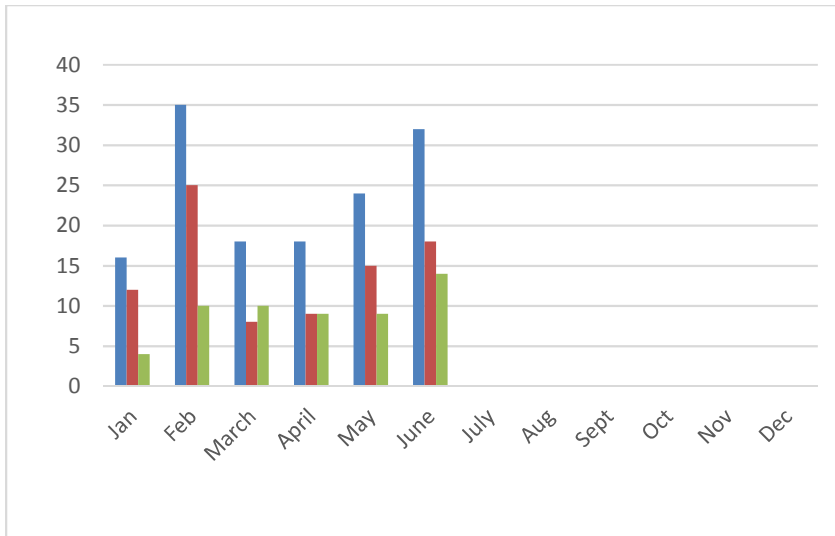
- Total Incidents for June 2017 **32**
- Average Calls for the Month of June in 2017 **23.8**
- Total calls for the year to date **143**

Emergency Response Man Hours in May = 107	2017 total	398
Stand-By Man Hours for May = 21		143
	Total hr.	541

Emergency Response Man Hours = 3.3 hr. Per call for May	2.1 hr. Per call for the year
Stand-By Average per Call = .6 hr. Per call for, May	.7 hr. Per call for the year



	June	YTD
District calls	18 = 56%	87 = 60%
Mutual aid calls	14 = 43%	56 = 39%
Assist Camp Roberts	5	15



For 143 calls for 6 Months in 2017	
District Calls	60%
Mutual Aid	39%
XX	
Structure fires	.6%
Wildland Fires	10.4%
Vehicle Fires	4.8%
Misc. fire	2.7%
Illegal Burn	0%
Vehicle Accidents	14.6%
False Alarms	3.4%
Haz Condition	2.7%
Haz Mat	0%
Stand by	0%
PSA	8.3%
Medical Aids	55.9%

Personnel:

1 Chief Hours: 182 hours and 11 days of 24-hour coverage.
 1 Asst. Chief: 30 hours and 18 days of 24-hour coverage.
 Captain Young 5 days 24 hours of coverage.
 Captain Byrnes 0 days 24 hours of coverage.
 Captain Root 3 days 24 hours coverage.
 Matt Toevs 3 days 24 hour coverage.

We currently have 19 active members.

- 3 Fire Captains
- 2 Engineers
- 12 Firefighters

3 drills 19 members, 35/57 attendance 50% for June Drill Attendance, 154/342 45% for the year.
 Year average attendance 6.1/19 members per drill.

143 calls, 19 members, 506/2717 responders, 18.6% Response Attendance,

June 32 calls, 19 members 109/608 responders, 17.9%
Average 2017 annual response. 3.5 per call

Firefighter stipend pay for 16-17 fiscal year

1 st quarter	July, Aug, Sept	\$7643.48
2 nd quarter	Oct, Nov, Dec	\$3238.50
3 rd quarter	Jan, Feb, March	\$5048.22
4 th quarter	April, May, June	\$6691.99

Fiscal year 16-17 total stipend pay \$22,622.19 + OES = **\$3688.59**

OES Stipend earned for the district for Engine and admin \$18,933.60

Equipment:

- 8668 out of service for the pump
- Exhaust pipe on 8687 is rubbing the transmission case and will need to be fixed.
- Replaced Washer & Dryer in Fire bay

Activities:

June

<u>Date</u>	<u>Subject matter</u>
6	Wildland Progressive Hose Lays
13	Engine Company Operations / Mission Response
20	Vehicle Extrication
27	Association Meeting

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
	Aids Ride BBQ Bradly	
	Work Day on training Site	

July

<u>Date</u>	<u>Subject matter</u>
4	4th of July Coverage
11	Medical Heat Related Injuries, Patient Assessment
18	RIC Team Ops
25	Association Meeting

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
	Cleanup	0800-1200
	July 4 th coverage	

Information:


SRA Fire Prevention Fee

On 7/17/17 AB 398 was passed by the legislature that stopped the collection of the SRA Fee for fire prevention. This bill stops the collection of the Fee and will repeal it in 2031.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

	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	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Veg. Fires	0	0	0	0	0	0	1	1	1	5	1	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	12
Vehicle Fires	0	0	1	0	0	1	0	0	1	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	5
Misc. Fires	2	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0
Illegal Burning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Accidents	1	2	2	2	0	3	2	1	0	2	1	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	15
False Alarms	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	2
Hazardous Condition	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pub.Svc.Asst.	0	0	3	0	0	1	0	1	5	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	2
Medical Aids	9	2	16	8	6	5	4	6	7	1	14	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	24
Call TOTALS	12	4	25	10	8	10	9	9	15	9	18	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	87	56
	16		35		18		18		24		32		0		0		0		0		0		0		143			
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	4	0	8	2	10	0	9	0	8	1	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	56	
Camp Bob Asst.	1		1		3		2		3		5		0		0		0		0		0		0		15			
Average Calls Per	<i>Month</i>		22.2	<i>Day</i>		0.7	<i>SLO Co. MA</i>				53		<i>Montrey Co. MA</i>				3		<i>CPR TOTAL</i>				0					

FIRE EQUIPMENT

2017 MILEAGE / FUEL REPORT

IX-10-3

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
Diesel															
E-8696	9	0	64	21.4	46	0	94	21	23	0	63	17.5	299	59.9	5.0
E-8687	0	0	15	0	15	20	82	16.1	142	19	338	64.1	592	119.2	5.0
E-8668	68	0	44	14.6	11	0	15	0	74	0	12	0	224	14.6	15.3
6 Month Total												1115	193.7	5.8	
Gas															
U-8630	647	37	300	10	388	45	191	22	156	11	176	28.54	1858	153.5	12.1
C-8600	694	26.4	466	29.6	135	19	616	20.7	600	46	673	59.5	3184	201.2	15.8
6 Month Total												5042	354.7	14.2	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
Diesel															
E-8696													299	59.9	5.0
E-8687													592	119.2	5.0
E-8668													224	14.6	15.3
6 Month Total												1115	193.7	5.8	
Gas															
U-8630													1858	153.5	12.1
C-8600													3184	201.2	15.8
6 Month Total												5042	354.7	14.2	

YTD 2016 Total	mi.	gal.	Avg. MPG
Diesel	2230	387.4	5.8
Gas	10084	709.5	14.2

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3110		576 APEX FIRE CONTROL	248.76					
	81601	05/30/17 Fire Extg. Annual Maintenance	124.38*			40 64000	305	10200
	81601	05/30/17 Fire Extg. Annual Maintenance	124.38*			50 65000	305	10200
		Total for Vendor:	248.76					
3070		535 BRENDLER JANITORIAL SERVICE	275.00					
	1560C	06/01/17 May 2017 Janitorial Service	275.00*			10 61000	305	10200
		Total for Vendor:	275.00					
3099		573 BURT INDUSTRIAL SUPPLY	29.90					
	K Street							
	41826	06/08/17 MJ Cap	29.90			50 65000	433	10200
		Total for Vendor:	29.90					
3071		340 C&N TRACTORS	103.22					
	25180P	05/23/17 Polycut BL/Oil Synth	21.50*			40 64000	305	10200
	21580P	05/23/17 Polycut BL/Oil Synth	21.50*			50 65000	305	10200
	25253P	05/25/17 Pull Starter Assembly #136604	30.11*			40 64000	305	10200
	25253P	05/25/17 Pull Starer Assembly #136604	30.11*			50 65000	305	10200
3098		340 C&N TRACTORS	144.49					
	KUB U35-4R1A	Excavator						
	25534P	06/08/17 Fuel Filter/Air Filter	144.49			20 62000	354	10200
		Total for Vendor:	247.71					
		*** Claim from another period (5/17) ****						
3062		521 CHAPARRAL BUSINESS MACINES, INC.	59.14					
	Maintenance Contract #6913-01							
	Samsung/X4250LX							
Acct No. 013014								
	414471	05/30/17 Maint Contract #6913-01/Copier	59.14*			10 61000	415	10200
		Total for Vendor:	59.14					
3116		473 CHURCHWELL WHITE LLP	98,791.58					
	Professional Services	Rendered through May 31, 2017						
	24717	05/31/17 General Counsel	13,146.05*			10 61000	327	10200
	24718	05/31/17 Steinbeck v SLO	2,657.40*			50 65000	332	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	24719	05/31/17 Water	8,924.37*			50 65000	332	10200
	24720	05/31/17 Solid Waste	4,831.60*			60 66000	327	10200
	24722	05/31/17 SLOCEA v San Miguel CSD (T.F	220.47*			10 61000	327	10200
	24724	05/31/17 SLOCEA v San Miguel CSD Dru	8.60*			10 61000	327	10200
	24725	05/31/17 HR	16,895.42*			10 61000	327	10200
	24726	05/31/17 MOU Negotiations	1,303.86*			40 64000	331	10200
	24726	05/31/17 MOU Negotiations	1,303.86*			50 65000	331	10200
	24727	05/31/17 HR Investigation	28,575.34*			10 61000	327	10200
	24729	05/31/17 San Miguel-Acting GM	20,924.61*			10 61000	327	10200
		Total for Vendor:	98,791.58					
3093		87 CWEA	172.00					
		CWEA Renewal Notice for Association Membership						
		06/06/17 CWEA Association Membership	86.00*			40 64000	385	10200
		06/06/17 CWEA Association Membership	86.00			50 65000	385	10200
		Total for Vendor:	172.00					
3111		93 DODDS, KELLY	142.85					
		Mileage Reimbursement -						
		5/30/17 - 6/14/17						
		06/22/17 99 miles x .535	71.43*			50 65000	345	10200
		06/22/17	71.42*			40 64000	345	10200
		Total for Vendor:	142.85					
3081		109 FERGUSON ENTERPRISES	1,030.68					
		Acct #725334						
		06/02/17 8 MJXFLG C153 90 Bend L/A	1,030.68			50 65000	433	10200
3096		109 FERGUSON ENTERPRISES	154.80					
		Acct #725334						
		4765328 06/09/17 MIP Ball Corp	154.80			50 41010		10200
3103		109 FERGUSON ENTERPRISES	431.08					
		Acct #725334						
		4789263 06/12/17 LF B13-44 W/HT-3HDL4	431.08			50 41010		10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3117		109 FERGUSON ENTERPRISES	136.08					
Acct #725334								
	4765217	06/16/17 Mark Paint	68.04*			40 64000	305	10200
	4765217	06/16/17 Mark Paint	68.04*			50 65000	305	10200
		Total for Vendor:	1,752.64					
		*** Claim from another period (5/17) ****						
3057		112 FGL - ENVIRONMENTAL ANALYTICAL	81.00					
Acct #8000653								
	781204A	05/19/17 Metals, Total-Na	25.00			40 64000	355	10200
	781204A	05/19/17 Wet Chemistry,SO4TDS,NO3,N,C	56.00			40 64000	355	10200
		*** Claim from another period (5/17) ****						
3058		112 FGL - ENVIRONMENTAL ANALYTICAL	191.00					
Acct #8000654								
	781205A	05/30/17 Metals, Total B,Na	39.00			40 64000	355	10200
	781205A	05/30/17 Wet Chemistry	127.00			40 64000	355	10200
	781205A	05/30/17 Sampling pick up	25.00			40 64000	355	10200
		*** Claim from another period (5/17) ****						
3061		112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
Acct #8000654								
	781437A	05/30/17 Metals, Total As	42.00			50 65000	358	10200
	781437A	05/30/17 Sample pick up	25.00*			50 65000	355	10200
3102		112 FGL - ENVIRONMENTAL ANALYTICAL	40.00					
Acct #8000653								
	781992A	06/15/17 Coliform-Colilert-P/A	40.00			50 65000	359	10200
3108		112 FGL - ENVIRONMENTAL ANALYTICAL	543.00					
Acct #8000653								
	781556A	06/19/17 Metals, Wet Chemistry-Perchlo	543.00*			50 65000	357	10200
3109		112 FGL - ENVIRONMENTAL ANALYTICAL	105.00					
Acct #8000653								
	782229A	06/16/17 ColiforColilert P/A	105.00			50 65000	359	10200
		Total for Vendor:	1,027.00					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3120		125 GREAT WESTERN ALARM	83.90					
Acct #GW-661								
Service Period: 07/01/17 to 07/31/17								
	0602242101	07/01/17 Answering Service	41.95			40 64000	380	10200
	0602442101	07/01/17 Answering Service	41.95*			50 65000	380	10200
Total for Vendor:			83.90					
3118		129 HACH	360.04					
Account #292463								
	10503683	06/19/17 CL17/Chemicals	360.04*			50 65000	356	10200
Total for Vendor:			360.04					
3090		132 HD SUPPLY WATERWORKS, LTD.	1,991.14					
Acct #210091								
	H294370	06/08/17 Meter CF 3G UC83 TRACT #2710	1,991.14			50 41010		10200
3104		132 HD SUPPLY WATERWORKS, LTD.	1,391.28					
Acct #21009								
	H325552	06/13/17 15 1" Ball meter	1,391.28			50 41010		10200
Total for Vendor:			3,382.42					
3095		439 JK LANDSCAPE MAINTENANCE	4,899.00					
Weed Abatement								
Resolution #2017 -20								
	170623	06/13/17 Parcel 021-051-022	1,500.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-281-011	150.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-141-017	500.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-302-010	350.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-141-007	250.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-112-002	250.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-141-024	250.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-231-036	250.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-171-008	200.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-331-034	200.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-231-041	333.00*			20 62000	503	10200
	170623	06/13/17 Parcel 021-231-017	333.00*			20 62000	503	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	170623	06/13/17 Parcel 021-231-024	333.00*			20 62000	503	10200
		Total for Vendor:	4,899.00					
3074		517 MARK'S TIRE SERVICE	2,645.02					
	19459	05/30/17 Engine #8687 275/80R22 BFG	2,645.02			20 62000	354	10200
		Total for Vendor:	2,645.02					
3091		175 MIKE ROACH ELECTRIC	543.47					
		New A/C Condenser Circuit & Disconnect						
	4187	06/07/17 New A/C Condenser Circuit & Di	543.47			20 62000	510	10200
3101		175 MIKE ROACH ELECTRIC	387.75					
		Relocate FAU Circuit Upstairs						
	4198	06/14/17 Moved existing 20A FAU Circuit	387.75			20 62000	510	10200
		Total for Vendor:	931.22					
3075		553 MOSS, LEVY & HARTZHEIM LLP	1,000.00					
2015		-2016 Audit						
	11520	05/31/17 Audit Services	165.00*			20 62000	325	10200
	11520	05/31/17 Audit Services	30.00			30 63000	325	10200
	11520	05/31/17 Audit Services	400.00*			40 64000	325	10200
	11520	05/31/17 Audit Services	400.00*			50 65000	325	10200
	11520	05/31/17 Audit Services	5.00			60 66000	325	10200
		Total for Vendor:	1,000.00					
		*** Claim from another period (5/17) ****						
3063		17 N REX AWALT CORPORATION	2.11					
	17599	06/01/17 1"x 3/4 Reducer Coupler	2.11*			50 65000	305	10200
3119		17 N REX AWALT CORPORATION	36.89					
	17641	07/06/17 Glue	36.89*			50 65000	353	10200
		Total for Vendor:	39.00					
3082		182 NAPA	48.14					
Acct #7543								
	781680	05/17/17 Oil Filter	21.21			20 62000	354	10200
	783542	05/17/17 PTEX THRD LCK	13.47*			40 64000	351	10200
	783542	05/17/17 PTEX THRD LCK	13.46			50 65000	351	10200
		Total for Vendor:	48.14					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3097		328 PARENT, TAMARA	77.33					
		Reimbursement UPS Overnight Fees Walmart						
		Mileage						
		06/15/17 Fire Truck Soap	10.71			20 62000	305	10200
		06/15/17 UPS Overnight Fees	34.52*			10 61000	315	10200
		06/15/17 Mileage Reimbursement	32.10*			10 61000	345	10200
		Total for Vendor:	77.33					
3121		208 PG&E	1,154.02					
		Acct #8565976480-8						
		06/16/17 12th & K Street - 8565976725	11.09*			30 63000	381	10200
		St						
		06/16/17 Tract 2605 - 8565976109	45.17*			30 63000	381	10200
		06/16/17 Mission Heights - 8565976482	210.81*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976002	411.53*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976004	55.45*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976008	255.69*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976014	85.23*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976481	54.69*			30 63000	381	10200
		06/16/17 9898 River Rd. - 8565976483	24.36*			30 63000	381	10200
		Total for Vendor:	1,154.02					
3122		209 PG&E	9,715.09					
		Acct #3675186851-8						
		06/16/17 Old Fire Station / 1297 L St	20.02			20 62000	381	10200
		06/16/17 Water Works #1 / Well 3	401.29*			50 65000	381	10200
		06/16/17 Bonita Pl & 16th / Well 4	2,836.93*			50 65000	381	10200
		06/16/17 N St / WWTP	6,140.09*			40 64000	381	10200
		06/16/17 14th St. & K St.	43.46*			50 65000	381	10200
		06/16/17 Landscape/Streetlights	186.10*			30 63000	381	10200
		06/16/17 SLT Well Drink Water	57.62*			50 65000	381	10200
		06/16/17 Mission Heights Booster	9.86*			50 65000	381	10200
		06/16/17 2HP Booster Station	9.86*			50 65000	381	10200
		06/16/17 New Fire Station 1150 Mission	9.86			20 62000	381	10200
		Total for Vendor:	9,715.09					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Approval List
For the Accounting Period: 6/17

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Heritage Oaks Bank - General Account
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3077		349 SHORE-TEK TRENCH & EXCAVATION	390.00					
Account #1324 K Street Water Line Replacement								
	2346A	05/26/17 Plate,Trench 4 x 8	390.00			50 65000	433	10200
Total for Vendor:			390.00					
3079		492 TIMECLOCK PLUS by DATA	50.00					
Customer #252831								
	425921	06/01/17 TimeClock Plus/Mo. License Fee	8.25			20 62000	715	10200
	425921	06/01/17 TimeClock Plus/Mo. License Fee	1.75*			30 63000	715	10200
	425921	06/01/17 TimeClock Plus/Mo. License Fee	20.00*			40 64000	715	10200
	425921	06/01/17 TimeClock Plus/Mo. License Fee	20.00			50 65000	715	10200
Total for Vendor:			50.00					
3105		289 TOTALFUNDS BY HASLER	500.00					
Acct#7900 0110 0130 2978								
		06/09/17 Postage	250.00*			40 64000	315	10200
		06/09/17 Postage	250.00*			50 65000	315	10200
Total for Vendor:			500.00					
3085		313 WALLACE GROUP	455.00					
Project #0406-0030-00 San Miguel CSD SLT Blending Well Design								
	43902	06/13/17 Prepare Plans - CDBG Blending	455.00*			50 65000	431	10200
Total for Vendor:			455.00					
3080		317 WESTERN JANITOR SUPPLY INC	27.99					
Acct #S1235								
	141717	05/24/17 Paper Towels	27.99*			10 61000	305	10200
Total for Vendor:			27.99					
# of Claims			39	Total:				128,504.75

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 6/17

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Fund/Account	Amount
10 ADMINISTRATION DEPARTMENT	
10200 HOB - General	\$80,199.24
20 FIRE PROTECTION DEPARTMENT	
10200 HOB - General	\$8,854.78
30 STREET LIGHTING DEPARTMENT	
10200 HOB - General	\$1,371.87
40 WASTEWATER DEPARTMENT	
10200 HOB - General	\$8,842.82
50 WATER DEPARTMENT	
10200 HOB - General	\$24,399.44
60 SOLID WASTE DEPARTMENT	
10200 HOB - General	\$4,836.60
Total:	\$128,504.75

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
May 18, 2017 SPECIAL MEETING MINUTES
MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by President Kalvans – 5:30 p.m.
- II.** Pledge of Allegiance lead by President Kalvans.
- III.** Roll Call: Directors Present: Buckman, Green, Kalvans, Reuck, and Parent.

District Staff in attendance: Kelly Dodds, District General Counsel White, Counsel Seikaly, Counsel Schweikert, and Churchwell White Paralegal Pritchard
- IV.** Adoption of Special Meeting Agenda:
Motion by Director Green to adopt Special Meeting Agenda as presented.
Seconded by Director Buckman Motion was approved by vote of 5 AYES and 0 NOES.
- V. Public Comment and Communications (for items not on the agenda):**
No public comment.
- VI. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 5:38 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. PUBLIC EMPLOYEE RESIGNATION AND RELEASE**
Title: District General Manager
 - 2. PUBLIC EMPLOYEE APPOINTMENT**
Title: Acting District General Manager
 - 3. CONFERENCE WITH LABOR AGREEMENT NEGOTIATORS**
Pursuant to Government Code Sections 54957.6
Agency Representatives: General Manager and District General Counsel
Employee Organization: San Luis Obispo County Employees Association
Title: Memorandum of Understanding Negotiations with the Association
- B. RECONVENE TO OPEN SESSION**

President Kalvans reconvened to Open Session at 6:06 p.m.

C. REPORT OUT OF CLOSED SESSION

Report out of Closed Session by District General Counsel.

VII. Public Comment and Communications:

No public comment.

VIII. CONSENT ITEMS

IX. BOARD ACTION ITEMS:

1. Review and Approve Resolution No. 2017-11 Authorizing the Board President to Execute A First Amendment to the Agreement for General Counsel Legal Services.

Item presented by Counsel White.

Staff Recommendation: Approve Resolution No. 2017-11 authorizing the Board President to execute a First Amendment to the Agreement for General Counsel Legal Services appointing District General Counsel as the temporary Action General Manager.

Board Comment: None?

Public Comments: No public comment, staff identified item 11 in the proposed contract revision did not call out “water” separately. The contract will be so revised to identify water separately.

Motion by Director Green to adopt Resolution No. 2017-11 Authorizing the Board President to Execute A First Amendment to the Agreement for General Counsel Legal Services as presented.

Seconded by Director Buckman. Motion was approved by vote of 5 AYES and 0 NOES.

2. Review and Approve Resolution No. 2017-12 Authorize the Acting General Manager to Enter Into An Agreement with Regional Government Services for Interim General Manager Services.

Item presented by Counsel White.

Staff Recommendation: Approve Resolution No. 2017-12 authorizing the Acting General Manager to enter into an agreement with Regional Government Services for Interim General Manager services.

Staff Comment: Kelly Dodds pointed out that water is not mentioned. [I couldn't hear very well at this point and have no idea what he was talking about.]

Board Comment: Director Rueck asked about the process of contracting with Regional Government Services and Counsel White clarified.

Public Comments: No public comment.

Tabled for further discussion in Closed Session.

3. Review and Approve Resolution No. 2017-13 To Dissolve the Organizations & Personnel Committee and the Equipment & Facilities Committee.

Item presented by Counsel White

Staff Recommendation: Approve Resolution no. 2017-13 to dissolve the Organizations & Personnel Committee and the Equipment & Facilities Committee.

Staff Comment: Kelly Dodds believes it takes an enormous effort to put the committees together and a lot of good comes from them, but agrees with suspension.

Board Comment: Director Parent is concerned about tasks being handled by facilities. Director Green stated that he thinks they should only be temporarily dissolved. Counsel White recommended dissolving the committees and agendizing consideration of reconstituting the committees at a later time – after a permanent General Manager is hired.

Director Buckman asked about the Board bylaws and wants to dissolve for only 2-3 months.

Director Rueck agreed with staff's recommendation.

Public Comments: No public comment.

Motion by Director Parent to adopt Resolution No. 2017-13 To Dissolve the Organizations & Personnel Committee and the Equipment & Facilities Committee as presented.

Seconded by Director Buckman. Motion was approved by vote of 5 AYES and 0 NOES.

4. Review and Approve Resolution No. 2017-14 to Form a Labor Negotiations Subcommittee and Appoint Two (2) Board Members and Alternates for the San Luis Obispo County Employees' Association Memorandum of Understanding Negotiations.

Item presented by Counsel White.

Staff Recommendation: Approve Resolution No. 2017-14 to form a labor negotiations sub-committee and appoint two (2) Board members and alternates.

Board Comment: Director Buckman asked who would be appointed. Green and Kalvans volunteered and were subsequently nominated to serve on the sub-committee. Rueck will be first-alternate and Buckman will be second alternate.

Public Comments: No public comment.

Motion by Director Green to adopt Resolution No. 2017-14 to Form a Labor Negotiations Sub-Committee and Appoint Two (2) Board Members and Alternates for the San Luis Obispo County Employees' Association Memorandum of Understanding Negotiations as presented.

Seconded by Director Parent. Motion was approved by vote of 5 AYES and 0 NOES.

5. Review and Approve Resolution No. 2017-15 Appointing Real Property Negotiators For Real Property Acquisition of APN 021-121-003, APN 021-231-017, APN 021-231-024, and APN 021-231-041.

Item presented by Counsel Schweikert.

Staff Recommendation: Approve Resolution No. 2017-15 appointing two (2) Board Members and Churchwell White LLP as negotiators for the property acquisition of APNs 021-121-003, 021-231-017, 021-231-024, and 021-231-041.

Board Comment: Director Green asked about the specifications for the parcels to be acquired. Counsel Schweikert will look into the exact addresses of the properties. Director Buckman commented that he believed the locations were on N Street and K Street. Counsel Schweikert stated the addresses are not public record. Director Buckman asked where the District is in the acquisition process. Counsel Schweikert responded that he believes the former General Manager was working directly with the County. Director Rueck indicated negotiations should continue to determine if we want the properties, identifying N Street as favorable. Director Buckman is concerned that the County has taken the property, but the homeowner is still on the property. Counsel White stated that the resolution is only for negotiations, not for the acquisition.

Public Comments: Tamara Parent wants the Board to recognize that there is a property with a home on it and suggested that the District would become a landlord.

Motion by Director Green to adopt Resolution No. 2017-15 Appointing Real Property Negotiators For Real Property Acquisition of APN 021-121-003, APN 021-231-017, APN 021-231-024, and APN 021-231-041 as presented.

Seconded by Director Reuck. Motion was approved by vote of 5 AYES and 0 NOES.

6. Review and Approve Resolution No. 2017-16 Hiring Paola Freeman as a Full-Time Bookkeeper For the District.

Item presented by Counsel Seikaly.

Staff Recommendation: Approve Resolution No. 2017-16 to hire Paola Freeman as a Full-Time Bookkeeper.

Board Comment: Director Green asked why the District can't wait out the current temp agency contract and asked if the District can increase Ms. Freeman's hours through the contract to avoid buying it out.

Counsel White mentioned that there will most likely be a finder's fee regardless.

Counsel Seikaly stated that the hours to complete the contract will increase if the District wants Ms. Freeman to work full time.

President Kalvans asked if General Counsel looked into outsourcing payroll. Counsel Seikaly responded that such research has not be conducted.

President Kalvans recommends strongly that the Board adopt the resolution, but would like to see the budget impact.

Public Comments: Laverne Buckman is in favor.

Motion by President Kalvans to adopt Resolution No. 2017-16 Hiring Paola Freeman as a Full-Time Bookkeeper for the District as presented.

Seconded by Director Rueck. Motion was approved by vote of 5 AYES and 0 NOES.

7. Review and Approve Resolution No. 2017-17 Authorizing David Tracey As A Qualified Utility Operator for Weekend and Holiday Coverage.

Staff Recommendation: Approve Resolution No. 2017-17 authorizing David Tracey to act as a qualified Utility Operator for weekend and holiday coverage.

Presented by Counsel Seikaly.

Staff Comment: Kelly Dodds stated he is the only person on standby and recommends adoption of the resolution. He currently has no back and something needs to be put in place. He stated that certain things are dependent on his license, so if something happened to him it would be a big problem.

Board Comment: Director Buckman wanted this a long time ago.
Director Rueck is in favor.
Director Parent is in favor and noted this solution will be cheaper than a new hire.
Council White recommends this as a temporary solution only.

Public Comments: Laverne Buckman in favor.

Motion by Director Parent to adopt Resolution No. 2017-17 Authorizing David Tracey As A Qualified Utility Operator for Weekend and Holiday Coverage as presented.
Seconded by Director Buckman. Motion was approved by vote of 5 AYES and 0 NOES.

8. Discuss Status of Time Clock and Potential Alternatives.

Staff Recommendation: Discuss and advise staff on the implementation of employee time clock and time keeping rules.

Item presented by Counsel Seikaly.

Staff Comment: Kelly Dodds feels that the District should look at more options. Dodds also believes that internet needs to be installed at the WWTF regardless of the Time Clock issue. Mr. Dodds gave an example of a current problem - one employee at the WWTF is required to drive to District office to clock in and out, including for lunch. Dodds believes it would be most beneficial to put a time clock at the WWTF.

Board Comment: Director Parent asked about the smart phone features of Paylocity and questioned what might happen if the smart phone dies out in the field. Counsel White suggested employees can subsequently let the employer know and the system can be adjusted manually.

Director Green asked about how time clock issues have been historically dealt with.

Director Buckman suggested a punch clock system.

Director Rueck was ok with looking into other systems. Suggested something more user-friendly than what the District currently has.

Director Parent stated his confusion over what the problem his because he uses a spreadsheet to track his time.

Public Comments: No public comment.

9. Review and Approve Resolution No. 2017-18 Authorizing Acting General Manager to Enter into An Agreement With Allen Mapalo for Up To Five (5) Hours Of Work To Determine The Operational Status of the Security Camera.

Item presented by Counsel Seikaly.

Time Clock is now functional.

Staff Recommendation: Approve Resolution No. 2017-18 authorizing the Acting General Manager to enter into an agreement with Allen Mapalo for up to 5 hours of work to determine the operational status of the security camera.

Staff Comment: Kelly Dodds believes it's a DVR issue.

Board Comment: Director Parent asked if Allen Mapalo knew it wasn't working. Counsel White stated the former General Manager let Counsel know in January 2016, but no direction was given.

Director Green doesn't believe the cameras came with audio.

Director Rueck agrees it should be looked into.

Director Buckman is in favor.

Public Comments: Tamara Parent states there is a camera in a box in the GM's office. She believes the camera faces the desk, but does not show the door and should be adjusted to see who is coming in and out of the office.

Laverne Buckman thinks the Board should check on anything that has been installed.

Green responds that whenever the Board has attempted to do that they are accused of micromanaging.

Motion by Director Parent to adopt Resolution No. 2017-18 Authorizing Acting General Manager to Enter into An Agreement With Allen Mapalo for Up To Five (5) Hours Of Work To Determine The Operational Status of the Security Camera as presented.

Seconded by Director Buckman Motion was approved by vote of 5 AYES and 0 NOES.

10. Review and Approve Resolution No. 2017-19 Authorizing Acting General Manager To Hire A Consultant To Complete The 2017-2018 Budget.

Staff Recommendation: Discuss status of the 2017-2018 budget and approve Resolution No. 2017-19 authorizing the Acting General Manager to hire a consultant to complete the fiscal year 2017-2018 budget.

Presented by Counsel White.

Counsel White would like to approach Travis Dawes.

Public Comments: Laverne Buckman believes there should be an audit of the budget. GC states any correction and audit would be after the implementation of the 2017-2018 budget. Ms. Buckman is concerned that the F&B committee hasn't met in a long time and no one seems to know what's going on.

Motion by Director Green to adopt Resolution No. 2017-19 Authorizing Acting General Manager To Hire A Consultant To Complete The 2017-2018 Budget as presented.
Seconded by Director Buckman. Motion was approved by vote of 5 AYES and 0 NOES.

X. BOARD COMMENT

Director Parent would like to see an update on the Proposition 218 rate study.
President Kalvans would like an update and timeline on various items. Counsel White asked that the Board contact him to specify exactly what they want updates on.
President Kalvans is concerned with the amount of crime in the community and would like to discuss more street lights.
President Kalvans would like an update on the AB 2 Redevelopment Project.
Director Green would like the meeting agendas prior to the meetings. Also, items should be agendaized in an order to allow staff or guest input to be at the beginning of the agenda to avoid keeping staff or guest speakers over for too long.
Director Green would like the July meeting to be moved up a week, will be gone the last week of July.
Counsel White will circulate an email with options for availability for the July meeting.
Counsel White expects to make changes to the agenda, including adding the enumeration of claims, changing how things are presented, having the committees be responsible for their own staff reports, and adding more items to make the agenda more comprehensive.
Meeting with SLOCEA on June 1, 2017.
Counsel White suggests the Board consider hiring a Board Clerk, as well as a manager of the utility department.

XI. ADJOURNMENT TO CLOSED SESSION

President Kalvans adjourned the open session meeting at 7:35 p.m.

XII. ADJOURN TO CLOSED SESSION:

Closed Session convened at 7:42 p.m.

XIII. RECONVENE TO OPEN SESSION

President Kalvans reconvened to Open Session at 7:55 p.m.

XIV. REPORT OUT OF CLOSED SESSION

Report out of Closed Session by District General Counsel.

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
May 25, 2017 SPECIAL MEETING MINUTES
MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by Director Reuck - 6:45 p.m.
- II.** Pledge of Allegiance lead by Director Reuck
- III.** Roll Call: Directors Present: Buckman, Reuck, Parent, and Green. President Kalvans is absent at this time due to traffic and is on his way. Anticipates arriving within the hour.
- District Staff in attendance: Kelly Dodds, District General Counsel White, Counsel Seikaly, Counsel Schweikert, Counsel Fuller and Churchwell White Legal Secretary Donna Gulrich.
- IV.** Adoption of Regular Meeting Agenda:
Motion by Director Green to adopt Regular Meeting Agenda as presented.
Seconded by Director Parent. Motion was approved by vote of 4 AYES, 0 NOES, 1 Absent.
- V. Public Comment and Communications (for items not on the agenda):**
No public comment.
- VI. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:50 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. Conference with District General Counsel –Anticipated Litigation**
Pursuant to Government Code Section 54956.9(d)(2) (1 case)
 - 2. Conference with Labor Agreement Negotiators**
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: District General Counsel
Employee Organization: San Luis Obispo County Employees Association
Title: Memorandum of Understanding Negotiations with the Association
 - 3. Public Employment**
Title: Interim General Manager
- B. RECONVENE TO OPEN SESSION**
Director Reuck reconvened to Open Session at 7:21 p.m.

C. REPORT OUT OF CLOSED SESSION

Report out of Closed Session by District General Counsel White.
Authority to start interim General Manager negotiations with Rob Roberson.

VII. Call to Order for Regular Board Meeting (time: 7:21 p.m.)

VIII. Public Comment and Communication:

No public comment

IX. Staff & Committee Reports – Receive & File:

No reports were given.

District Staff & Committee Reports

6. Acting General Manager - Douglas White

Discussed the need to have a special board meeting Thursday, June 1, 2017, at 6:00 p.m. and Friday, June 9, 2017 at 10:30 a.m. Suggested the budget be discussed at the special meetings either 6/1/17 or 6/9/17, or at the regular meeting on 6/22/17, unless it gets moved. District Counsel White introduced Joan Aguilar as the Budget Consultant for San Miguel, and that she will be attending the meeting on 6/1/17. Suggested the F&B portion of meeting start at 4:30 p.m. to discuss the budget for the fiscal year. Ms. Aguilar then introduces herself to the Board and gives them her background and experience.

7. District General Counsel – Douglas White

Suggests to the Board the budget be revisited. Would like Director Buckman to meet with Ms. Aguilar next week at the Special F&B Committee meeting on 6/1/17.

8. Dist Eng/Utility Service Mgr.

Reely gives verbal report. Kelly Dodds speaks about low income housing project for 2018, and smaller projects. Conversation between Mr. Dodds and _____ regarding whether there is any leftover money somewhere for the project, which Mr. Dodds says he believes there is and will look into it to be sure. No more comments.

9. Fire Chief

Director Green reports about the website and the status for fire danger weather. Would like website to show the degrees of the fire warnings, i.e. high, medium, low, whether it is safe to burn, etc. Would like the information on the website to show for the current day. Doesn't want to see Red Flag or No Red Flag warnings if they have not been officially declared. Zone map showing inland, coastal, burning permits.

10. Finance & Budget Committee

General Counsel White had no report, but asked about Director's Reuck's availability for having the F&B Committee meeting on June 1, 2017, around 4:30 p.m. (approximately 1-1/2 hours before the regular meeting starts at 6:00 p.m.) to introduce Ms. Aguilar. Director Reuck said he was available.

11. GSA Advisory Committee

President Kalvans was not present at this time to give report. Director Reuck introduces Dr. Reely who gives a verbal report. Discussion with Reely and the Board regarding the MOA and issues with boundaries and LAFCO.

X. CONSENT ITEMS:

No consent items

XI. BOARD ACTION ITEMS:

1. Review and Discuss Proposed Utility Billing Late Fees and Collection Procedures.

Item presented by District General Counsel White. District General Counsel White has requested to table this item until June 1, 2017 meeting.

Staff recommendation: Staff recommends review and discussion of the proposed utility billing late fees and collection procedures.

Staff Comment: No comment.

Board Comment: No comment.

Public Comments: No public comment

2. Review and Discuss Status Report on Equipment and Funding for WWTP Aerators and Dissolved Oxygen Meters.

Item presented by District General Counsel White.

Staff Recommendation: Staff recommends review and discussion of the status report on equipment and funding for WWTP aerators and dissolved oxygen meters.

Staff Comment: Kelly Dodds reports on the onbill financing and how it works. Talked about funding being available without obligation to the District.

Board Comment: Director Parents wants status update.

Public Comments: Question was brought regarding the aeration from energy watch program, the equipment costs. Was informed the cost will not be known until the engineer report.

No other questions were asked. No action necessary

[District Counsel White asks Board if we could move out of order to discuss Item 4, due to Counsel Schweikert needing to leave meeting. Board has no objection. Moved to Item #4.]

3. Review and Discuss Status Report on 10th and 11th Street Water System Conditions and Funding for CDBG Replacement Projects.

Item presented by: Kelly Dodds

Staff Recommendation: Staff recommends and review and discussion of the status report on 10th and 11th Street water line conditions and direction to District staff.

Staff Comment: Kelly Dodds reports. Would like a District engineer to oversee the project.

Dr. Reely said the environmental cost would be approximately \$21,000, approval is important because of safety issue. There is no grant money funding this year CDBG but it needs to be done. Discussion about grant money for next year. Would need to deal with the county only and would like to see it moved forward to get authorization in place.

District General Counsel White would like to see a resolution, possibly next week.

Board Comment: Director Parent commented that we should have this ready to go so if they want to give us the Grant we are ready. Dr. Reely of Monsoon Consultants, explained the process. Kelly Dodds agreed.

Public Comments: No public comment.

4. Review and Discuss Status Report on Real Property Acquisition of APNs 021-121-003, APN 021-231-017, APN 021-231-024, and 021-231-041.

Item presented by District General Counsel White.

Counsel Schweikert gives status update. The property on K Street not available for acquisition until next year. General Manager to bring up next year. N Street property acquired by county. Paperwork still ongoing. Counsel Schweikert will follow-up with public works director. A question was raised about the price. Counsel Schweikert did not have a final price. Auction placed it at \$500 tax lien no additional amounts. Counsel Schweikert concludes his report.

Staff Recommendation: Staff will provide an information status report on the sale of these properties and is not requesting any direction from the Board at this time.

Staff Comment: None.

Board Comment: None.

Public Comments: None.

5. Discuss and Authorize Dr. Reely of Monsoon Consultants to propose revised boundaries for the San Miguel Groundwater Sustainability Agency.
[President Kalvans, who is not present yet, has asked that this item be moved to later in the meeting, until he arrives. Board has no problem. Board moved on to Item #6.]

President Kalvans (upon his arrival) presents item.

Reely gives report. Would like to extend the boundaries of the district. Asked legal counsel about the right to generate from properties or regulate. Little benefit to extend those boundaries. Amend GSA prior to June 30 deadline. Legal mentions that it can be done after the fact. If so, negotiating with county would have to deal with _____. Concern they will tap into district water. Director _____ asks if there is benefit. Dr. Reely says District could not regulate. Counsel Fuller addresses legal part. Areas outside the jurisdiction to regulate. Out of boundary agreement needs to be in place. Outside user agreement to regulate properties. Director _____ talks about Estrella. Work with some of the properties. Talks about ways of not putting in GSA and the options to get there. GSP could be looked into. Discussion continues about the boundaries. It is mentioned that Estrella is not going to make June 30 deadline. County will need to step in. Lots needs to happen with county and board of supervisors. Discussion continues regarding GSP. Director Buckman asks Dr. Reely about boundary. Board refers to map behind them and discussion continues.

Staff Recommendation: Staff requests authorization to propose potential revised boundaries for the San Miguel Groundwater Sustainability Agency.

Staff Comment: No comment

Board Comment: Director Kalvans echos public person's comments. Asks Director Buckman regarding outreach for west 10th Street area. President Kalvans-recharge – outreach for those areas. Present Kalvans asks Directors Green and Parent if any comments. President Kalvans then asks legal. Counsel Fuller reiterates the June 30 deadline is close, can address other concerns, said the door won't close if keep moving forward past the deadline. Board agrees. MOA process will come to board. Dr. Reely would like to start process of GSP. Director Green agrees.

Public Comments: Gentlemen comments regarding the GSA map Green Line Camp Roberts boundary. Discrepancy on boundary map. Outreach in the area. Agrees with comment regarding 10th Street, west of town. Major concern for water. Preserve the reservoirs.

President Kalvans asks Directors Green, Buckman and Parent if they have any other comments. Board has no other comments.

6. Review and Discuss District Consultant's Proposal to Prepare and Submit a Grant Application to the Department of Water Resources for Funding of the District's Portion of the Paso Robles Basin Groundwater Sustainability Agency.

Item presented by Dr. Reely.

Dr. Reely reported. Disadvantage some communities. He checked with some county folks and said San Miguel is one of the severely disadvantage communities. (grant for \$50,000). Authority of up to \$2,500. Recommends putting together application and apply for funds. Said would be a great opportunity.

Staff Recommendation: Staff requests authorization for Monsoon Consultants to proceed with preparation and submission of grant to the Department of Water Resources.

Staff Comment [if applicable] _____

Board Comment: Director Buckman asks Dr. Reely, wants more research. Director Parent had no comment

Public Comments: Women asked question about the project for \$2,500. Water system. Expressed concerned about the alleyway between the park and the Lion's Club. Said it is a mess. No other comments from public.

Motion by Director Buckman Seconded by Director J. Parent. Motion was approved by a vote of 3 AYES, 0 NOES, 1 ABSENT

President Kalvans arrives to meeting at 8:10 p.m. and Director Reuck leaves. New roll given by Counsel Seikaly. 4 present, 1 absent. [Discussion moved out of order, back to Item #4, for President Kalvans' report].

7. Review and Discuss the Proposed Cost Sharing Agreement for the Groundwater Sustainability Plan Among all Groundwater Sustainability Agencies in the Paso Robles Basin.

Item presented by President Kalvans.

Dr. Reely gives report. County requested allocation be changed to 51% reduction in Estrela future GSA and _____. Reiterates allocation of GSP. Discussion about the costs and terms of MOA and approval of GSP processing (voting). Concerned about county taking additional percentage. County increases from 32% to 51% if Estrela doesn't form.

President Kalvans thanks Dr. Reely for the report. Counsel Fuller mentions that the \$400,000 is only an initial number that could change. DWR still reviewing. President Kalvans asks Director Parent if any comment. Directors Parent, Green and Buckman have not further comments.

Staff Recommendation: Staff requests direction on the negotiation of the draft Cost Sharing Agreement.

Staff Comment: None

Board Comment: President Kalvans asks who will be doing RFP. Board discussion continues.

Director Buckman leaves the room. Recess occurred at 8:50 p.m. for 5 minutes. Session resumes at 8:52 p.m.

Public Comments: Yes.

Motion by Director Green to direct Staff on the negotiation of draft Cost Sharing Agreement

Seconded by Director J. Parent. Motion was approved by a vote of 4 AYES and 0 NOES.

8. Discuss and Provide Direction to District Staff on a Revised Board Meeting Schedule for June through September 2017.

Item presented by President Kalvans.

President Kalvans reads. Full attendance needed for meetings. Director Green and President Kalvans had calendar conflicts with 2 meeting dates. District General Counsel White proposes a special meeting on June 1, 2017, 6:00 p.m.; June 9, 2017, 10:30 a.m.; and whether to keep the regular meeting on June 22, 2017, or move it to June 29, 2017 at 6:00 p.m. District General Counsel White stated he would like an RFP for a permanent candidate for GM position by 6/29/17. Also stated that there will be a need for more meetings in August to discuss potential candidates. Director Parent mentioned he will not be available June 22, 2017, for the regular meeting. It was decided the regular meeting will be moved to June 29, 2017 and will be a little longer to discuss budget adoption.

District General Counsel White suggested dates in July, it was determined that the regular board meeting on July 27th will work for all Board members and District General Counsel White, however, Director _____ may miss that one. The proposed dates for July 2017 are 7/6/17 at 6:00 p.m., 7/27/17, 6:00 p.m. Counsel Schweikert mentions that the weed abatement only needs a quorum. August and September dates will be determined later once recruitment put together.

Staff Recommendation: Staff requests direction from the Board for a revised Board meeting schedule.

Staff Comment: No comment

Board Comment: Discussion Ensued about summer schedules for Board members

Public Comments: Public asks if weed abate meeting needs to be at 6:00. District General Counsel White says proposed quorum ok.

Motion by Director Green to approve
Seconded by Director Parent. Motion was approved by a vote of 4 AYES and 0 NOES

9. Consider Adoption of **Resolution No. 2017-2017** Authorizing the Abatement of Weeds Within the District Boundaries.

Item presented by Rob Roberson

Staff Recommendation: Staff requests that the Board hold a hearing to consider objections to the “Notice to Remove, Destroy, and/or Abate Vegetation, Rubbish and Debris”, overrule any objections and adopt **Resolution No. 2017-20** Authorizing Fire Chief to have weed abatement work performed.

Staff Comment: None

Board Comment: None

Public Comments: None

Motion by Director Green to adopt Resolution No. 2017-20 Authorizing Fire Chief to have weed abatement work performed.
Seconded by Director Parent. Motion was approved by a vote of 4 AYES, 0 NOES

XII. BOARD COMMENT

President Kalvans thanks Director Green and Parent.

XIII. ADJOURNMENT

President Kalvans adjourns the meeting at 9:10 p.m.



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: X - 2

SUBJECT: Receive and file the June 2017 quarterly update on Investments

STAFF RECOMMENDATION:

It is recommended that the Board of Directors receive and file the quarterly Investment Report for June 2017.

BACKGROUND:

The Investment Policy includes a section on quarterly reporting. The District currently has bank accounts for general, payroll, vehicle replacement, capital reserve, capital projects, water projects, and USDA reserves. Additionally, the District has investments in the form of Certificates of deposit with Cantella & Company.

Investment Type	Maturity Date	Coupon	Amount Invested	Market Value
Ally Bank Midvale Utah CD	2/11/19	1.45%	\$70,000	\$70,929
Goldman Sachs Bks USA NY CD	2/10/20	1.70%	\$65,000	\$65,973

As a frame of reference, the 3-year treasury yield as of June 2017 was 1.55% and the 5-year treasury yield was 1.89%. For some perspective on the national economy, the U.S. labor market improved adding 581,000 jobs in the second quarter, with the unemployment rate up to 4.4%. In June, the Federal Open Market Committee (FOMC) raised rates for the fourth time since the recession by 25 basis points lifting its target rate to 1.00% - 1.25%. U.S. market conditions seem to have a sense of optimism. Certificates of deposit seem to offer a better yield than Treasuries overall at the present time.

The Cash Report for the Accounting Period June 2017 has been attached for reference. It should be noted that preliminary research seems to indicate that the Cantella investments showing in the Administration Fund 10 may need to be moved to the water and sewer funds. The funds invested had previously been in LAIF (Local Agency Investment Fund) and District paperwork needs to be located that would confirm this allocation.

Fiscal Impact:

There is no specific fiscal impact with Board adoption of this policy. The District receives interest which is posted to object code 46000.

Staff Recommendation:

It is recommended that the Board discuss the report and receive and file the update on June investment status.

PREPARED BY:

Joan Michaels Aguilar

Joan Michaels Aguilar

Attachment:

Exhibit A: Cantella Investment

Exhibit B: Cash Report for the Accounting Period June 2017

ENV# CEBBVRQZBBBHTLT_BBBBB
CANTELLA & CO., INC.
28 STATE STREET
40TH FLOOR
BOSTON, MA 02109



SAN MIGUEL COMMNTY SVC DI STRI CT
1150 MI SSI ON ST
SAN MIGUEL CA 93451

STATEMENT FOR THE PERIOD JUNE 1, 2016 TO JUNE 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
Account Number: A7T-809608

YOUR ACCOUNT EXECUTIVE IS
MARK EDELMAN
RR#: Z88

For questions about your accounts:
Local: 281 679 8900

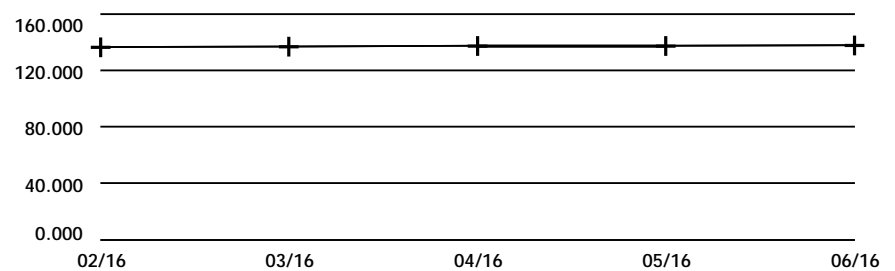
TOTAL VALUE OF YOUR PORTFOLIO **\$137,891.01**

FOR YOUR INFORMATION

The wire fee will be increased from \$15 to \$25 effective February 1, 2014

CHANGE IN VALUE OF YOUR PORTFOLIO

\$ thousands



Change In Value Of Your Portfolio information can be found in Miscellaneous Footnotes at the end of this statement.

CANTELLA & CO. INC.

MN _CEBBVRQZBBBHTLT_BBBBB 20160630

Account carried with National Financial Services LLC, Member
NYSE, SIPC

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
Account Number: A7T-809608



Account Overview

CHANGE IN ACCOUNT VALUE	<i>Current Period</i>	<i>Year-to-Date</i>
BEGINNING VALUE	\$137,715.70	\$0.00
Additions and Withdrawals	\$0.00	\$136,000.00
Income	\$0.01	\$0.36
Taxes, Fees and Expenses	\$0.00	\$0.00
Change in Investment Value	\$175.30	\$1,890.65
ENDING VALUE (AS OF 06/30/16)	\$137,891.01	\$137,891.01
Total Accrued Interest	\$821.99	
Ending Value with Accrued Interest	\$138,713.00	

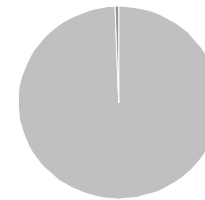
Refer to Miscellaneous Footnotes for more information on Change in Investment Value.

INCOME	<i>Current Period</i>	<i>Year-to-Date</i>
TAXABLE		
Taxable Dividends	\$0.01	\$0.36
TOTAL TAXABLE	\$0.01	\$0.36
TOTAL INCOME	\$0.01	\$0.36

Taxable income is determined based on information available to NFS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

ACCOUNT ALLOCATION

Money Markets 0.7%



CDs 99.3%

	<i>Percent</i>	<i>Prior Period</i>	<i>Current Period</i>
Money Markets	0.7 %	\$989.05	\$989.06
CDs	99.3	\$136,726.65	\$136,901.95
TOTAL	100.0 %	\$137,715.70	\$137,891.01

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NFS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Products (ETPs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
 Account Number: A7T-809608



Holdings

NFS-provided cost basis, realized gain (loss) and holding period information may not reflect all adjustments necessary for tax purposes. Please refer to Footnotes and Cost Basis Information at the end of this statement for more information.

For additional information regarding your holdings, please refer to the footnotes at the end of the statement.

CASH AND CASH EQUIVALENTS - 0.72% of Total Account Value

Description	Symbol/Cusip Account Type	Quantity	Price on 06/30/16	Current Market Value	Estimated Annual Income
Money Markets					
FIDELITY GOVT MMKT CAPITAL RESERVES CL 7 DAY YIELD .01% Dividend Option Reinvest Capital Gain Option Reinvest	FZAXX CASH	989.06	\$1.00	\$989.06	
Total Cash and Cash Equivalents				\$989.06	

HOLDINGS > FIXED INCOME - 99.28% of Total Account Value

For an explanation of fixed income pricing, please see the last page. Redemption schedule(s), bond rating(s), and other information are provided where available. If information does not appear regarding a particular investment, it is not available. The ratings on this statement are provided by Standard & Poor's and/or Moody's to rate the quality based on the respective rating agency's assessment. "Ratings information from Standard & Poor's ("S&P") may not be reproduced. S&P credit ratings are statements of opinion and are not statements of fact or recommendations to purchase, hold, or sell securities, nor do they address the suitability of securities for investment purposes, and should not be relied on as investment advice. S&P does not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and is not responsible for errors or omissions (negligent or otherwise). S&P gives no express or implied warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose or use. S&P shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of ratings."

Accrued Interest - Represents interest accumulated since the last coupon date on certain fixed income securities which may not yet have been paid by the issuer or received by NFS. There is no guarantee that the accrued interest will be paid by the issuer.

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 06/30/16	Estimated Current Market Value	Estimated Annual Income	Total Cost Basis	Unrealized Gain (Loss)
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CDs

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
Account Number: A7T-809608



HOLDINGS > FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 06/30/16	Estimated Current Market Value	Estimated Annual Income	Total Cost Basis	Unrealized Gain (Loss)
<p>Certificates of Deposit (CDs), including Market Indexed CDs and Market Linked CDs (collectively, MCDs) are generally shown at estimated market prices based upon a matrix or model pricing method that may not represent the actual price if sold prior to maturity. However, CDs and MCDs may be shown at face value for up to seven calendar days from date of issue if estimated market prices have not been received from a third party pricing vendor. The actual value of CDs and MCDs may be different from their purchase price. CDs and MCDs are subject to interest rate risk. The estimated market price reflected for MCDs may not be based on the actual closing value of the linked market index on the final maturity date and the market value of MCDs may not correspond directly to increases or decreases in the underlying linked market index. You may sell CDs or MCDs in the secondary market subject to market conditions. The secondary market for CDs and MCDs is generally illiquid. If sold prior to maturity, the value of MCDs may be less than the purchase amount or face value. The sale or redemption of any fixed income security prior to maturity may result in a substantial gain or loss, and an early withdrawal penalty may apply. Certain MCDs may only be redeemed on pre-specified liquidation dates and may have call features that allow the issuer to call the MCD prior to maturity. Certain Step Rate CDs are also subject to reinvestment risk if call provisions are exercised by the issuer and if a CD with a comparable rate is not available.</p> <p>See sales materials or contact your broker/dealer for additional information.</p>							
ALLY BK MIDVALE UTAH CD 1.45000% 02/11/2019 FDIC INSURED CPN PMT SEMI-ANNUAL ON AUG 11, FEB 11 1ST CPN DTE 08/11/2016 Next Interest Payable: 08/11/16 Estimated Yield 1.43% Accrued Interest \$392.10 Average Unit Cost \$1.00 Adjusted Cost Basis	02006LYD9 CASH	70,000	\$1.01327	\$70,928.90	\$1,015.00	\$70,005.65	
						\$70,004.94	D \$923.96
GOLDMAN SACHS BK USA NY CD 1.70000% 02/10/2020 FDIC INSURED CPN PMT SEMI-ANNUAL ON AUG 10, FEB 10 1ST CPN DTE 08/10/2016 Next Interest Payable: 08/10/16 Estimated Yield 1.67% Accrued Interest \$429.89 Average Unit Cost \$1.00 Adjusted Cost Basis	38148PAG2 CASH	65,000	\$1.01497	\$65,973.05	\$1,105.00	\$65,005.65	
						\$65,005.11	D \$967.94
Total CDs		135,000		\$136,901.95	\$2,120.00	\$135,010.05	\$1,891.90
Total Fixed Income		135,000		\$136,901.95	\$2,120.00	\$135,010.05	\$1,891.90
Total Securities				\$136,901.95	\$2,120.00	\$135,010.05	\$1,891.90

CANTELLA & CO. INC.

Account carried with National Financial Services LLC, Member
NYSE, SIPC

MN _CEBBVRQZBBBHTLT_BBBBB 20160630

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
 Account Number: A7T-809608



HOLDINGS *continued*

	Quantity	Price on 06/30/16	Current Market Value	Estimated Annual Income	Total Cost Basis	Unrealized Gain (Loss)
TOTAL PORTFOLIO VALUE			\$137,891.01	\$2,120.00	\$135,010.05	\$1,891.90

Activity

CORE FUND ACTIVITY

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
06/30/16	CASH	REINVESTMENT	FIDELITY GOVT MMKT CAPITAL RESERVES CL REINVEST @ \$1.000	0.01	(\$0.01)
TOTAL CORE FUND ACTIVITY					(\$0.01)

ACTIVITY > INCOME > TAXABLE INCOME

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
Taxable Dividends					
06/30/16	CASH	DIVIDEND RECEIVED	FIDELITY GOVT MMKT CAPITAL RESERVES CL DIVIDEND RECEIVED		\$0.01
Total Taxable Dividends					\$0.01
Total Taxable Income					\$0.01
TOTAL INCOME					\$0.01

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
Account Number: A7T-809608



Footnotes and Cost Basis Information

Amortization, accretion and similar adjustments to cost basis have been provided for many fixed income securities (and some bond-like equities), however, they are not provided for certain types, such as short-term instruments, Unit Investment Trusts, foreign fixed income securities, or those that are subject to early prepayment of principal (pay downs). Where current year premium or acquisition premium amortization is provided, the prior years' cumulative amortization is reflected in the adjusted cost basis, but we cannot provide a breakdown or the total of such prior amortization amounts.

NFS is required to report certain cost basis and related information to the IRS on the Form 1099-B. Your official 1099-B forms for certain transactions will reflect which lots have been sold for tax purposes. To apply a specific identification cost basis method to 1099-B reporting, appropriate instructions must be on file with NFS or be received by NFS before the trade has settled. Absent such instructions, NFS determines cost basis at the time of sale based on its default methods of average cost for open-end mutual funds and first-in, first-out (FIFO) for all other (including ETFs) unless your broker dealer has elected to use another default method. NFS applies FIFO (or other disposal method, if applicable) based on its records, which may be different from yours. For transactions that are not subject to 1099-B cost basis reporting, you should refer to your trade confirmations and other applicable records to determine which lots were considered sold for tax purposes.

While NFS must meet IRS requirements with respect to certain information required to be reported to the IRS, NFS-provided cost basis, realized gain and loss, and holding period information may not reflect all adjustments necessary for your tax reporting purposes. NFS makes no warranties with respect to and specifically disclaims any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information.

For investments in partnerships, NFS does not make any adjustments to cost basis information as the calculation of basis in such investments requires supplemental information from the partnership on its income and distributions during the period you held your investment. Partnerships usually provide this additional information on a Form K-1 issued by April 15th of the following year.

Consult your tax advisor for further information.

D - Adjusted cost basis reflects any cumulative original issue discount, premium, or acquisition premium, and it assumes such amounts were amortized by the taxpayer over the life of the security from acquisition date through disposition date. For securities still held, maturity date was used instead of disposition date. Premium amortization was calculated using the yield-to-maturity method. Acquisition premium was calculated using the ratable accrual method. If applicable, adjusted cost basis reflects market discount accretion which was calculated using the straight-line method and was recognized at disposition date. Gain/loss displayed for this transaction was based on cost basis as adjusted for premium and discount as stated above and does not reflect any losses disallowed because of wash sales (if applicable). The adjusted cost basis may not reflect all adjustments necessary for tax reporting purposes and may also not apply if you are using an alternative amortization calculation method. Refer to IRS Publication 550, Investment Income and Expenses, for additional information.

If a sale, redemption or other disposition involved multiple tax lots, the transaction's totals may have been calculated using a combination of adjusted and unadjusted cost basis information. For lots where adjusted cost basis and its associated gain/loss are known, that was used, otherwise "regular" unadjusted cost basis and its associated gain/loss was used.

Miscellaneous Footnotes

CHANGE IN VALUE OF YOUR PORTFOLIO is the change in market value of your portfolio assets over the time period shown. The portfolio assets include the market value of all the securities in the account, plus insurance and annuity assets if applicable. The time frame of the graph is from account opening or September 2011, whichever is later, to the current period. Please note that large increases and/or declines in the change in the value of the portfolio can be due to additions, distribution and/or performance.

CHANGE IN INVESTMENT VALUE is the difference between the prior period and current period values which includes the difference between securities that were bought, sold and redeemed during this time period as well as any activity that occurred such as additions and withdrawals, securities transferred, income, expenses, and other activity. This does not reflect activity related to assets in which National Financial is not the custodian (e.g. Insurance and Annuities, Assets Held Away and Other Assets Held Away).

Statement for the Period June 1, 2016 to June 30, 2016

SAN MIGUEL COMMUNITY SERVICES DISTRICT - Unincorporated Assn
Account Number: A7T-809608



Miscellaneous Footnotes *continued*

CALLABLE SECURITIES LOTTERY - When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition.

PRICING INFORMATION - Prices displayed are obtained from sources that may include pricing vendors, broker/dealers who clear through NFS and/or other sources. Prices may not reflect current fair market value and/or may not be readily marketable or redeemable at the prices shown.

FOREIGN EXCHANGE TRANSACTIONS - Some transaction types necessitate a foreign currency exchange (FX) in order to settle. FX transactions may be effected by Fidelity Forex, Inc. on a principal basis. Fidelity Forex, Inc., an affiliate of NFS, may impose a commission or markup on the prevailing interbank market price, which may result in a higher price to you. Fidelity Forex, Inc. may share a portion of any FX commission or markup with NFS. More favorable rates may be available through third parties not affiliated with NFS. The rate applicable to any transaction involving an FX is available upon request through your broker-dealer.

COST BASIS LEGISLATION - New IRS Rules will require National Financial Services to report cost basis and holding period information for the sale of shares of open end Mutual Fund holdings purchased on or after January 1, 2012 on Form 1099-B. National Financial Services determines the cost basis for all shares of open end mutual funds using a default method of average cost. Alternatively, account owners or their brokers and advisors can instruct National Financial Services to determine the cost basis for shares of open end mutual funds by 1) setting up their non-retirement accounts with one of our eleven tax lot disposal methods available to investors or 2) identifying specific tax lots to sell at the time of a transaction. Contact your broker or advisor to learn more about the cost basis tracking of your holdings.

GLOSSARY Short Account Balances-If you have sold securities under the short sale rule, we have, in accordance with regulations, segregated the proceeds from such transactions in your Short Account. Any market increases or decreases from the original sale price will be marked to the market and will be transferred to your Margin Account on a weekly basis. **Market Value** - The Total Market Value has been calculated out to 9 decimal places, however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency in which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for **fixed income securities**, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect "N/A" or "unavailable" where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not

CUSTOMER SERVICE: Please review your statement and report any discrepancies immediately. Inquiries or concerns regarding your brokerage account or the activity therein should be directed to your broker-dealer at the telephone number and address reflected on the front of this statement and National Financial Services LLC ("NFS") who carries your brokerage account and acts as your custodian for funds and securities that are deposited with NFS by you or your broker-dealer, or as a result of transactions NFS processes for your account, may also be contacted for statement discrepancies. NFS may be called at **(800) 801-9942**. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). When contacting either NFS or your broker-dealer, remember to include your entire brokerage account number to ensure a prompt reply. Please notify the service center or your broker-dealer promptly in writing of any change of address.

ADDITIONAL INFORMATION Free credit balances ("FCB") are funds payable to you on demand. FCB are subject to open commitments such as uncleared check deposits, and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is automatically transferred to a money market fund or to an FDIC insured bank account you use as your brokerage account's core position, you can liquidate the shares of the money market fund or bank balances at any time and have the proceeds remitted to you or held in your brokerage account subject to the terms and conditions of your account agreement. Interest on free credit balances awaiting reinvestment may be paid out at rates that may vary with current short-term money market rates and/or your brokerage account balances, set at the discretion of your broker-dealer and/or NFS. Required rule 10b-10(a) information not contained herein will be provided upon written request.

Credit Adjustment Program. Accountholders receiving payments in lieu of qualified dividends may not be eligible to receive credit adjustments intended to help cover additional associated federal tax burdens. NFS reserves the right to deny the adjustment to any accountholder and to amend or terminate the credit adjustment program.

Options Customers. Each transaction confirmation previously delivered to you contains full information about commissions and other charges. If you require further information, please contact your broker-dealer. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description of which is available upon request. Short positions in American-style options are liable for assignment at any time. The writer of a European-style option is subject to exercise assignment only during the exercise period. You should advise your broker-dealer promptly of any material change in your investment objectives or financial situation. **Splits, Dividends, and Interest.** Expected stock split, next dividend payable, and next interest payable information has been provided by third parties and may be subject to change. Information for certain securities may be missing if not received from third parties in time for printing. NFS is not responsible for inaccurate, incomplete, or missing information. Please consult your broker-dealer for more information about expected stock split, next dividend payable, and next interest payable for certain securities.

Equity Dividend Reinvestment Customers. Shares credited to your brokerage account resulted from transactions effected as agent by either: 1) Your broker-dealer for your investment account, or 2) through the Depository Trust Company (DTC) dividend reinvestment program. For broker-dealer effected transactions, the time of the transactions, the exchange upon which these transactions occurred and the name of the person from whom the security was purchased will be furnished upon written request. NFS may have acted as market maker in effecting trades in 'over-the-counter' securities.

Retirement Contributions/Distributions. A summary of retirement contributions/distributions is displayed for you in the activity summary section of your statement. **Income Reporting.** NFS reports earnings from investments in Traditional IRAs, Rollover IRAs, SEP-IRAs and, Keoghs as tax-deferred income. Earnings from Roth IRAs are reported as tax-free income, since distributions may be tax-free after meeting the 5 year aging requirement and certain other conditions. **A financial statement** of NFS is available for your personal inspection at its office or a copy of it will be mailed to you upon your written request.

Statement Mailing. NFS will deliver statements by mail or, if applicable, notify you by e-mail of your statement's availability, if you had transactions that affected your cash balances or security positions held in your account(s) during the last monthly reporting period. At a minimum, all brokerage customers will receive quarterly statements (at least four times per calendar year) as long as their accounts contain a cash or securities balance.

Loads and Fees. In connection with (i) access to, purchase or redemption of, and/or maintenance of positions in mutual funds and other investment products ("funds") or (ii) platform infrastructure needed to support such funds,

closely reflect the value at which the security may be sold or purchased based on various market factors. Investment decisions should be made only after consulting your broker-dealer. **Estimated Yield ("EY") and Estimated Annual Income ("EAI")**- When available, the coupon rate of some fixed income securities is divided by the current market value of the fixed income security to create the EY figure and/or the current interest rate or most recently declared dividends for certain securities are annualized to create the EAI figure. EAI and EY are estimates, and the income and yield might be lower or higher. Estimates may include return of principal or capital gains, which would render them overstated. In addition, EAI is calculated for positions or accounts where dividends are reinvested and not paid as income. EY reflects only the income generated by an investment; not changes in prices which fluctuate. These figures are based on mathematical calculations of available data, and have been obtained from information providers believed to be reliable, but no assurance can be made as to accuracy. Since the interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political and business conditions, they should not be relied on for making investment, trading decisions, or tax decisions.

some funds, or their investment affiliates, pay your introducing broker dealer and/or NFS sales loads and 12b-1 fees described in the prospectus as well as additional compensation for shareholder services, platform infrastructure support and maintenance, and other programs. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by your introducing broker dealer and/or NFS will be furnished to you upon written request. At time of purchase fund shares may be assigned a load, transaction fee or no transaction fee status. At time of sale, any fees applicable to your transaction will be assessed based on the status assigned to the shares at time of purchase. **Margin.** If you have applied for margin privileges and been approved, you may borrow money from NFS in exchange for pledging the assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on the value of securities in your margin account, which is identified on your statement. If you have a margin account, this is a combined statement of your margin account and special memorandum account other than your non-purpose margin accounts maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve Board. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. **NYSE and FINRA.** All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange market and its clearing house, if any, where the transactions are executed, and of the New York Stock Exchange (NYSE) and of the Financial Industry Regulatory Authority ("FINRA"). The FINRA requires that we notify you in writing of the availability of an investor brochure that includes information describing FINRA Regulation's BrokerCheck Program ("Program"). To obtain a brochure or more information about the Program or FINRA Regulation, contact the FINRA Regulation BrokerCheck Program Hotline at (800) 289-9999 or access the FINRA's web site at www.finra.org. **FINRA Rule 4311** requires that your broker-dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your broker-dealer and NFS. A more complete description is available upon request. **Your broker-dealer is responsible for:** (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate orders and other instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating, and supervising your brokerage account and its own activities in compliance with applicable laws and regulations including compliance with margin rules pertaining to your margin account, if applicable, and (6) maintaining required books and records for the services that it performs. **NFS shall, at the direction of your broker-dealer:** (1) execute, clear and settle transactions processed through NFS by your broker-dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your broker-dealer has undertaken to do so). Certain securities pricing and descriptive information may be provided by your broker-dealer or obtained from third parties deemed to be reliable, however, this information has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your broker-dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your broker-dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs. **Securities in accounts carried by NFS** are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 1-202-371-8300. Funds used to purchase or sweep to a bank deposit are SIPC protected until deposited to a Program Bank at which time funds may be eligible for FDIC insurance. Assets Held Away, commodities, unregistered investment contracts, futures accounts, loaned securities and other investments may not be covered. Precious metals are not covered by SIPC protection. Mutual funds and/or other securities are not backed or guaranteed by any bank, nor are they insured by the FDIC and involve investment risk including possible loss of principal.

End of Statement

722239.2.0

CANTELLA & CO. INC.

Account carried with National Financial Services LLC, Member
NYSE, SIPC

MN _CEBBVRQZBBBHTLT_BBBBB 20160630

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report by Fund/Account
For the Accounting Period: 6/17

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10 ADMINISTRATION DEPARTMENT						
10200 HOB - General	-715,959.10	32.76	0.00	0.00	87,360.58	-803,286.92
10250 HOB - Payroll	202,844.11	3,464.88	0.00	0.00	3,464.88	202,844.11
10260 Pac Western Bank --Vehicle Replm	0.94	0.00	0.00	0.00	0.00	0.94
10350 HOB - Capital Reserve Acct.	44,061.84	0.00	0.00	0.00	0.00	44,061.84
10360 HOB - Capital Projects Acct	10,000.00	0.00	0.00	0.00	0.00	10,000.00
10400 HOB - USDA Reserve	-41,047.39	0.00	0.00	0.00	0.00	-41,047.39
10460 Cantella & Co. Investment Acct.	136,000.00	0.00	0.00	0.00	0.00	136,000.00
Total Fund	-364,099.60	3,497.64			90,825.46	-451,427.42
20 FIRE PROTECTION DEPARTMENT						
10150 Cash in SLO County	2,697.82	0.00	0.00	0.00	0.00	2,697.82
10200 HOB - General	485,902.62	6,271.02	0.00	0.00	20,813.20	471,360.44
10250 HOB - Payroll	-39,233.46	0.00	0.00	0.00	6,149.06	-45,382.52
10260 Pac Western Bank --Vehicle Replm	30,125.00	0.00	0.00	0.00	0.00	30,125.00
10350 HOB - Capital Reserve Acct.	197,610.36	0.00	0.00	0.00	0.00	197,610.36
10460 Cantella & Co. Investment Acct.	520.14	0.00	0.00	0.00	0.00	520.14
Total Fund	677,622.48	6,271.02			26,962.26	656,931.24
30 STREET LIGHTING DEPARTMENT						
10150 Cash in SLO County	751.17	0.00	0.00	0.00	0.00	751.17
10200 HOB - General	295,853.96	1,058.10	0.00	0.00	1,383.62	295,528.44
10250 HOB - Payroll	-12,105.99	0.00	0.00	0.00	618.71	-12,724.70
10260 Pac Western Bank --Vehicle Replm	10,125.00	0.00	0.00	0.00	0.00	10,125.00
10350 HOB - Capital Reserve Acct.	59,487.43	0.00	0.00	0.00	0.00	59,487.43
10460 Cantella & Co. Investment Acct.	110.35	0.00	0.00	0.00	0.00	110.35
Total Fund	354,221.92	1,058.10			2,002.33	353,277.69
40 WASTEWATER DEPARTMENT						
10150 Cash in SLO County	6,046.75	0.00	0.00	0.00	0.00	6,046.75
10200 HOB - General	597,765.00	28,417.89	578.98	0.00	10,501.93	616,259.94
10250 HOB - Payroll	-196,297.59	0.00	0.00	0.00	13,717.31	-210,014.90
10260 Pac Western Bank --Vehicle Replm	3,125.00	0.00	0.00	0.00	0.00	3,125.00
10340 HOB - Water Projects 6598	41,660.00	0.00	0.00	0.00	0.00	41,660.00
10350 HOB - Capital Reserve Acct.	115,946.58	0.00	0.00	0.00	0.00	115,946.58
10460 Cantella & Co. Investment Acct.	368.06	0.00	0.00	0.00	0.00	368.06
Total Fund	568,613.80	28,417.89	578.98		24,219.24	573,391.43
50 WATER DEPARTMENT						
10200 HOB - General	651,587.67	36,546.85	0.00	0.00	26,739.13	661,395.39
10250 HOB - Payroll	-121,821.32	0.00	0.00	0.00	14,031.14	-135,852.46
10260 Pac Western Bank --Vehicle Replm	3,125.00	0.00	0.00	0.00	0.00	3,125.00
10340 HOB - Water Projects 6598	53,249.88	0.00	0.00	0.00	0.00	53,249.88
10350 HOB - Capital Reserve Acct.	63,205.90	0.00	0.00	0.00	0.00	63,205.90
10360 HOB - Capital Projects Acct	0.50	0.00	0.00	0.00	0.00	0.50
10400 HOB - USDA Reserve	107,880.83	0.00	0.00	0.00	0.00	107,880.83
10460 Cantella & Co. Investment Acct.	1,260.87	0.00	0.00	0.00	0.00	1,260.87
Total Fund	758,489.33	36,546.85			40,770.27	754,265.91
60 SOLID WASTE DEPARTMENT						
10200 HOB - General	50,169.22	2,439.18	0.00	0.00	4,836.60	47,771.80

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report by Fund/Account
For the Accounting Period: 6/17

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
71 PAYROLL CLEARING FUND						
10200 HOB - General	-3,695.50	0.00	0.00	0.00	0.00	-3,695.50
10250 HOB - Payroll	36,785.10	0.00	34,516.22	10,030.63	0.00	61,270.69
Total Fund	33,089.60		34,516.22	10,030.63		57,575.19
73 CLAIMS CLEARING FUND						
10200 HOB - General	287,203.06	0.00	151,116.08	0.00	0.00	438,319.14
10250 HOB - Payroll	400.00	0.00	3,464.88	0.00	0.00	3,864.88
Total Fund	287,603.06		154,580.96			442,184.02
Totals	2,365,709.81	78,230.68	189,676.16	10,030.63	189,616.16	2,433,969.86

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



San Miguel Community Services District

Staff Report

July 27, 2017

AGENDA ITEM: XI-1

SUBJECT Consider and Adopt a Resolution Authorizing Staff to Prepare and Deliver a Notice of Public Hearing to Consider Increasing Commercial Solid Waste Collection Rates by 8.91% Pursuant to Proposition 218.

STAFF RECOMMENDATION:

Consider and Adopt Resolution No. 2017-40, authorizing staff to prepare and send a notice of public hearing, to increase commercial solid waste rates by 8.91%, pursuant to Proposition 218.

Background

San Miguel Garbage Company (“SM Garbage”) and the San Miguel Community Services District (“District”) entered into a franchise agreement in 2006 for the provision of solid waste services to District residents. Outside of the standard Consumer Price Index (“CPI”) increases, SM Garbage has not requested an increase in solid waste fees in the past four years. This year, SM Garbage is requesting an 8.91% increase in commercial solid waste collection rates due to increased costs. The requested rate increase only raises commercial solid waste collection rates, and will have no effect on residential rates. The proposed resolution authorizes District staff to send notice to customers affected by the proposed rate increase, pursuant to Proposition 218.

Discussion

Proposition 218 established substantive and procedural requirements for a public agency increasing property related fees and charges. “Fee” under Proposition 218 means “any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service.”¹ Solid waste collection and disposal rates are deemed fees under the above definition.² Proposition 218’s requirements apply to fees charged by a local government to provide solid waste collection services.

¹ Cal. Const., art. 13D, § 2.

² Cal. Const., art. 13D, § 6(c).

The District and SM Garbage entered into the franchise agreement in 2006 (“Agreement”) for the provision of solid waste collection within the District. Under the Agreement, the District Board of Directors (“Board”) must establish rates for the solid waste collection services provided by SM Garbage. The solid waste collection rate increases are subject to the procedural and substantive requirements of Proposition 218 because the District retains control of the rates.

Documentation provided by SM Garbage demonstrates a shortfall in revenue from commercial solid waste collection services. Except for standard CPI increases, SM Garbage maintained garbage collection rates over the past four (4) years. The proposed increase is necessary for SM Garbage to fund the cost of commercial solid waste collection services.

The proposed rates reflect an 8.91% increase in commercial rates, which will bring SM Garbage’s statement of income for 2016 to a zero percent (0%) profit. Under the Agreement, SM Garbage may collect a reasonable return for providing solid waste collection services. Allowable SM Garbage profit on expenses is calculated using targeted operating ratio of ninety-two percent (92%), with a range of ninety percent (90%) to ninety-four percent (94%).

The proposed increase is directly related to a loss of commercial accounts within the District and increased operating expenses. SM Garbage’s statement of income for commercial services shows a net income of negative 8.2%. The proposed increase raises rates 8.91% to cover the shortfall, with the additional .71% coming from the 8% franchise fee SM Garbage pays to the District.

Proposition 218 Substantive Requirements

Property related fees must comply with the following substantive provisions of Proposition 218:

- a. Revenues derived from the fee must not exceed the funds required to provide the property-related service;
- b. Revenues derived from the fee must not be used for any purpose other than that for which the fee is imposed;
- c. The amount of a fee imposed upon any parcel or person as an incident of property ownership must not exceed the proportional cost of the service attributable to the parcel;
- d. The fee may not be imposed for a service unless the service is actually used by, or immediately available to, the owner of the property subject to the fee;
- e. No fee or charge may be imposed for general governmental services, such as police, fire, ambulance, or libraries, where the service is available to the public in substantially the same manner as it is to property owners.

Procedural Requirements

To begin the Proposition 218 process, the District must first provide notice of the proposed increase to the affected customers by mail. The notice must state the amount of the fee to be imposed; the basis upon which the fees were calculated; a statement regarding the reason for the increase; and the date, time and location of the public hearing where the Board will consider the increase. The notice must be sent, in this case, to the customers of record. Pursuant to

Government Code section 53755, the notice may be given by including it in the agency's regular billing statement. Notably, SM Garbage must pay the costs associated with providing notice under section 9.6 of the Agreement.

Fiscal Impact

The District would receive a small (0.71%) increase in revenue as a result of the rate increase. The cost of preparing and sending Proposition 218 notices must be paid by SM Garbage.

Recommendation

Adopt Resolution No. 2017-40, authorizing staff to prepare and send a notice of public hearing, to increase commercial solid waste rates by 8.91%, pursuant to Proposition 218.

Attachment

1. Resolution 2017-40.
2. Proposed Commercial Rate Sheet from San Miguel Garbage.
3. 2016 Commercial Rate Comparison for Solid Waste Services from San Miguel Garbage.
4. Prop 218 Public Notice for July 27th Meeting to act on Trash Rate Increase

RESOLUTION NO. 2017- 40

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING STAFF TO PREPARE AND DELIVER NOTICE OF A PUBLIC HEARING TO INCREASE COMMERCIAL SOLID WASTE RATES BY 8.91 %, PURSUANT TO PROPOSITION 218

WHEREAS, the San Miguel Community Services District (“District”) provides solid waste collection services through a franchise agreement (“Agreement”) with the San Miguel Garbage Company (“SM Garbage”); and

WHEREAS, the fees for commercial solid waste collection are insufficient to cover the costs of services and provide SM Garbage a reasonable rate of return; and

WHEREAS, the District retains control of the rates charged for solid waste collection under the franchise agreement; and

WHEREAS, the District must comply with the substantive and procedural requirements of Proposition 218 when increasing solid waste collection fees; and

WHEREAS, the District must deliver notice of the proposed fee increase to customers of record; and

WHEREAS, customers receiving the notice will be provided an opportunity to protest the increase, and, if a majority protest, the District may not implement the rate increase; and

NOW THEREFORE, BE IT RESOLVED, the District Board of Directors does, hereby, authorize District staff to prepare and send notice of a public hearing, pursuant to Proposition 218, to consider increasing commercial solid waste collection rates by 8.91%.

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 ___ day of _____, 2017.

Anthony Kalvans, Board President

ATTEST:

Doug White, District General Counsel

San Miguel CSD commercial rate increase

Proposed Increase for Commercial Customers	8.2000%
Adjust increase for 8% Franchise Fee	1.087 Adjust for franchise fee = 8 / 92
Calculated increase	8.9134%
Rounded % Increase	8.91%
Current Solid Waste Fee (3 yard container as an example) with IWMA 2% AB939 fee	\$127.73
Current Solid Waste Fee (3 yard container as an example) without IWMA 2% AB939 fee	\$125.23
New 3 yard solid waste rate without IWMA	\$136.39
2% AB939 IWMA Fee	\$2.73
New Solid Waste Fee	\$139.12
Total customer Increase in Rates and Fees	\$11.39

The solid waste increase is calculated without IWMA fees so that neither the district nor the franchised hauler receives any revenue from the 2% fee that is added for AB939

San Miguel Garbage Co Inc.

2017 Rate Comparison for Solid Waste Services

	San Miguel Proposed	San Miguel Current	HRCSD	Paso City	Paso Urban	TCSD	Temp Urban
1.5 yd	\$94.46	\$86.73	\$94.47	\$105.97	\$122.39	\$97.26	\$146.75
2yd	\$103.98	\$95.47	\$120.72	\$124.27	\$139.02	\$110.47	\$172.55
3yd	\$139.12	\$127.73	\$138.88	\$160.85	\$172.38	\$137.23	\$204.35

The rate increase is calculated at 8.2% *1.087 of a percent to compensate for Franchise fee = a total of 8.91%



SAN MIGUEL COMMUNITY SERVICES DISTRICT

PROPOSITION 218 NOTICE OF PUBLIC HEARING ON PROPOSED INCREASES TO TRASH COLLECTION AND DISPOSAL SERVICE CHARGES

DATE: September 28 2017

TIME: At or after 7:00 PM

**LOCATION: San Miguel Community Services District Board Meeting Room
1150 Mission Street, San Miguel**

You are receiving this notice because you are either a San Miguel Community Service District trash collection and disposal customer or you own property within District boundaries that is receiving this service provided by the District franchisee, San Miguel Garbage Company.

The Board of Directors will be considering a recommendation from the Equipment & Facilities and Finance & Budget Committees to adopt an increase to the trash collection and disposal service charges at a public hearing on Thursday, September 28, 2017 at the San Miguel Community Services District Board Meeting Room, 1150 Mission Street. The hearing will start at 7:00 PM or after. The new service charges, if adopted, will go into effect on or after October 1, 2017.

Additional information and service charge details are available at District office. Contact the District at 805-467-3388 to obtain further information or make a request for copies.

The District's Solid Waste Collection and Disposal Services

The San Miguel Community Services District provides trash collection and disposal services to customers and/or property owners within the District's boundaries. Trash collection and disposal services are provided by a third party, San Miguel Garbage Company, who is a franchisee to the District for these services.

San Miguel Garbage Company provides collection and disposal services to over 633 residential and 82 non-residential (Commercial) customers of the San Miguel community, an unincorporated community in San Luis Obispo County. The District has adopted a mandatory

trash collection ordinance that requires residential and non-residential customers to maintain trash collection services. This requirement applies to both tenants and property owners.

How is trash collection and disposal services funded?

San Miguel Garbage Company pays the San Miguel Community Services District an annual franchise fee for the right to provide a fee-based trash collection and disposal service. The franchise fee paid to District is for the right to provide said trash collection and disposal services.

How has San Miguel Garbage Company cut costs?

San Miguel Garbage Company, requested and received a .79% CPI increase, (Less than 1%) the first one in over the three years prior. They are currently requesting an 8.91% increase to commercial rates only to recoup the lost revenue from the commercial collection within the district.

The District specifies, in the franchise agreement, for CPI (Consumer Price Index) increases for all residential and non-residential solid waste rates and permits an annual increase to solid waste collection rates based on a reasonable return on investment of 8%. San Miguel Garbage has continued to control its costs this year, not asking for a CPI overall, but only the proposed increase for commercial services, as the number of commercial users within the district has dwindled.

Reasons for the Proposed Service Charge Increases

Service charge increase is essentially necessary to cover cost increases for such services, as well as to comply with new, unfunded state or county regulations requiring upgrades or retrofits. There are key reasons for the proposed service charge increase:

- Increase will make up for continued operational cost while commercial user numbers are reduced.
- Rate increase is an 8.91% increase for Commercial services only
- Residential Rates will remain the same.
- San Miguel Garbage Company will continue a free white good removal program through 2017 and has agreed to donate free uncolored woodchips for weed control and water conservation.
- San Miguel Garbage Company has agreed to continuing its support Community Clean Up Program with roll-off box on designated days.

How will the service charges change?

Service charges are comprised of two components: 1) a per ton tipping fee increase at Paso Robles Landfill and at Chicago Grade Landfill, and 2) a fixed monthly charge based on commercial service fees based on size of bins (yard) provided per customer request.

A typical commercial service charge for a 1 yard bin with one pick up per week will increase \$6.91 per month. The current rate is \$77.52 per month. The new rate will be \$84.43 per month.

What do you need to do with this information?

You can, if you are opposed to or in favor of this rate increase, attend the public hearing on September 28th 2017 and speak to the Board of Directors about your questions or express your position as a part of the scheduled public hearing.

If you cannot attend the public hearing, but want to provide written comments in opposition, you should send your written comments to the District office at 1150 Mission Street no later than

September 28th 2017, 4:00pm. Written comments, in opposition or in favor, may also be submitted via email sent to Rob.roberson@sanmiguelcsd.org.

If there are any questions, please call or contact the District office at (805) 467-3388.



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI.2

SUBJECT: Discuss the current status of the current vehicle fleet, proposed changes and additions, and provide direction to staff.

STAFF RECOMMENDATION:

Discuss the current status of the current vehicle fleet, proposed changes and additions, and provide direction to staff.

BACKGROUND:

The Fire Department currently operates 3 fire engines and 2 fire utilities.

Engine 8696 is a Type 1, 2010 Ferrara Fire Apparatus on a Custom HME cab

Engine 8687 is a Type 2, 2007 Ferrara Fire Apparatus on Commercial GMC 6500 cab

Engine 8668 is a Type 6, 2010 Ford F550 Commercial Truck with Skid mount

Utility 8600 is a 2010 Ford F150, assigned to the Fire Chief

Utility 8601 is a 2004 Ford F150, assigned to the Assistant Fire Chief

The Utilities Department currently operates 1 utility vehicle

Utility 8632 is a 2006 GMC 2500 commercial truck

Although all these vehicles have served the District well, due to the growth of the District, changes in operations and changes in standards for the fire department, it is necessary to both add to and replace current vehicles to meet the current and future needs of the Fire and Utilities departments.

FIRE DEPARTMENT

Engine 8696

This engine is currently 7 years old. There are no immediate plans to replace or modify this engine.

Engine 8687

Currently the Fire department is in need of replacing Engine 8687, a type 2/ 3 engine, with a new type 3 engine. When Engine 8687 was purchased it was classified as a type 3 engine but due to changes in engine typing (typing refers to; the amount of water carried, GPM of the main pump, all-wheel drive capability and equipment carried on the engine) it no longer meets the requirements of a Type 3. However, the assignments that the Fire Department is being called to fill are for type 3 engines.

Although there are numerous areas within the District that are grasslands and the Department would use a type 3 for, there are many more calls immediately outside the District and throughout the County that the Department is called for.

Today it is not only important to be able to support the needs within the District but to also be able to support, to an extent, auto and mutual aid within the areas around the District. This is especially true for our area since we are at the north end of the county we need to be able to respond to and handle any situation that arises in the immediate areas around our district as the next county engine is 15 minutes away.

As a type 3 compliant engine has been identified as a priority for the protection of the District and the surrounding areas. We are proposing to either sell private party or trade in Engine 8687 for an approximate value of \$180,000. And to Purchase a type 3 engine at a cost of approximately \$375,000. With the sale of Engine 8687 we would be paying approximately \$195,000. There will also be some addition cost in outfitting the new engine with a radio and mounting our existing equipment, but those costs would be minimized by using existing personnel to perform the work.

The Net cost of \$195,000 would be offset by the additional funds received for use of this engine on both in and out of county assignments. On an average assignment, the District would receive approximately \$1280 per day, which is recommended to be used to either replace Capital reserve money used to purchase the engine or to augment payments.

Over the last three years the district received approximately \$72,893.00 for the use of the engine over 14 assignments.

Engine 8668

This engine is currently 7 years old, although there have been some problems with the pump motor with the replacement of that motor there are no other modifications planned and this engine will remain in service with the fire department.

Utility 8600

This truck was bought used and is currently 7 years old. There are no immediate plans to replace it but it may be scheduled to be replaced in 8 years depending on maintenance and costs to operate this vehicle.

Utility 8601

This truck was bought used and is currently 13 years old with 120,000 miles. This vehicle has seen numerous major repairs and is currently in need of some suspension repairs.

Based on the Vehicle assessment program, this vehicle should be replaced as soon as possible.

Based on the direction of the Fire department this vehicle should be replaced with a similar vehicle for use as a duty response vehicle and general utility vehicle.

This vehicle may be taken out of fire service and transferred to the Utilities as a “around town” truck for utility services. If this option is pursued the Utilities Department will transfer fair market value of the existing vehicle to the fire department, approximately \$4,200.

The cost of the replacement vehicle would be paid from the Fire Capital reserve or Fire Impact fees. The replacement is estimated at \$40,000.

Additional Vehicle 1

The Fire Department has identified the need in this area for a 3,000 or 4,000-gallon water tender to serve the District as well as areas surrounding the community. This would provide water immediately to the areas that are not served by hydrants as well as augment the water on the San Lawrence Terrace, where there is low water volume and pressure.

Being able to provide this additional “mobile” water it will also help reduce insurance rates to the homes that are not within 1000 feet of a hydrant, both in the District and in the surrounding area.

The proposed water tender is estimated to cost \$150,000 to \$200,000, however the requests for this equipment would quickly return the investment.

UTILITIES DEPARTMENT

Utility 8632

This truck was bought new and is 11 years old. During most of its use in utilities it has been overloaded and is showing the wear.

Currently this is the only utility within the department, causing employees to use their own vehicles.

Although there is no immediate plan to replace this vehicle at this time it will likely need to be replaced in the next 5-10 years based on maintenance and cost to operate it.

Additional vehicle 1

In the Utilities Department, there is an immediate need to purchase a 1 ton (or better) pickup, either standard bed or utility bed, in order to perform regular operational functions and to move equipment and materials around the district.

This utility vehicle is currently budgeted for \$65,000 in the 2017-18 budget and will be purchased this year.

Additional Vehicle 2

There is also a need for another Utility vehicle to be used as an “around town” truck to perform service orders, meter reading, and other tasks where the utility with the tools or a 1 ton is not needed. This may be achieved by transferring the 2004 Ford F150 from the fire department when that vehicle is replaced. The Utilities Department would purchase the truck from the Fire Department for fair market value. However, if this vehicle is transferred it will need to be scheduled for replacement in 5 to 10 years depending on the cost of ongoing maintenance of the vehicle.

FISCAL IMPACT

There is no cost at this time. When each item is brought back to for approval the associated

STAFF RECOMMENDATION

Staff recommends the Board review the vehicle information provided and direct staff to provide a proposal for;

- a. The replacement of the 2004 Ford F150 utility with a similar pickup
- b. The transfer of the 2004 Ford F150 to the Utilities department
- c. The replacement of Engine 8687 with a Type 3 fire engine
- d. Purchase of a 1 ton or better pickup for the utilities
- e. Purchase of a 3,000 or 4,000-gallon water tender

PREPARED BY:

Kelly Dodds

Kelly Dodds, Utilities Supervisor/ Assistant Fire Chief



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XL3

SUBJECT: Discuss and approve an agreement with the County of San Luis Obispo for the continued collection of Fire Public Facilities Fees through the county permit process.

STAFF RECOMMENDATION:

Discuss and approve an agreement with the County of San Luis Obispo for the continued collection of Fire Public Facilities Fees through the county permit process.

BACKGROUND:

The District currently utilizes the County of San Luis Obispo (County) to collect Fire Public Facility Fees (impact fees) through the County's building permit process. Once collected the fees are forwarded to the District.

These impact fees are restricted and can only be used for capital projects/ purchases for the Fire Department.

These funds cannot be used to fund the normal daily operations, or other departments.

This agreement is cleaning up documentation between the County and District, allowing the County to continue collecting the Impact fees on our behalf. Although, in the future the District may elect to collect these fees on our own we are not currently in a position to do so. This agreement is a year to year agreement. So, that at such time that the District is in the position to collect these fees on our own, that we can then terminate the agreement and begin collecting the fees ourselves.

This item is only to clean up the documentation between the County and District and to ensure continued service by the County. It is not to assess or adjust the rate that is collected. The assessment of the current rate and adjustment of that rate, should it need to be adjusted, will be a separate action in the future.

FISCAL IMPACT

There is no additional cost to this item other than staff time.

STAFF RECOMMENDATION

Staff recommends that the Board approve the agreement with the County for the collection of the Public Facilities Fees on the Districts behalf.

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Assistant Fire Chief

Attachments: PFF Agreement

**AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO
AND THE SAN MIGUEL COMMUNITY SERVICES DISTRICT**

This AGREEMENT is made and entered into on 27th day of July, 2017, by and between the San Miguel Community Services District, a community services district formed under the provisions of Government Code section 61010, et seq. (hereinafter referred to as “SMCSD”) and the County of San Luis Obispo, a political subdivision of the State of California (hereinafter referred to as “County”).

WITNESSETH:

WHEREAS, pursuant to the provisions of Government Code section 66000, et seq., Title 18 of the County Code, and the County Public Facilities Financing Plan, the County is authorized to impose fees on development projects to mitigate the impact of new development on public facilities; and

WHEREAS, a portion of the public facility fee paid by each permit recipient within the boundaries of the SMCSD was collected for the purpose of mitigating the impact of new development on the provision of firefighting and emergency response services; and

WHEREAS, among the governmental powers and duties exercised by the SMCSD within its boundaries is the provision of firefighting and emergency response services; and

WHEREAS, SMCSD and the County enter this Agreement for the purpose of the collection, distribution, and expenditure of impact fees to mitigate the impact of new development on the provision of firefighting and emergency response services; and

WHEREAS, the County will collect public facility fees for firefighting and emergency response purposes within the boundaries of the SMCSD and transfer those funds to the SMCSD to be used in accordance with all the requirements of Government Code section 66000, et seq.;

and

WHEREAS, the SMCSD desires that the County collect public facility firefighting and emergency response fees from development projects within its boundaries and represents that it is capable of and willing to use those fees within the timelines and other requirements of Government Code section 66000, et seq., for the capital improvements allowed by those provisions of law.

NOW, THEREFORE, in consideration of mutual covenants, conditions, promises and agreements herein set forth, the parties agree as follows:

1. Obligation of Parties.

- a. The County agrees to collect the public facility fees from development projects located within SMCSD's boundaries and to transfer the public facility firefighting and emergency response services fees to the SMCSD during the Term of this Agreement.
- b. Upon receipt of the above-mentioned public facility fees the SMCSD shall carry out for the County all the obligations and responsibilities of the local government as set forth in Government Code section 66000, et seq., including but not limited to the following:
 - (1) Identifying by resolution the purpose of the fees and the specific eligible uses for which the fees will be used.
 - (2) Determining in such resolution that there is a reasonable relationship between new development in San Miguel and the firefighting and emergency response capital improvements for which the fees will be used.
 - (3) Immediately expending the public facility fees on the identified capital

improvements or committing the funds to future capital improvements.

In the event that the funds are committed for future expenditure the SMCSD will identify the approximate date of such expenditure and will keep the funds in a separate account to avoid any commingling of the fees with other SMCSD revenue.

2. Term. The initial term of this Agreement shall be one year from the date first written above, and shall automatically renew for an additional one-year term upon the anniversary of that date unless terminated in accordance with Sections 3 and 4, below.

3. Terminated for Convenience. Either party may terminate this contract at any time by giving to the other party 60 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The County shall transfer all public facility fees collected prior to the effective date of said termination.

4. Termination for Cause. If the County determines that the SMCSD has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under the terms and provisions of this Agreement, or if the County determines that the SMCSD has failed to fulfill its obligations under this Agreement in a timely manner, or if the SMCSD is in violation of any of the terms or provisions of this Agreement, then the County shall have the right to terminate this Agreement effective immediately upon giving written notice to the SMCSD. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination.

5. Reporting. The SMCSD shall submit annual progress reports to the County describing the progress made toward performing its obligations under this Agreement. The annual report

shall include all of the information required to be made available to the public pursuant to Government Code section 66006.

6. Use of Funds. If at any time within applicable statutory periods of limitation it is determined by the County or a court of competent jurisdiction that funds provided for under the terms of this Agreement have been used by or on behalf of the County or the SMCSD in a manner or for purposes not authorized or prohibited by this Agreement or state law, the SMCSD hereby obligates itself, at the County's request, to pay to the County an amount equal to one hundred percent of the amount improperly expended.

7. Employment Status. Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between the County and the SMCSD. Neither the SMCSD nor any of the SMCSD's agents, employees or contractors are or shall be considered to be agents or employees of the County in connection with the performance of the SMCSD's obligations under this Agreement.

8. Records.

- a. All records, accounts, documentation and all other materials relevant to a fiscal audit or examination, as specified by the County, shall be retained by the SMCSD for a period of not less than three (5) years from the date of termination of this Agreement. If so directed by the County upon termination of this Agreement, the SMCSD shall cause all records, accounts, documentation and all other materials relevant to the work to be delivered to the County as depository. The SMCSD understands and agrees that it may be subject to examination and audit by the County Auditor/Controller for a period of three (5) years after the final payment under this Agreement.

b. All records, accounts, documentation and other materials deemed to be relevant to the undertaking enabled by this Agreement shall be accessible at any time to the authorized representatives of the County on reasonable prior notice, for the purpose of examination or audit. Any expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the County or its designee by the SMCSO.

9. Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code §2782.8, SMCSO shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation), of every nature arising out of the Agreement to the extent caused by the negligent performance or attempted performance or the provisions hereof, including any willful or negligent act or omission to act on the part of the SMCSO or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County.

10. Insurance. SMCSO shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SMCSO, its agents, representatives, employees or authorized volunteers.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as follows and no claims made insurance is allowed:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less

than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if SMCSD has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If SMCSD will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to SMCSD's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the SMCSD maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the SMCSD.

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SMCSD; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the SMCSD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the SMCSD's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the SMCSD's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the SMCSD's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County

Failure to Maintain Insurance

SMCSD's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to SMCSD, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from SMCSD resulting from said breach.

Waiver of Subrogation

SMCSD hereby grants to County a waiver of any right to subrogation which any insurer of said SMCSD may acquire against the County by virtue of the payment of any loss under such insurance. SMCSD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subcontractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

SMCSD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the SMCSD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Department of Planning and Building, Housing and Economic Development
Attention: Wes Drysdale, County Planner
976 Osos Street, Room 300
San Luis Obispo, CA 93408

Subcontractors

SMCSD shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. Entire Agreement and Modification. This Agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties hereto. The SMCSD specifically acknowledges that in entering into and executing this Agreement the SMCSD relies solely upon the provisions contained in this Agreement and no others.

12. Laws and Regulations. The SMCSD agrees that it is familiar with and will comply with all County and State laws and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the SMCSD, its subcontractors, and the undertaking enabled by this Agreement. The SMCSD agrees that it is familiar with and will comply with all laws and regulations applicable to the expenditure of public facility fees.

13. Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the SMCSD, the SMCSD shall not have the right to assign or transfer this Agreement, or any part hereof or monies payable hereunder, without the prior written consent of

the County, and any such assignment or transfer without the County's prior written consent shall be considered null and void.

14. Covenant. This Agreement has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the law of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

15. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

16. Agreement Binding. All provisions of this Agreement shall be binding on the parties and their heirs, assigns and successors in interest.

17. Waivers. County's waiver or breach of any one term, covenant or other provision of this Agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.

18. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid, to the following addresses:

To the County: Department of Planning and Building
 Attention: Wes Drysdale, County Planner
 976 Osos Street, Room 300
 San Luis Obispo, California 93408

To the SMCSD: Rob Roberson, Fire Chief
San Miguel Fire Department
P.O. Box 180
San Miguel CA 93451

Provided that any party may change such address by notice in writing to the other parties and thereafter notices shall be transmitted to the new address.

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

SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Anthony Kalvans, Board President

By: _____
Rob Roberson, Fire Chief

COUNTY OF SAN LUIS OBISPO

By: _____
Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____

Deputy County Counsel

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

Douglas White

District Counsel

By: _____

Douglas White

Date: _____



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI.4

SUBJECT: Resolution to Approve Resolution 2017-37 for Cost Sharing Memorandum of Agreement (MOA) for the Groundwater Sustainability Plan (GSP) preparation among all groundwater sustainability agencies in the Paso Robles Basin.

STAFF RECOMMENDATION:

Approve Resolution for Cost Sharing Memorandum of Agreement (MOA) for the Groundwater Sustainability Plan (GSP) preparation among all groundwater sustainability agencies in the Paso Robles Basin and direct the Interim General Manager to execute the MOA.

BACKGROUND:

The Paso Robles Basin (“Basin”) is required, by the Sustainable Groundwater Management Act (“SGMA”), to form a single groundwater sustainability agency (“GSA”) or multiple GSAs to prepare and implement a groundwater sustainability plan (“GSP”) that protects Basin groundwater resources. The GSA formation deadline of June 30, 2017, has passed and the San Miguel Community Services District (“San Miguel CSD” or “SMCSD”) is one of several agencies that has formed a GSA in the Basin. SGMA also requires all eligible agencies, such as cities, counties, and special districts that have formed GSAs to work cooperatively and collaborate in preparing a GSP. In the Basin, GSP documents must be adopted by January 31, 2020.

To meet this deadline, it will be important that all eligible agencies adopt their portion of a region-wide GSP and the entire Basin GSP no later than Fall, 2019. The eligible agencies that have formed GSAs or in the process of formation to become a GSA in the Basin are:

County of San Luis Obispo
County of Monterey--Salinas Valley GSA
City of Paso Robles

Special Districts: Estrella-El Pomar-Creston Water District (“EPCWD”)¹, Heritage Ranch CSD, San Miguel CSD and Shandon-San Juan Water District (“SSJWD”)

To assure that some measure of cooperation and collaboration to prepare a Basin GSP document, there is a proposal to use a Memorandum Agreement (“MOA”) for determining, among other things, how the allocation of costs for the GSP preparation are to be distributed among the eligible agencies. In recent informational meetings of all eligible agencies, a draft MOA was circulated for discussion and comment. SMCS D has participated in the reviewing and commenting process.

The provisions of the MOA sets forth the mechanism for establishing a Cooperative Committee that will manage the development of a single GSP that is to be adopted by each eligible GSA agency, then submitted to the Department of Water Resources (“DWR”) for approval. This MOA may also serve as the basis for continued cooperation among the GSAs in the management of the Basin during the period between adoption of the GSP and approval by DWR. This MOA, once fully executed, will automatically sunset upon DWR’s approval of the GSP for the Basin in 2020. In 2020, there would be another agreement or some other means adopted by each eligible agency and collectively for continued groundwater management activities.

The provisions of the MOA require that on all matters considered by the Cooperative Committee, the vote of each member shall be weighted in accordance with the percentages set forth below. Until the EPCWD finishes its formation process and becomes a Party to the MOA and appoints a member and alternate member, the EPCWD percentage shall be added to the County percentage such that the County’s total percentage is 61 percent. The weighted allocation percentages were generally established based on the estimated groundwater use within the GSA boundary of each Party.

City of Paso Robles Member	15%
SMCS D Member	3%
HRCSD Member	1%
SSJWD Member	20%
SLO County Member	61%

If and only if the EPCWD becomes a Party to this MOA in accordance with Section 3 of the MOA, the voting percentages set forth in Section 4.6 shall be modified as follows:

City of Paso Robles Member	15%
SMCS D Member	3%
HRCSD Member	1%
SSJWD Member	20%
SLO County Member	32%

¹ The EPCWD has been tentatively approved by the San Luis Obispo County Local Agency Formation Commission (“LAFCO”); however, EPCWD still has several more steps to complete before it is officially formed. The next milestone in EPCWD formation is a special election vote of landowners scheduled for October 17, 2017. {CW044978.2}

Under the terms and conditions of the MOA, any action or recommendation considered by the Cooperative Committee shall require the affirmative vote of 67 percent based on the percentages set forth above. Notwithstanding the foregoing, the following shall require the affirmative vote of 100 percent based on the percentages set forth above: (A) a recommendation that each of the Parties adopt the GSP or adopt any amendment thereto prepared in response to comments from DWR and (B) a recommendation that the Parties amend this MOA.

In entering into the MOA, the District would have a number of requirements it must comply with as part of the Cooperative Committee. All signatories to the MOA are required to provide in kind staff, technical assistance and overhead costs for their portions of the GSP drafting process. Those costs will not be part of the budgets developed under the MOA. However, each budget developed under the MOA will have to be reviewed and approved by the District. The City of Paso Robles will serve as the agency that enters into contracts on the Cooperative Committee's behalf, but the Cooperative Committee must first approve of the notice for proposals and the contract that is eventually issued. Cooperative Committee members are also entitled to participate in the interview process for any consultants to be hired. Finally, any agency may withdraw from the MOA, but the agency remains responsible for any costs incurred, accrued or encumbered on the date of withdrawal.

OPTIONS:

1. Do nothing.
2. Approve Resolution 17-XXX authorizing the Interim General Manager to execute the MOA.
3. Direct staff to work with the other parties to re-negotiate the MOA, or to withdraw from the group effort and create a separate GSP and a coordination agreement with the other parties in the Basin for the District's GSA.

ANALYSIS AND CONCLUSIONS:

Option 1 may result in the District's GSA having to create our own GSP in order to be in compliance with the SGMA deadlines. That would be significantly more costly and would leave the District's GSA in the position of still needing to coordinate with the other GSAs in the basin.

Option 2 would ensure that the District complies with the SGMA, and would give the District the opportunity to enter into a Memorandum of Agreement with other parties in the Paso Robles Sub-basin to create a combined GSP and to share costs. Our proportionate share of the GSP cost is 3%. Based on current estimates, the District Engineer believes that the District's total share of costs which will be associated with the GSP will be approximately \$15,000, which will be incurred over a 2 ½ -year period.

Option 3 would have the District GSA not work with the other parties, and create its own GSP within the District limit portions of the Basin. This would require the District GSA to coordinate

{CW044978.2}

that GSP and all implementation efforts with the other parties in the Basin. That also means that the District would bear all of the costs of preparing and implementing the GSP.

FUNDING:

Funding for this project will come from the Water Fund.

FISCAL IMPACT

The District's portion of costs during FY 2017-8 are projected to be in the range of \$5,000-7,500, with the full \$15,000 share being paid by December of 2019. These costs would be paid for by the Water Fund and were anticipated during the preparation of the budget. District staff is working with the other GSAs to submit an application for funding under the Prop 1 Sustainable Groundwater Planning Grant Program which may provide grant funds which will offset up to 50% of the District's financial commitment.

STAFF RECOMMENDATION

Board of Directors should approve and adopt this Resolution and direct the Interim General Manager to execute the MOA.

PREPARED BY:

APPROVED BY:

Blaine T. Reely

Blaine T. Reely, P.E., District Engineer

Interim General Manager

Attachments:

Final MOA

Resolution 2017-XXX Paso Basin MOA

RESOLUTION NO. 2017-37

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICE DISTRICT AUTHORIZING THE INTERIM GENERAL MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE OTHER GROUNDWATER SUSTAINABILITY AGENCIES IN THE PASO ROBLES SUB-BASIN FOR THE PURPOSES OF CREATING A UNIFIED GROUNDWATER SUSTAINABILITY PLAN

WHEREAS, in 2014, the California Legislature and the Governor passed into law the Sustainable Groundwater Management Act (SGMA) for local management of groundwater resources in California through the formation of Groundwater Sustainability Agencies (GSAs) and through preparation and implementation of Groundwater Sustainability Plans (GSPs); and

WHEREAS, the San Miguel Community Services District (District) overlies a portion of the Paso Robles Sub-basin of the Salinas Groundwater Basin, which is subject to SGMA. The District formed a GSA over the portion of the Paso Robles Sub-basin under the District's limits; and

WHEREAS, the District and other agencies in the Paso Robles Sub-basin that have formed GSAs have drafted a Memorandum of Agreement (MOA) to facilitate the process of working cooperatively to draft a unified GSP; and

WHEREAS, the District intends to work cooperatively with the other agencies and GSAs in the Paso Robles Sub-basin in San Luis Obispo County to write a unified GSP. This will facilitate the collective group of GSAs which overlie the Paso Robles Sub-basin be more successful in reaching sustainable groundwater use by 2040, and to allow the District to automatically be in compliance with the coordination requirements of SGMA, while simultaneously reducing the amount of funding that will be required to prepare a GSP; and

WHEREAS, the proposed Paso Robles Sub-basin MOA calls for the District to pay only 3% of the total cost associated with drafting the GSP; and

WHEREAS, the District Board of Directors approves the terms and conditions of the MOA and directs the Interim General Manager to execute the MOA.

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 27th day of July, 2017.

Anthony Kalvans, Board President

ATTEST:

Douglas L. White, District General Counsel

**MEMORANDUM OF AGREEMENT REGARDING
PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN
FOR THE PASO ROBLES GROUNDWATER BASIN**

This Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin (“MOA”) is entered into by and between the City of El Paso de Robles (“City”), the San Miguel Community Services District (“SMCSD”), the Heritage Ranch Community Services District (“HRCSD”), the County of San Luis Obispo (“County”) and the Shandon San Juan Water District (“SSJWD”) (each referred to individually as a “Party” and collectively as the “Parties”) for purposes of preparing a groundwater sustainability plan for the Paso Robles Area Subbasin.

Recitals

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act (Water Code §§ 10720 *et seq.*) (“SGMA”), which became effective on January 1, 2015 and which have been and may continue to be amended from time to time; and

WHEREAS, SGMA requires the establishment of a groundwater sustainability agency (“GSA”) or agencies for all basins designated as medium or high priority by the California Department of Water Resources (“DWR”) on or before June 30, 2017; and

WHEREAS, SGMA further requires the adoption of a groundwater sustainability plan (“GSP”) or coordinated GSPs for all basins designated by DWR as high or medium priority and subject to critical conditions of overdraft on or before January 31, 2020; and

WHEREAS, DWR has designated the Paso Robles Area Subbasin (Basin No. 3-004.06) (“Basin”) as a high priority basin subject to critical conditions of overdraft; and

WHEREAS, each of the Parties has decided to become the GSA within its respective service area overlying the Basin and has informed DWR of its decision and intent to undertake sustainable groundwater management therein; and

WHEREAS, each of the Parties desires to collectively develop and implement a single GSP to sustainably manage the portions of the Basin underlying their combined service areas (*i.e.* all portions of the Basin located within the County of San Luis Obispo); and

WHEREAS, the Parties share the common goal of cost effective, sustainable groundwater management that considers the interests and concerns of all beneficial uses and users of groundwater within the Basin; and

WHEREAS, on April 6, 2017, the San Luis Obispo Local Agency Formation Commission conditionally approved the formation of the Estrella-El Pomar-Creston Water District (“EPCWD”), subject to, among other things, a successful vote on the formation pursuant to Water Code Section 34500, for purposes of serving as a GSA within its service area; and

WHEREAS, the EPCWD, if formed, will not be formed until after the June 30, 2017 deadline, and the County included the potential service area of the EPCWD within the Paso Basin – County of San Luis Obispo Groundwater Sustainability Agency that the County formed on May 16, 2017 by Resolution 2017-134; and

WHEREAS, the Parties acknowledge the cooperative efforts of the working group, including representatives of each Party and the applicant and several petitioners desiring to form the EPCWD, that commenced meeting in August 2016 and that culminated in this MOA; and

WHEREAS, this MOA provides for the future addition of EPCWD as a Party to this MOA provided that certain conditions are satisfied, including, but not limited to, a successful vote on the formation of the EPCWD pursuant to Water Code Section 34500 and the County Board of Supervisors decides to withdraw from serving as the GSA for the EPCWD service area; and

WHEREAS, the active involvement and cooperation of all users of groundwater within the Basin is highly valued by the Parties and their continued willing cooperation in SGMA implementation is deemed critical for successful sustainable management of the Basin.

NOW, THEREFORE, it is mutually understood and agreed as follows:

Section 1

Purpose

The purpose of this MOA is to establish a committee to develop a single GSP that will be considered for adoption by each individual Party and subsequently submitted to DWR for approval. This MOA may also serve as the basis for continued cooperation among the Parties in the management of the Basin during the period between adoption of the GSP by each Party and approval of the GSP by DWR. As more specifically set forth in Section 12.2 below, this MOA shall automatically terminate upon DWR’s approval of the GSP for the Basin.

Section 2

Term

This MOA shall become effective on the date that the last of the five (5) Parties signs (“Effective Date”) and shall remain in effect until terminated in accordance with Section 9.2 or Section 12.2 below.

Section 3 EPCWD

If and only if the EPCWD is formed and its Board of Directors decides to become the GSA within its service area and the County Board of Supervisors decides to withdraw from serving as the GSA within said area, the EPCWD may become a Party to this Agreement by signing the Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin in the form attached hereto as Exhibit A (“Addition”) provided that the County Board of Supervisors has accepted the Addition as part of its decision to withdraw.

Section 4 Paso Basin Cooperative Committee

4.1 The Parties hereby establish the Paso Basin Cooperative Committee (“Cooperative Committee”) which shall be composed of a member and alternate member from each of the five (5) Parties.

4.2 The governing body of each Party shall promptly appoint a member and alternate member to the Cooperative Committee. Each Cooperative Committee member and alternate member shall serve at the pleasure of the appointing Party, and may be removed from the Cooperative Committee by the appointing Party at any time. Each Cooperative Committee member’s compensation, if any, for his or her service on the Cooperative Committee shall be the responsibility of the appointing Party.

4.3 If and only if the EPCWD becomes a Party to this MOA in accordance with Section 3 of this MOA, the Cooperative Committee shall also include a member and alternate member from the EPCWD appointed by the EPCWD.

4.4 The Cooperative Committee shall conduct activities related to GSP development and SGMA implementation at the pleasure and under the guidance of the Parties, including, but not limited to:

- A. Development of a GSP that achieves the goals and objectives outlined in SGMA;
- B. Review and participation in the selection of consultants related to Cooperative Committee efforts, as more specifically set forth in Section 6 below;
- C. Development of recommended annual budgets and additional funding needs for consideration and approval of the Parties and development of a record of expenditures, in accordance with and subject to Section 5 below. Consistent with Section 7 below, it is expected that each of the Parties will contribute in-kind staff support; therefore, recommended annual budgets

shall generally not include the staff or overhead costs of any Party associated with participation in this MOA;

- D. Development of a plan that describes the anticipated tasks to be performed under this MOA and a schedule for performing said tasks;
- E. Implementation of the actions and/or policies undertaken pursuant to this MOA and resolution of any issues related to these actions and/or policies;
- F. Development of measures that may be implemented in the event insufficient or unsatisfactory progress is being made in development of the GSP;
- G. Development of a stakeholder participation plan that includes public outreach and education programs and workshops as appropriate and that involves the interested stakeholders in developing and implementing the GSP (*e.g.* workshops at key milestones); if determined necessary by the Cooperative Committee and supported by the Parties, the Cooperative Committee may lead implementation of the stakeholder participation plan or other stakeholder engagement activities;
- H. Establishment from time to time of one or more standing or *ad hoc* committees to assist in carrying out the purposes and objectives of the Cooperative Committee as may be necessary;
- I. Recommendation that each individual Party adopt the GSP developed under this MOA;
- J. Resolution of differences among the Parties;
- K. Coordination with neighboring GSAs in the Salinas Valley Groundwater Basin and with neighboring GSPs as may be required and/or to ensure no adverse effects.

4.5 The Cooperative Committee shall meet at least quarterly to carry out the activities described above. The Cooperative Committee shall prepare and maintain minutes of its meetings, and all meetings of the Cooperative Committee shall be conducted in accordance with the Ralph M. Brown Act (Government Code §§ 54950 *et seq.*). A majority of the members of the Cooperative Committee shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn the meeting. Attendance at all Cooperative Committee meetings may be augmented to include Parties' staff or consultants to ensure that the appropriate expertise is available.

4.6 Subject to Section 4.7 below, on all matters considered by the Cooperative Committee, the vote of each member shall be weighted in accordance with the following percentages:

City Member	15%
SMCSD Member	3%
HRCSD Member	1%

SSJWD Member	20%
County Member	61%

4.7 If and only if the EPCWD becomes a Party to this MOA in accordance with Section 3 of this MOA, the voting percentages set forth in Section 4.6 shall be modified as follows:

City Member	15%
SMCSD Member	3%
HRCSD Member	1%
SSJWD Member	20%
County Member	32%
EPCWD Member	29%

4.8 Any action or recommendation considered by the Cooperative Committee shall require the affirmative vote of 67 percent based on the percentages set forth in Section 4.6 or 4.7 above, as applicable. Notwithstanding the foregoing, the following shall require the affirmative vote of 100 percent based on the percentages set forth in Section 4.6 or 4.7 above, as applicable: (A) a recommendation that each of the Parties adopt the GSP or adopt any amendment thereto prepared in response to comments from DWR and (B) a recommendation that the Parties amend this MOA. For purposes of determining whether the requisite voting threshold has been met, the voting percentage of each member must be included in the calculation with the following limited exception: in the event that a member recuses himself or herself (A) said member's voting percentage shall be allocated *pro rata* to the other members for purposes of determining whether the 67 percent threshold has been met and (B) said members' affirmative vote shall not be required to reach the 100 percent threshold (i.e. all members who have not recused themselves must vote in the affirmative). Without limiting the foregoing, an absence by any member(s) shall not result in any *pro rata* distribution for purposes of determining whether the 67 percent threshold has been met or result in elimination of the requirement that said member vote in the affirmative for purposes of determining whether the 100 percent threshold has been met.

4.9 The creation of the Cooperative Committee shall not be construed as a delegation of any powers or authorities, and all powers and authorities of each individual Party shall reside with that Party.

Section 5 Funding

5.1 The Fiscal Year of the Cooperative Committee shall be July 1 through June 30.

5.2 For Fiscal Years 2017 – 2018, 2018 – 2019 and 2019 – 2020, the Cooperative Committee shall develop a recommended budget for consideration by each Party. Subject to each Party's approval of the budget for the relevant Fiscal Year, each Party shall be responsible

for funding a portion of said budgeted costs in accordance with the percentages set forth in Section 4.6 or Section 4.7 above, as applicable. Neither the Cooperative Committee nor any Party on behalf of the Cooperative Committee shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Years 2017 – 2018, 2018 – 2019 or 2019 – 2020 prior to approval of the budget for the relevant Fiscal Year by each Party.

5.3 For Fiscal Year 2020 – 2021 and following, the Cooperative Committee shall develop a recommended budget and recommended contribution percentages for consideration by each Party. Subject to each Party’s approval of the budget and its contribution percentage, each Party shall be responsible for funding a portion of said budgeted costs in accordance with the percentages approved by each Party. Neither the Cooperative Committee nor any Party on behalf of the Cooperative Committee shall make any financial expenditures or incur any financial obligations or liabilities pursuant to this MOA for Fiscal Year 2020 – 2021 and following prior to approval of the budget and contribution percentages for the relevant Fiscal Year by each Party.

5.4 It is anticipated that the vast majority of budgeted costs will involve costs for consultant services. Consequently, most contributions shall be paid to the City in the manner described in Section 6.6 below. For budgeted costs that do not involve consultant services (if any), the Cooperative Committee shall determine the manner in which such contributions shall be paid consistent with Section 5.2 and Section 5.3 above.

5.5 The Cooperative Committee shall make recommendations related to any additional non-budgeted funding needs, but shall have no authority to require any Party to contribute funds over and above those included in the budgets approved by each Party.

5.6 On an annual basis, the Cooperative Committee and/or contracting agent shall provide the Parties with a record of expenditures from the previous Fiscal Year related to this MOA.

Section 6

Engagement of Consultants

6.1 It is anticipated that the Cooperative Committee will desire to retain the services of one or more consultants in conducting the activities identified in Section 4.4 above, including, but not necessarily limited to, its development of the GSP.

6.2 The City agrees to act as the contracting agent on behalf of the Cooperative Committee and shall follow its own procurement policies in the engagement of such consultant(s) subject to Section 6.3 below.

6.3 The City agrees that the Parties and the Cooperative Committee shall be included in the selection of any consultant retained by the City on behalf of the Cooperative Committee.

More specifically, staff representatives from each of the Parties shall be given an opportunity to review and approve all requests for proposals prior to their release and to participate in the various stages of the selection process, including, but not limited to, review of proposals and participation on interview panels. In addition, the City shall not issue a notice to proceed to any selected consultant until the Cooperative Committee has confirmed the consultant and related contract.

6.4 The Cooperative Committee may request that the City terminate a consultant contract entered into on behalf of the Cooperative Committee subject to and in accordance with the terms specified in the contract.

6.5 All consultant contracts entered into by the City on behalf of the Cooperative Committee shall include the following: (A) a provision that the consultant shall not commence work until a notice to proceed is issued and acknowledgement that a notice to proceed will not be issued until the Cooperative Committee confirms the consultant and contract; (B) a provision requiring that the consultant name each Party, its employees, officers and agents as an additional insured; and (C) an expected spend plan estimating the amount of the not to exceed contract amount that the consultant expects to invoice the City each month.

6.6 Upon receipt of each invoice from a consultant retained on behalf of the Cooperative Committee, the City shall calculate each Party's payment obligation based on the percentages set forth in Section 4.6 or Section 4.7, as applicable, or on the percentages approved by each Party as set forth in Section 5.3, depending on the Fiscal Year. The City shall submit an invoice to each Party showing the foregoing calculation, and each Party shall remit payment to the City within thirty (30) days.

Section 7

Roles and Responsibilities of the Parties

In addition to performance of the roles and responsibilities set forth above related to, among other things, appointment of members and alternate members to the Cooperative Committee, consideration of annual budgets and cost contributions and participation in the selection of consultants, the Parties shall:

- A. Work to jointly to meet the objectives of this MOA through, among other things, coordination of all activities related to fulfillment of said objectives;
- B. Internally or jointly designate a staff person(s) to provide expertise and existing information in a timely manner and to participate in the development of the GSP and/or related technical studies and/or other materials or actions being considered by the Cooperative Committee;
- C. Upon recommendation of the Cooperative Committee, consider adoption of the GSP and, as defined in the GSP once approved, implement the GSP within its respective GSA service area. Notwithstanding the foregoing, nothing contained

in this MOA shall be construed as obligating any Party to adopt the GSP developed under this MOA, or as preventing any Party from adopting the GSP developed under this MOA in the event that the Cooperative Committee fails to recommend approval or another Party (or Parties) elects not to adopt the GSP developed under this MOA;

- D. Bring any dispute over any of the activities discussed in this MOA to the Cooperative Committee in order to provide the Cooperative Committee with an opportunity to resolve the dispute.

Section 8

Interagency Communication and Providing Proper Notice

8.1 In order to provide for consistent and effective communication among the Parties, each Party agrees to designate a representative as its central point of contact on all matters relating to this MOA and the GSP. Additional representatives from the community or staff may be appointed to serve as points of contact on specific actions or issues.

8.2 All notices, statements or payments related to implementing the objectives of this MOA shall be deemed to have been duly given if given in writing and delivered electronically, personally or mailed by first-class, registered, or certified mail to the Parties at the addresses set forth in Exhibit B. Notwithstanding any other provision of this MOA, the Parties may update Exhibit B from time to time without formally amending this MOA.

Section 9

Withdrawal and Termination

9.1 Any Party may unilaterally withdraw from this MOA without causing or requiring termination of this MOA. Withdrawal shall become effective upon thirty (30) days written notice to the remaining Parties' designated addresses as listed in Exhibit B. Nothing contained in this Section 9 shall be construed as prohibiting a Party that has withdrawn from this MOA from developing its own GSP for its service area within the Basin. A Party that has withdrawn from this MOA shall remain obligated to pay its percentage cost share of expenses and obligations as outlined in the current budget incurred, accrued or encumbered up to the date the Party provided notice of withdrawal, including, but not limited to, its cost share obligation under any existing consultant contract for which the City has issued a notice to proceed. If a Party withdraws, the Cooperative Committee shall reassess the contributions of each remaining Party to fund the current budget and determine if the Cooperative Committee needs to request the contribution of additional funding from the governing board of each Party.

9.2 This MOA may be terminated upon unanimous written consent of all current Parties.

Section 10 Amendments

This MOA may be amended only by unanimous written consent of all current Parties. Approval from a Party is valid only after that Party's governing body approves the amendment at a public meeting. Neither individual Cooperative Committee members nor individual members of the Parties' governing boards have the authority, express or implied, to amend, modify, waive or in any way alter this MOA or the terms and conditions hereof.

Section 11 Indemnification

No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this MOA. The Parties further agree, pursuant to Government Code Section 895.4, that each Party shall fully indemnify and hold harmless each other Party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such Party under this MOA.

Section 12 Miscellaneous

12.1 Execution in Counterparts. This MOA may be executed in counterparts.

12.2 Automatic Termination of MOA. This MOA shall automatically terminate upon DWR's approval of the adopted GSP. Depending on the content of the GSP, the Parties may decide to enter into a new agreement to coordinate GSP implementation.

12.3 Choice of Law. This MOA is made in the State of California, under the Constitution and laws of said State and is to be so construed.

12.4 Severability. If any provision of this MOA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

12.5 Entire Agreement. This MOA constitutes the sole, entire, integrated and exclusive agreement between the Parties regarding the contents herein. Any other contracts, agreements, terms, understandings, promises, representations not expressly set forth or referenced in this writing are null and void and of no force and effect.

12.6 Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through negotiation, and that each Party has had a full and fair

opportunity to revise the terms of this MOA. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this MOA.

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates shown below.

CITY OF EL PASO DE ROBLES

SHANDON SAN JUAN WATER DISTRICT

By: _____
Tom Frutchey

By: _____
Willy Cunha

Its: City Manager

Its: President, Board of Directors

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

HERITAGE RANCH COMMUNITY SERVICES
DISTRICT

By: _____
John Peschong

By: _____
Scott Duffield

Its: Chair, Board of Supervisors

Its: General Manager

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SAN MIGUEL COMMUNITY
SERVICES DISTRICT

By: _____
Rob Roberson

Its: Interim General Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL EFFECT:

By: _____

Its: _____

Date: _____

EXHIBIT A

Addition of Party to Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin

WHEREAS, certain local agencies that each decided to become the groundwater sustainability agency within their respective service areas overlying the Paso Robles Area Subbasin (Basin No. 3-004.06) have entered into an agreement entitled “Memorandum of Agreement regarding Preparation of a Groundwater Sustainability Plan for the Paso Robles Groundwater Basin” (“Agreement”); and

WHEREAS, the Estrella-El Pomar-Creston Water District (“EPCWD”) could not be an original signatory to the Agreement, because it had not yet been formed; and

WHEREAS, Section 3 of the Agreement sets forth the process by which the EPCWD can become a party to the Agreement provided that certain conditions are met; and

WHEREAS, the EPCWD has received and reviewed a copy of the Agreement; and

WHEREAS, on _____, the EPCWD Board of Directors held a public hearing and by Resolution _____ decided to become the groundwater sustainability agency within its service area and a signatory to the Agreement; and

WHEREAS, on _____, the County of San Luis Obispo Board of Supervisors held a public hearing and by Resolution _____ decided to withdraw from serving as the groundwater sustainability agency within the EPCWD’s service area and to accept the signature below.

NOW, THEREFORE, acknowledging that the recitals above are correct and are part of this agreement, the EPCWD, upon acceptance by signature below by the County of San Luis Obispo Board of Supervisors, shall become a party to the Agreement effective immediately. The EPCWD shall bear the benefits and enjoy the burdens of the Agreement as though the EPCWD had originally executed said Agreement as it now exists or may be amended in the future, and for so long as the Agreement remains in effect or for so long as the EPCWD is a party to the Agreement.

ACCEPTED AND APPROVED BY THE ESTRELLA-EL POMAR-CRESTON WATER DISTRICT BOARD OF DIRECTORS:

By: _____

Date: _____

Its: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: _____

Its: _____

Address for purposes of Exhibit B to the Agreement:

Estrella-El Pomar-Creston Water District

Attention: _____

**ACCEPTED AND APPROVED BY
THE COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS IN ACCORDANCE WITH
THE AGREEMENT:**

By: _____ Date: _____

Its: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____ Date: _____

Its: _____

EXHIBIT B
PARTY ADDRESS LIST

County of San Luis Obispo
976 Osos Street, Room 206
San Luis Obispo, CA 93408
Attention: Wade Horton, Public Works Director

City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93451
Attention: Dick McKinley, Public Works Director

San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451
Attention: Rob Roberson, Interim General Manager

Heritage Ranch Community Services District
4870 Heritage Road
Paso Robles, CA 93446
Attention: Scott Duffield, General Manager

Shandon San Juan Water District
365 Truesdale Road PO Box 150
Shandon, CA 93461
Attention: Willy Cunha, President, Board of Directors



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI-5

SUBJECT: Discuss the potential for revising the boundaries of the District's Groundwater Sustainability Agency (GSA)

STAFF RECOMMENDATION:

Discuss the potential for revising the boundaries of the District's Groundwater Sustainability Agency (GSA) and provide direction to staff.

BACKGROUND:

The Board of Directors approved the formation of a Groundwater Sustainability Agency (GSA) at its October 27th meeting with the passage of Resolution No 2016-34. This action fulfilled the requirements of the Sustainable Groundwater Management Act (SGMA) which was signed into law with an effective date of January 1, 2015 and codified at California Water Code Section 10720 et seq. This action authorized the filing of a statement of intent to form a GSA with California Department of Water Resources (DWR) and is based on the present jurisdictional boundaries of SMCS D.

The District's application to form a Groundwater Sustainability Agency (GSA) has been reviewed by the DWR and they have determined that our application is complete and that the area that we defined as our GSA boundary is now considered exclusive to the SMCS D GSA. This means that if another GSA attempts to include any of the areas within our GSA boundaries in their application, they will be declined.

During the most recent District GSA Committee meeting, President Kalvans requested that District consider expanding the boundaries of the SMCS D GSA. If the boundaries were to be expanded, the new boundaries would most likely encroach into areas which are currently being proposed for inclusion in the proposed Estrella – El Pomar – Creston Water District (EPCWD) GSA. On April 6, 2017, the San Luis Obispo Local Agency Formation Commission (LAFCO) conditionally approved the formation of the EPCWD for the purpose of serving as (or part of) a GSA and which could be formed as early as Fall 2017.

Although it is anticipated that the EPCWD intends to become the GSA for its service area consistent with LAFCO's conditional approval, this decision cannot be made until the EPCWD is formed, the Board of Directors are seated and the Board of Directors holds the necessary

public hearing. In the interim, the County of San Luis Obispo has formed a GSA which includes the area where the District has expressed interest in expanding its GSA boundaries (See attached exhibit). The area which has been proposed for GSA expansion includes 179 parcels which comprise a total of 6644 acres. If the proposed GSA expansion area were added, this area includes several parcels that would be potentially good locations for off-stream recharge projects. Other benefits to be realized from the expanded area will be defined during the development of the Groundwater Sustainability Plan (GSP).

Under the provisions of SGMA, SGMA gives GSAs broad authority to manage groundwater, including authority to increase groundwater supply (for example, projects to increase groundwater recharge or replenishment) and to manage groundwater demand through well monitoring and, if necessary, regulating groundwater extraction. However, SGMA does not authorize GSAs to meter domestic groundwater wells that use less than 2 acre-feet per year (an acre-foot is equivalent to 325,851 gallons or the amount of water it takes to cover an acre with one foot of water. An average California household uses between one-half and one acre-foot of water per year for indoor and outdoor use. A GSA will also have authority to assess fees for groundwater management.

Should the District decide to attempt to modify the boundaries of its GSA, it is important to understand that the District's GSA would not be the "exclusive" GSA for any portion of the basin beyond its service area boundary. Furthermore, per the provisions of the DWR, a local agency is not authorized to impose fees or regulatory requirements on activities outside the boundaries of the local agency. If the District decides to pursue the expansion of its GSA boundary, we will need to initiate a dialogue with SLO County and because they have been designated exclusive for the subject area, the County Board of Supervisors will have to agree to the boundary modification

FUNDING:

No funding request is made in conjunction with this item.

FISCAL IMPACT

Other than Staff and District Engineer time there are no other current external costs to this point.

STAFF RECOMMENDATION

Board of Directors should discuss this issue and provide direction to staff regarding their desire to pursue modifying the boundaries of the GSA. If the Board of Directors decides to pursue the GSA boundary expansion, the DE will schedule a meeting with county staff to initiate discussion.

PREPARED BY:

APPROVED BY:

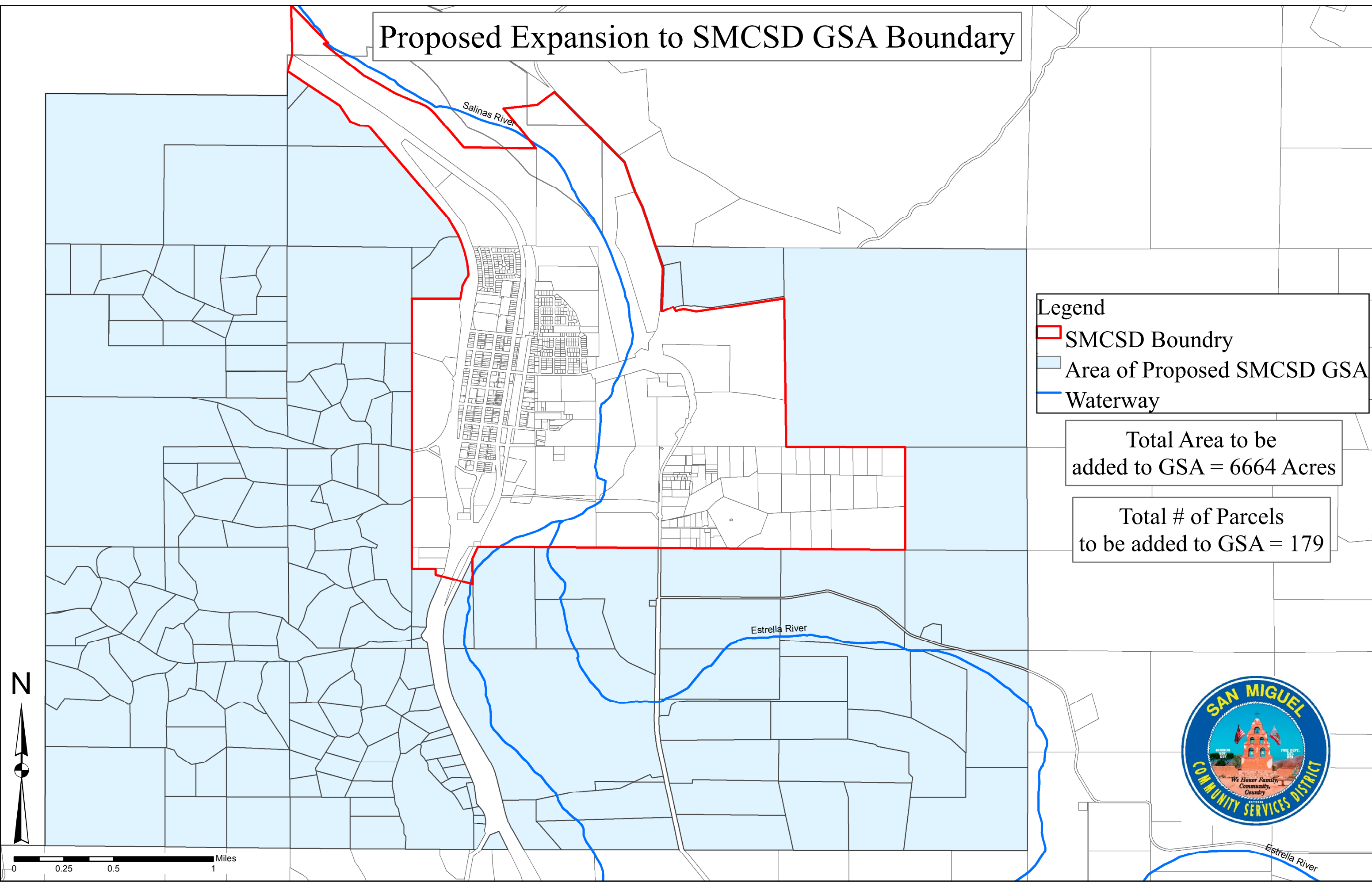
Blaine T. Reely

Blaine T. Reely, P.E., District Engineer

Interim General Manager

Attachments: GSA Boundary Map / DWR GSA Informational Handout

Proposed Expansion to SMCSD GSA Boundary

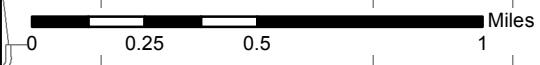
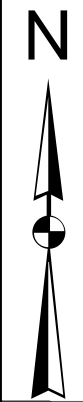


Legend

- SMCSD Boundry
- Area of Proposed SMCSD GSA
- Waterway

Total Area to be added to GSA = 6664 Acres

Total # of Parcels to be added to GSA = 179





GROUNDWATER SUSTAINABILITY AGENCY FREQUENTLY ASKED QUESTIONS

The 2014 Sustainable Groundwater Management Act (SGMA) requires the formation of groundwater sustainability agencies (GSAs) in high- and medium-priority groundwater basins and subbasins (basins) by June 30, 2017, in order to meet California Water Code requirements. The following responses to select frequently asked questions are intended to provide general guidance on GSA formation and are subject to change. This information incorporates the 2015 legislative changes to SGMA made by Senate Bill 13 and Assembly Bill 617. As discussed in this document, formation of a GSA is not necessary if a local agency plans to submit an Alternative Plan for an entire basin by January 1, 2017. Additional information about GSAs and the requirement to develop groundwater sustainability plans (GSPs) by 2020 or 2022, or Alternative Plans by 2017, is available on DWR's Sustainable Groundwater Management website included here: <http://water.ca.gov/groundwater/sgm/index.cfm>.

1. Are low- and very-low priority basins subject to the same GSA requirements and SGMA timelines as high- and medium-priority basins?

No. Low- and very-low priority basins are not required to form GSAs and develop GSPs, but local agencies in those basins are encouraged and authorized to do so, especially if they are highly-dependent upon groundwater. Intervention by the State Water Resources Control Board (State Board) does not apply to a basin designated as low- or very-low priority. Local agencies in low- and very-low priority basins can form GSAs and develop GSPs on their own schedule or can update existing (or prepare new) groundwater management plans. A map showing the priority ranking of California's 515 groundwater basins and subbasins is included as Figure 1. *Water Code References: §10720.7, §10723 et seq., §10750 et seq.*

2. Which local agencies are eligible to be GSAs?

Any local public agency that has water supply, water management, or land use responsibilities in a basin can decide to become a GSA. A single local agency can decide to become a GSA, or a combination of local agencies can decide to form a GSA by using either a joint powers authority (JPA), a memorandum of agreement (MOA), or other legal agreement. As discussed in this document, a local agency that submits a GSA formation notice to DWR will not become an exclusive GSA for the portion of a basin within its service area until the conditions of the Water Code are met. *Water Code References: §10721, §10723, §10723.6, §10723.8, §10726.8*

3. Upon deciding to become or form a GSA, what information must a local agency submit in order to have a complete GSA formation notice?

Within 30 days of deciding to become or form a GSA, the local agency or combination of local agencies shall inform DWR of its decision and its intent to undertake sustainable groundwater management. The notification shall contain all the information provided in Water Code §10723.8(a), which includes a description of the portion of the basin the local agency(s) intends to manage. The GSA formation notice will be reviewed for completeness by DWR staff and, if complete, will be posted on DWR's GSA

California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions

Formation Table and included on DWR's GSA Interactive Map. Local agencies will have an opportunity to provide additional information, if applicable, to make a GSA formation notice complete. Additional information about GSAs and what constitutes a completeness review is available on DWR's GSA website: <http://water.ca.gov/groundwater/sgm/gsa.cfm>. *Water Code References: §10721, §10723 et seq.*

4. When does the decision to become a GSA take effect?

The decision to become a GSA will take effect if no other local agency has filed a GSA formation notice for all or a portion of the same area of a basin within 90-days of the initial posted notice, or if existing GSA overlap has been resolved and all applicable Water Code requirements have been met. Once these conditions have been met, the local agency, which has decided to become a GSA, will be identified by DWR as the exclusive GSA for the area described in its notice. DWR will be tracking GSA formation overlap and will recognize exclusive GSAs on its GSA Formation Table. Multiple local agencies or GSAs may, through a JPA or other legal agreement, combine their overlapping service areas to form a single GSA area – the roles and responsibilities of each local agency within the GSA area would be defined in the legal agreement. *Water Code References: §10723(c), §10723(d), §10723.8, §10726.8(b)*

5. What is an exclusive GSA?

An exclusive GSA is a local agency that has submitted its GSA formation notice to DWR and has not incurred, or has resolved, any service area overlap with another local agency that also intends to be a GSA. Only exclusive GSAs can coordinate to develop a GSP for a groundwater basin and submit that GSP to DWR for review. *Water Code References: §10723(c), §10723(d), §10723.8, §10726.8(b)*

6. What is GSA service area overlap and how is it created?

Service area overlap occurs when two or more local agencies decide to claim the same area of a basin (within 90 days of the initial posted notice) for the purposes of forming a GSA. GSA service area overlap may present as jurisdictional boundaries that do not align like adjoining puzzle pieces or service areas that are completely embedded, one within another (see Figure 2). If two or more local agencies separately decide to become GSAs in all or a portion of the same area of a basin (within an active 90-day period) then no exclusive GSA for that area will be designated by DWR until the overlap is resolved. Local agencies are strongly encouraged to collaborate and coordinate their GSA formation efforts prior to submitting a notice to DWR.

As shown on Figure 2, one instance of overlapping GSA service areas might include the jurisdictional boundaries of a city (GSA-1) and an irrigation district (GSA-2) – each local agency has its own legal boundaries within a basin, but some portions of those boundaries may not align seamlessly. A case of embedded service areas could include the jurisdictional boundaries of a county (GSA-1) and an irrigation district (GSA-2) – the county might have land use authority over the entire basin, but an irrigation district could have jurisdiction within the basin, too. As stated in Water Code §10723.8(c), where there is overlap in areas proposed to be managed by local agencies, *the local agencies shall seek to reach agreement to resolve the overlap to allow prompt designation of a GSA*. *Water Code References: §10723 et seq.*

California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions

7. How is GSA overlap resolved?

GSA overlap can be resolved by withdrawal or modification of a posted GSA formation notice(s) to eliminate any overlap in the area(s) proposed to be managed. A GSA may withdraw from managing a basin by notifying DWR in writing of its intent to withdraw. According to Water Code §10723.8(c), *if agreement is reached involving a material change from the information in the posted notice, a new notification shall be submitted*. Material changes include, but are not limited to, significant GSA boundary changes made by a single local agency, and coordination by legal agreement to combine the boundaries of multiple local agencies or GSAs to form a common GSA area. In such cases, a public hearing and the process of filing a new GSA formation notice with DWR is again required, which will trigger a new 90-day period for that modified portion of the basin described in the notice. A GSA will not be recognized by DWR as an exclusive GSA until overlap in a basin is resolved. *Water Code References: §10723 et seq.*

8. Must the exclusive local agencies listed in Water Code §10723(c) file a GSA formation notice?

Yes. SGMA identifies 15 exclusive local agencies created by statute to manage groundwater within their respective statutory boundaries; however, these exclusive local agencies must still decide to become GSAs. The exclusive local agencies must follow the same public notification process as all other local agencies, although the decision to become a GSA will take effect immediately, as no other local agency can decide to become a GSA in those areas unless one of the exclusive local agencies opts out of its presumed role. *Water Code References: §10723(c), §10723.8*

9. Can a local agency form a GSA for a portion of a basin located outside its service area boundaries?

A local agency may make the decision to become a GSA for an entire basin, but that agency would not be the “exclusive” GSA for any portion of the basin beyond its service area boundaries. Furthermore, a local agency is not authorized to impose fees or regulatory requirements on activities outside the boundaries of the local agency. This regulatory limitation could make implementation of a basin’s groundwater sustainability program problematic and achievement of a basin’s sustainability goal unattainable. Because service area is not defined in SGMA, DWR will rely upon a local agency to define its service area in its GSA formation notice, which is part of Water Code §10723.8(a). *Water Code References: §10723 et seq., §10726.8*

10. If GSA overlap has not been resolved by June 30, 2017, will the county be presumed to be the GSA in the disputed area?

No. Water Code §10724(a) states, *in the event that there is an area within a high- or medium-priority basin that is not within the management area of a GSA, the county within which that unmanaged area lies will be presumed to be the GSA for that area*. An “unmanaged area” as used in Water Code §10724(a) is an area of a basin that has not yet had (or will not have) a local agency file a GSA formation notice with DWR – or, it is an area of a basin that is not within the service area of another GSA-eligible local agency. Water Code §10724 does not give the county exclusive authority to be the GSA in a basin if

California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions

other local agencies (possibly including the county) have also declared their intent to sustainably manage groundwater but have not yet resolved their service area overlap.

In the unmanaged areas where the county is presumed to be the GSA because no other local agency has formed a GSA, the county must still follow the same public notification procedures described in §10723(b) and submit to DWR, prior to June 30, 2017, the information listed in §10723.8(a).

Alternatively, the county can notify DWR in writing that it will not be the GSA for those unmanaged areas and those unmanaged areas shall be subject to groundwater extraction reporting on July 1, 2017, in accordance with Part 5.2 of Division 2 of the Water Code, and could be subject to State Board intervention. *Water Code References: §1529.5, §5200 et seq., §10723 et seq., §10724 et seq., §10735.2*

11. What happens if an entire basin is not covered by an exclusive GSA(s) by June 30, 2017?

Water Code §10735.2(a) says the State Board, after notice and a public hearing, may designate a high- or medium-priority basin as a probationary basin after June 30, 2017, if a local agency or a collection of local agencies has not decided to become a GSA(s) and develop a GSP(s) for the entire basin – or if a local agency has not submitted an Alternative Plan for the entire basin. If multiple local agencies have decided to become GSAs in a basin, but those decisions *have not taken effect* due to unresolved service area overlap, then those disputed areas would be considered unmanaged areas for the purposes of groundwater extraction reporting, as no exclusive GSA(s) for the entire basin has been established. The local agencies involved in the GSA formation dispute *shall seek to reach agreement to allow prompt designation of a GSA*, and the State Board could intervene if necessary. The groundwater extraction reporting requirements for unmanaged areas of a basin begin on July 1, 2017, and are described in Part 5.2 of Division 2 of the Water Code, commencing with §5200. The State Board’s schedule of fees to recover costs associated with its intervention role is described in Water Code §1529.5. *Water Code References: §1529.5, §5200 et seq., §10723 et seq., §10724*

12. Can GSAs in a basin change or restructure after June 30, 2017?

Yes. While this scenario is not specifically addressed in SGMA, there is no reason why a basin’s governance structure cannot adapt to either changing conditions or changing roles and responsibilities when developing and implementing a GSP. A clear and legally-concise explanation of a basin’s GSA governance structure will be required as part of the GSP in order to determine if the basin’s sustainability goal can be reached and its groundwater sustainability program can be implemented. If the governance structure in a basin needs to be modified, then a GSA would need to withdraw from managing its portion of a basin by notifying DWR in writing. As part of the annual reporting requirements for GSAs, the modified GSA governance structure would need to be explained and the legal agreement that coordinates GSAs in a basin would need to be updated, if necessary. In high- and medium-priority basins, if an exclusive GSA opted out of its management role and no other local agency was able to take its place following the GSA formation process, the basin could be subject to intervention by the State Board. *Water Code References: §10723 et seq., §10728, §10728.2, §10733 et seq., §10735.2*

**California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions**

13. Must a GSA be formed if a local agency wants to prepare and submit an Alternative Plan, as described in Water Code §10733.6?

No, but a local agency, including the exclusive local agencies identified in SGMA, must be able to prepare an Alternative Plan for the *entire* basin and submit that Alternative Plan to DWR for review by January 1, 2017. Conversely, if so desired, a GSA can be formed in a basin and that GSA can submit an Alternative Plan rather than a GSP. *Water Code References: §10723(c), §10733.6*

14. What happens if the boundaries of my basin are modified and my basin is reprioritized as a medium- or high-priority basin?

If the priority of a basin changes from low or very-low to medium or high then a local agency(s) shall have two years from the date of reprioritization to either establish an exclusive GSA(s) or submit an Alternative Plan. An exclusive GSA(s) shall have five years from the date of reprioritization to develop and submit a GSP(s) to DWR for review. Revised basin boundaries will be published in DWR's Bulletin 118 in January 2017 and reprioritization of those new basins will be completed soon after. *Water Code References: §10722 et seq., §10933, §12924*

15. Must a GSA be formed if portions of a basin are not adjudicated?

Yes. If there are areas of a high- or medium-priority basin that are not part of an adjudicated action listed Water Code §10720.8, then a GSA should be formed in those areas by June 30, 2017. The response to this question does not address Alternative Plans where management pursuant to an adjudicated action could be used as an Alternative Plan submittal. The GSP emergency regulations will be adopted by June 1, 2016, which will provide additional GSP and Alternative Plan details. *Water Code References: §10720.8, §10721, §10727 et seq., §10733.2, §10733.6, §10735 et seq.*

16. Must a local agency exclude federal and tribal lands from its service area when forming a GSA?

No, federal lands and tribal lands need not be excluded from a local agency's GSA area if a local agency has jurisdiction in those areas; however, those areas are not subject to SGMA. But, a local agency in its GSA formation notice shall explain how it will consider the interests of the federal government and California Native American tribes when forming a GSA and developing a GSP. DWR strongly recommends that local agencies communicate with federal and tribal representatives prior to deciding to become a GSA. As stated in Water Code §10720.3, *the federal government or any federally recognized Indian tribe, appreciating the shared interest in assuring the sustainability of groundwater resources, may voluntarily agree to participate in the preparation or administration of a GSP or groundwater management plan through a JPA or other agreement with local agencies in the basin.* *Water Code References: §10720.3, §10723.2, §10723.8*

California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions

17. What are the stakeholder outreach responsibilities for local agencies and GSAs?

Some public outreach requirements in SGMA are prescriptive but others are left to the discretion of the exclusive GSAs recognized in a basin. DWR strongly recommends that GSAs engage a broad range of stakeholders, both within a basin and from the larger hydrologic region if necessary, prior to making local decisions to help build trust and promote public acceptance and support. At a minimum, before deciding to become a GSA and after publication of notice pursuant to Government Code §6066, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin. In its GSA formation notification to DWR, the local agency(s) shall include a list of interested parties developed pursuant to Water Code §10723.2, identify the beneficial uses and users of groundwater within a basin, and provide an explanation of how their interests will be considered in the development, operation, and implementation of the GSA and GSP. GSAs are encouraged to appoint and consult with an advisory committee consisting of interested parties and to facilitate the active involvement of diverse social, cultural, and economic elements of the population within the basin prior to and during the development and implementation of a GSP. *Water Code References: §10723 et seq., §10727.8, §10728.4, §10733 et seq.*

18. How can private entities participate in a GSA and help develop and implement a GSP?

Only local agencies can become or form a GSA, but a water corporation or a mutual water company may participate in a GSA through a MOA or other legal agreement – how the legal agreement is structured to allow participation by private water entities is left up to the GSA to determine. However, as stated in Water Code §10723.6(b), the authority provided to a private water entity through such a legal agreement does not confer any additional powers to that nongovernmental entity. A private water entity could be part of a GSA, but it would not receive any of the powers provided to a GSA. Also, as described in Water Code §10726.5, a GSA may enter into written agreements and funding arrangements with a private party to assist in, or facilitate the implementation of, a GSP or any elements of the plan. *Water Code References: §10723.6, §10725 et seq., §10726.5*

19. When does a GSA get the powers and authorities defined in SGMA?

An exclusive GSA will receive the powers and authorities defined in SGMA when it submits an adopted GSP or Alternative Plan to DWR. As stated in Water Code §10725, a GSA may exercise any of the powers described in Chapter 5, in addition to, and not as a limitation on, any existing authority, if the GSA adopts and submits to DWR a GSP or an Alternative Plan. If GSAs develop multiple GSPs for a basin, the submission to DWR shall not occur until the entire basin is covered by GSPs. When the entire basin is covered by GSPs, the GSAs shall jointly submit the following: the GSPs; an explanation of how the GSPs implemented together satisfy Sections 10727.2, 10727.4, and 10727.6 for the entire basin; and a copy of the coordination agreement between the GSAs that implements the GSPs for the entire basin. *Water Code References: §10725 et seq., §10733.4, §10733.6*

**California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions**

To learn more about GSA formation and for water management planning tools, please visit DWR's GSA website: <http://water.ca.gov/groundwater/sgm/gsa.cfm>. Additional questions related to GSAs and DWR's role in posting complete GSA formation notices may be directed to Mark Nordberg at (916) 651-9673 or Mark.Nordberg@water.ca.gov, or by contacting one of DWR's Region Offices at http://water.ca.gov/irwm/resources/rc_finder.cfm.



**California Department of Water Resources
Groundwater Sustainability Agency Frequently Asked Questions**

FIGURE 1: GROUNDWATER BASIN PRIORITY RANKING

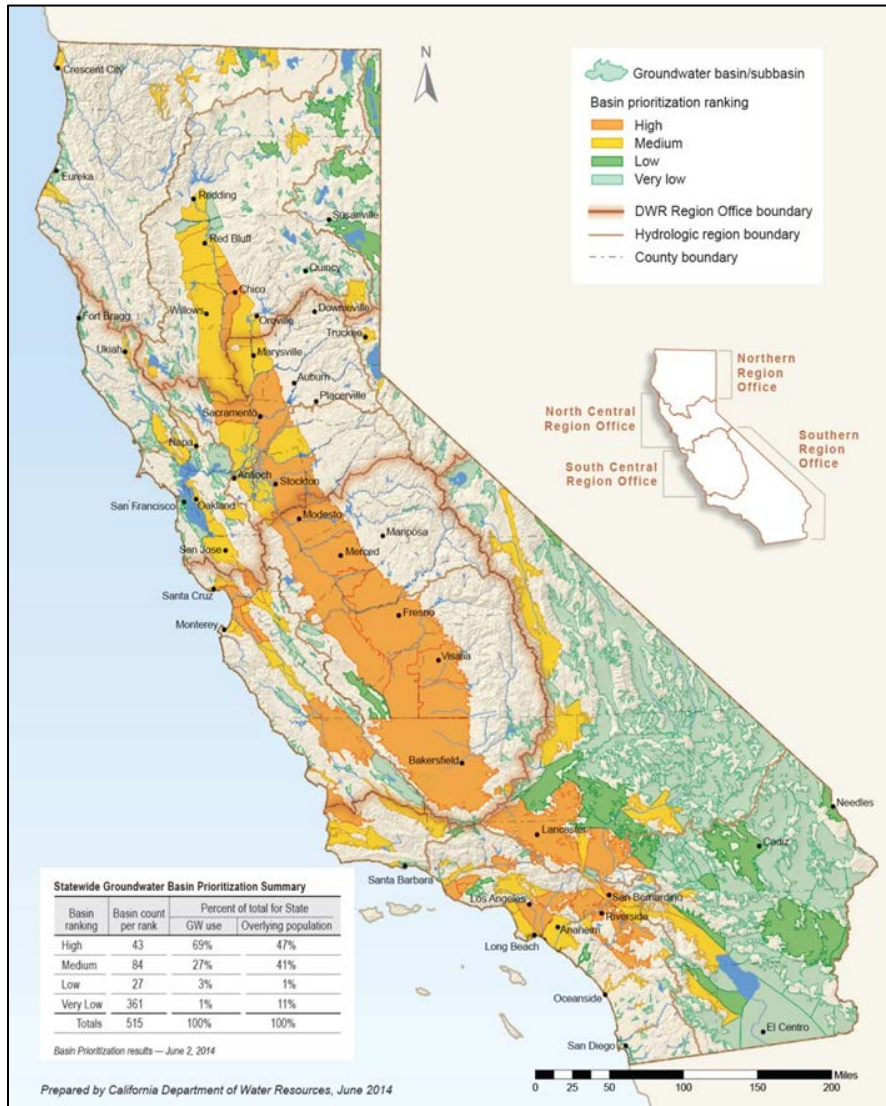
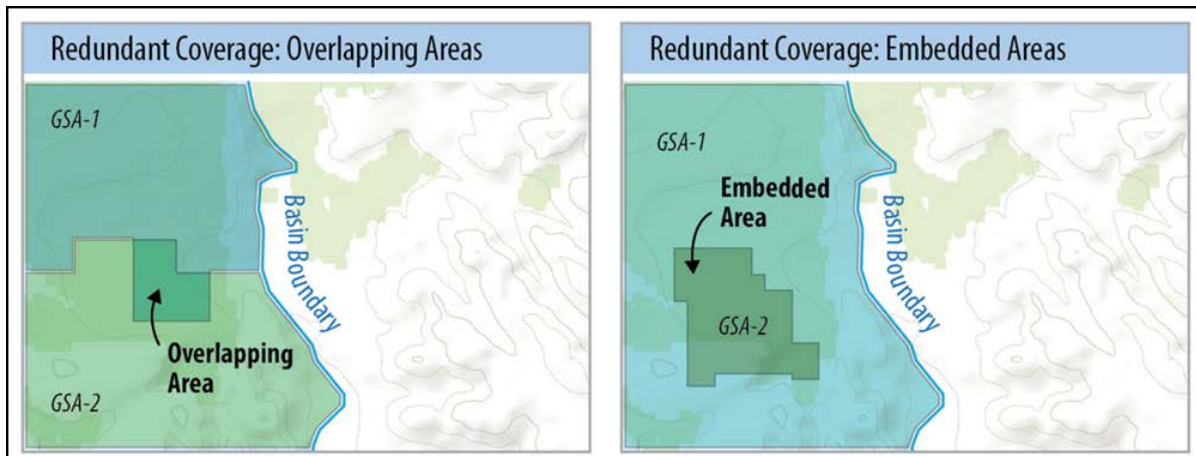


FIGURE 2: EXAMPLES OF GSA FORMATION OVERLAP





San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI- 6

SUBJECT: Receive and file the update on 2016-17 fiscal year activity

STAFF RECOMMENDATION:

It is recommended that the Board of Directors receive and file the update on fiscal year 2016-17 activity.

BACKGROUND:

Typically, a review of the fiscal year's activity would include audited beginning fund balances as a starting point for the financial health of each of the funds. As the 2015-16 audit has yet to be complete, the info that will be presented will not be considered audited. It should be noted that there will need to be additional reports run that may be made available to the Board the day of the District Board meeting. The cash report for June 2017 (unaudited) reflects an ending balance for all funds of \$2.433 million.

Revenues

On the revenue side, property taxes collected exceeded the budgeted amounts anticipated. Within the Fire, Sanitary Sewer and Water Funds, the Jazzy Town project produced quite a bit of revenue that had not been budgeted for Fire Impact Fees and Connection Fees in the Enterprise Funds. In the Lighting Fund, there is a budgeted amount of \$44,425 for a Transfer In and only \$10,000 has been transferred, the primary reason, revenue is lower than the adopted budget.

The primary revenue sources for the Administration are Transfers In from the other funds to cover costs per a previously determined percentage allocation. The revenue report shows a separate unbudgeted transfer to cover legal costs (the amount of \$165,500 was insufficient to cover the general legal costs and the SLOCEA costs), but the full amounts are not showing on the revenue side for each of the fund transfers, yet they are shown as the full transfer amounts in the expenditure reports. The following table summarizes the 16-17 budget reflected in Black Mountain, Receipts posted in the system and the variance to the budget.

{CW043647.1}

Revenue Summary

	16-17 Budget	Actual	Variance
Administration	308,550	267,462	41,088
Fire Department	538,220	566,600	(28,380)
Lighting	124,465	104,747	19,718
Sanitary Sewer	476,205	520,827	(44,622)
Water	467,080	729,026	(261,946)
Solid Waste	28,714	34,128	(5,414)
TOTAL	1,943,234	2,222,790	(279,556)

Expenditures

Administration – The budget amount of \$276,914 has been exceeded by \$245,074 with total expenditures committed of \$521,988. This overage will be reduced somewhat as the Board authorized transfer of the Steinbeck legal costs to water currently showing as \$77,505 in object 332 Professional Services-Legal (Steinbeck) has not yet been journaled over to the Water Fund. Aside from the General Legal Fees and SLOCEA that also exceeded budgets, the computer supplies and updates account went over by \$17,520 and there are Professional Services-Accounting that do not show a budget authorization.

Fire – The 16-17 budget totaled \$534,576 and only \$345,476 shows as committed in reports leaving \$189,100 available or surplus funds. While some individual accounts may have gone over, e.g. fire safety gear and equipment by \$10,000, there were savings in other accounts such as communications equipment that mitigated the overage. One observation it appears that the transfer amounts for both legal services (\$58,150) and vehicle replacement (\$30,000) had been double-budgeted so that accounts for \$88,150 in savings.

Lighting – The 16-17 budget total \$117,580 with a total of \$85,873 spent netting savings of \$31,707. Salary savings account for part of the available appropriations as does a double-budgeting of vehicle replacement dollars, and capital outlay of \$12,500 was not spent.

Sanitary – The budget amounted to \$641,302, with only 492,563 spent, leaving \$148,739 in savings. While some line items were not budgeted, such as stand-by hours, there were sufficient available dollars within salaries and wages to cover the expense. Repairs and equipment had an overage in equipment and structures, but savings in infrastructure and vehicles. Utilities electric costs trended higher than the amount budgeted by \$3,712. The Utility Rate Design Study has been undertaken by Bartle Wells, and it is the understanding that a presentation could be forthcoming at the August Board meeting.

Water – This budget shows \$588,998 adopted and \$647,838 spent or overspent by \$58,840. The biggest factor is a Capital Outlay line item for \$86,434.91 with no budget authorized. It is unknown whether this is a budget amendment that is pending and not yet posted and assistance will be needed from staff to identify the specific purchase. Otherwise, salaries did exceed the budgeted amounts, but there was some savings within benefits. Once the Steinbeck amount moves over here that will increase the water expenditure for the year. The annual USDA loan payment took place.

Solid Waste – The 16-17 budget amount of \$5,266 has actual committed costs of \$5,389 or a budget overage of \$123 which is attributable to legal costs not budgeted in this fund.

Fiscal Impact:

This report is an update including reports showing the revenue activity for the fiscal year and the Statement of Expenditures – Budget vs. Actual Report through June 2017. It would be anticipated that in order to close the year, additional journal entries may need to be made.

Staff Recommendation:

It is recommended that the Board discuss the report and receive and file the update on 2016-17 fiscal activity.

PREPARED BY:

Joan Michaels Aguilar

Joan Michaels Aguilar

Attachment(s):

Exhibit A: Revenue Activity Report 7/16 – 6/17

Exhibit B: Statement of Expenditures – Budget vs. Actual Report 6/17

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
10 ADMINISTRATION DEPARTMENT						
40370 Myers Restitution - Unrealized Earnings						
		Account Total:		0.00	0.00	5.00
43000	Property Taxes Collected					5.00
		Account Total:		0.00	0.00	0.00
46000	Revenues & Interest					0.00
JV	527 2	Pacific Western Int Qtr	9/16	0.01	9/16	
JV	544 2	Pacific Western Int Qtr	12/16	0.01	12/16	
JV	578 2	Pacific Western Int Qtr	03/16	0.91	3/17	
		Account Total:		0.00	0.93	5.00
46010	Transfer In					4.07
JV	556 10	Interfund Trnsfr- Legal		165,500.00	1/17	
		Account Total:		0.00	165,500.00	0.00
46020	Transfer In -Fire (16.5%)					-165,500.00
JV	530 4	Interfund Trnsfr-Non Legal fee		16,775.00	10/16	
		Account Total:		0.00	16,775.00	58,150.00
46030	Transfer In -Lighting (3%)					41,375.00
JV	530 8	Interfund Trnsfr-Non Legal		3,050.00	10/16	
		Account Total:		0.00	3,050.00	44,425.00
46040	Transfer In -Sewer (40%)					41,375.00
JV	530 12	Interfund Trnsfr-Non Legal		40,666.00	10/16	
		Account Total:		0.00	40,666.00	82,041.00
46050	Transfer In -Water (40%)					41,375.00
JV	530 16	Interfund Trnsfr-Non Legal		40,666.00	10/16	
		Account Total:		0.00	40,666.00	82,041.00
46060	Transfer In- Solid Waste (0.5%)					41,375.00
JV	530 20	Interfund Trnsfr-Non Legal		508.00	10/16	
		Account Total:		0.00	508.00	41,883.00
46100	Realized Earnings					
		Account Total:		0.00	0.00	0.00
46150	Miscellaneous Income					
RV	444 1	San Miguel Car Show Banner	37	100.00	5/17	
		Account Total:		0.00	100.00	0.00
46151	Refund/Adjustments					-100.00
RV	379 1	Norcast Comm. Corp Refund	42	67.45	11/16	
RV	446 1	SDRMA refund	26	28.69	5/17	
		Account Total:		0.00	96.14	0.00
						-96.14

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Revenue Budget Detail Report
For the Accounting Periods: 7/16 - 6/17

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
10 ADMINISTRATION DEPARTMENT						
46185 Boardroom Rental Fees						
RV 442 1	Rent - Conference Room	31	100.00	5/17		
		Account Total:	0.00	100.00	0.00	-100.00
		Fund Total:	0.00	267,462.07	308,550.00	41,087.93

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Revenue Budget Detail Report
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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
20 FIRE PROTECTION DEPARTMENT						
40220 Weed Abatement Fees						
RV 414 4	Weed - Fire Abatement	54	176.00	2/17		
RV 434 4	Weed - Fire Abatement	54	76.00	4/17		
RV 445 4	Apr 17 Weed - Fire Abatement	29	845.00	5/17		
	Account Total:		0.00	1,097.00	450.00	-647.00
40300 Fireworks Permit Fees						
RV 428 1	Fireworks permit fee	12	400.00	4/17		
RV 429 2	Fireworks Clean up Fee	9	500.00	4/17		
RV 430 1	Fireworks Clean up Fee	11	500.00	4/17		
RV 431 1	Fireworks Permit	10	400.00	4/17		
	Account Total:		0.00	1,800.00	800.00	-1,000.00
40320 Fire Impact Fees						
RV 356 1	Jazzy Town/Fire Impact Fees	72	7,579.92	9/16		
RV 373 4	Fire Impact Fees	33	15,429.85	11/16		
RV 378 1	Jazzy Town/Fire Impact Fees	39	7,051.30	11/16		
RV 378 2	Alex Romero	39	1,041.81	11/16		
RV 378 3	Solenitzen Murillo	39	1,058.05	11/16		
RV 378 4	Hector Gonzalez	39	1,058.95	11/16		
RV 378 5	Jose Graciano	39	1,058.05	11/16		
RV 378 6	Benjamin Clifford Sanchez	39	1,041.81	11/16		
RV 378 7	Audrey Gerbasi	39	1,041.81	11/16		
RV 378 8	David Aguilar Sanchez	39	1,058.95	11/16		
RV 378 9	Courtney Jones	39	1,058.95	11/16		
RV 378 10	Verizon California	39	-39.83	11/16		
RV 395 4	Fire Impact Fees	10	-15,429.85	12/16		
RV 404 1	Jazzy Town/880 Avenida Vista	33	635.32	1/17		
RV 404 2	Jazzy Town/862 Avenida Vista	33	637.44	1/17		
RV 404 3	Jazzy Town/844 Avenida Vista	33	637.44	1/17		
RV 404 4	Jazzy Town/826 Avenida Vista	33	730.03	1/17		
RV 404 5	Jazzy Town/808 Avenida Vista	33	551.44	1/17		
RV 404 6	Gutierrez/545 Wimer Way	33	1,058.95	1/17		
RV 404 7	Langston/581 Tema Street	33	1,058.05	1/17		
RV 404 8	Martinez/550 11th Steet	33	1,058.05	1/17		
RV 404 9	Silva/580 11th Street	33	1,041.81	1/17		
RV 404 10	Arreola/515 Wimer Way	33	1,041.81	1/17		
RV 404 11	Bravo/561 Tema Street	33	1,340.37	1/17		
RV 404 12	Gonzales/524 11th Street	33	1,340.37	1/17		
RV 404 13	Cuna/576 11th Street	33	1,340.37	1/17		
RV 404 14	Jazzy Town/1273 Verde Place	33	1,628.11	1/17		
RV 404 15	Jazzy Town/1263 Verde Place	33	1,628.11	1/17		
RV 404 16	Jazzy Town/898 Rio Mesa Cir	33	1,533.40	1/17		
RV 404 17	Jazzy Town/894 Rio Mesa Cir	33	1,336.76	1/17		
RV 404 18	Jazzy Town/890 Rio Mesa Cir	33	1,336.76	1/17		
RV 404 19	Jazzy Town/886 Rio Mesa Cir	33	1,628.11	1/17		
RV 404 20	Jazzy Town/882 Rio Mesa Cir	33	1,336.76	1/17		
RV 404 21	Jazzy Town/878 Rio Mesa Cir	33	1,628.11	1/17		
RV 404 22	Jazzy Town/874 Rio Mesa Cir	33	1,533.40	1/17		

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
20 FIRE PROTECTION DEPARTMENT						
40320 Fire Impact Fees						
RV 404 23	Jazzy Town/881 Rio Mesa Cir	33	1,261.00	1/17		
RV 404 24	Jazzy Town/889 Rio Mesa Cir	33	1,628.11	1/17		
RV 404 25	Jazzy Town/893 Rio Mesa Cir	33	1,329.55	1/17		
RV 404 26	Jazzy Town/897 Rio Mesa Cir	33	1,533.40	1/17		
RV 404 27	Jazzy Town/1293 Verde Place	33	1,236.64	1/17		
RV 404 28	Jazzy Town/1283 Verde Place	33	1,628.11	1/17		
RV 404 29	Jazzy Town/870 Rio Mesa Cir	33	1,329.55	1/17		
RV 404 30	Jazzy Town/885 Rio Mesa Cir	33	1,261.00	1/17		
RV 404 31	Jazzy Town/866 Rio Mesa Cir	33	1,329.55	1/17		
RV 404 32	Jazzy Town/862 Rio Mesa Cir	33	1,329.54	1/17		
RV 406 4	Weed Fire Abatement	48	945.00	1/17		
RV 443 1	Fire fees collected - 972 K St	67	8,208.20	4/17		
	Account Total:		0.00	72,090.39	10.00	-72,080.39
40410 Mutual Aid Fires						
	Account Total:		0.00	0.00	0.00	0.00
40420 Ambulance Reimbursement						
RV 355 1	2nd Qtr 2016 Ambulance Reimb	49	1,111.61	9/16		
RV 397 1	3rd Qtr 2016 Ambulance Reimb	21	1,124.95	12/16		
RV 421 1	4th Qtr 2016 Ambulance Reimb	48	1,124.95	3/17		
RV 450 1	1st Qtr 2017 Ambulance Reimb	41	1,124.95	6/17		
	Account Total:		1,124.95	4,486.46	3,200.00	-1,286.46
40440 CDBG Grant						
RV 416 1	CDBG Grant - SM Fire Hydrant	24	105,000.00	2/17		
	Account Total:		0.00	105,000.00	105,000.00	0.00
40500 VFA Assistance Grant						
RV 345 1	Reimb. for VFA Grant	56	8,424.12	8/16		
	Account Total:		0.00	8,424.12	5.00	-8,419.12
40750						
	Account Total:		0.00	0.00	0.00	0.00
42200 Fire Recovery Program						
	Account Total:		0.00	0.00	5.00	5.00
43000 Property Taxes Collected						
RV 335 3	Property Taxes June 2016	65	3,338.52	7/16		
RV 342 3	Prop. Taxes 15/16 Year End	33	1,688.49	7/16		
RV 358 3	Prop. Taxes Aug 16 Month End	71	4,589.19	9/16		
RV 366 3	Prop. Taxes Aug 16 Month End	61	5,579.84	10/16		
RV 373 3	Prop. Taxes Oct 16 Month End	33	30,120.34	11/16		
RV 395 3	Prop Taxes Nov 16 Month End	10	29,403.38	12/16		
RV 406 3	Prop. Taxes Dec 16 Month End	48	122,744.77	1/17		
RV 414 3	Prop. Taxes Jan 17 Month End	54	9,148.81	2/17		
RV 422 3	Prop. Taxes Feb 17 Month End	26	12,209.64	3/17		

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
20 FIRE PROTECTION DEPARTMENT						
43000 Property Taxes Collected						
RV 434 3	Prop. Taxes Mar 17 Month End	54	6,457.50	4/17		
RV 445 3	Prop. Taxes Apr 17 Month End	29	97,368.36	5/17		
RV 456 3	Prop. Taxes Apr 17 Month End	14	3,822.79	6/17		
RV 456 4	Apr 17 Weed - Fire Abatement	14	1,206.00	6/17		
Account Total:			5,028.79	327,677.63	308,300.00	-19,377.63
44000 Forestry & Fire Protection Reimbursement						
RV 382 1	Reimb. for Camp Roberts Fire	56	3,752.59	11/16		
RV 408 1	Reimb. for Chimney Rock Fire	47	6,230.38	1/17		
Account Total:			0.00	9,982.97	30,000.00	20,017.03
46000 Revenues & Interest						
JV 496 2	Capital Reserve Acct Interest		34.07	7/16		
JV 509 2	Capital Reserve Acct Interest		31.76	8/16		
JV 524 2	Capital Reserve Acct Interest		32.45	9/16		
JV 532 2	Capital Reserve Acct Interest		32.05	10/16		
JV 537 2	Capital Reserve Acct Interest		30.56	11/16		
JV 542 2	Capital Reserve Acct Interest		31.58	12/16		
JV 557 2	Capital Reserve Acct Interest		34.04	1/17		
JV 572 2	Capital Reserve Acct Interest		24.30	2/17		
JV 585 2	Capital Reserve Acct Interest		26.91	3/17		
JV 612 2	Capital Reserve Acct Interest		26.05	4/17		
Account Total:			0.00	303.77	50.00	-253.77
46010 Transfer In						
JV 566 2	Ck16343 to deposit funds		30,000.00	1/17		
Account Total:			0.00	30,000.00	90,375.00	60,375.00
46100 Realized Earnings						
JV 497 2	Interest 7/16 Cantella		33.49	7/16		
JV 508 2	Interest 8/16 Cantella		174.62	8/16		
Account Total:			0.00	208.11	0.00	-208.11
46150 Miscellaneous Income						
RV 451 1	Aids Ride Shirts (9)	40	90.00	6/17		
Account Total:			90.00	90.00	5.00	-85.00
46151 Refund/Adjustments						
RV 346 1	Refund - EDD Qtr 4 2015	54	98.92	8/16		
RV 347 1	Refund - EDD Qtr 3 2015	55	87.07	8/16		
RV 350 1	Ovrpymnt State Taxes 3/31/16	14	21.34	8/16		
RV 354 1	Rebate Check - US Bank cc	48	22.89	9/16		
RV 363 1	Refund - EDD Qtr 1 2016	87	62.90	10/16		
RV 367 1	Refund - EDD Qtr 2 2016	25	306.85	10/16		
RV 390 1	Rebate Check - US Bank cc	39	38.80	12/16		
RV 396 1	Ovrpymnt State Taxes 9/30/16	23	21.07	12/16		
RV 409 1	Refund - EDD Qtr 3 2016	6	19.73	1/17		
RV 418 1	Rebate Check - US Bank cc	49	20.38	3/17		

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Revenue Budget Detail Report
For the Accounting Periods: 7/16 - 6/17

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
20 FIRE PROTECTION DEPARTMENT						
46151 Refund/Adjustments						
RV 438 1	F-940 12/16 Refund	36	562.70	4/17		
RV 455 1	Rebate Check - US Bank cc	74	27.28	6/17		
	Account Total:		27.28	1,289.93	5.00	-1,284.93
46152 Recycling						
	Account Total:		0.00	0.00	0.00	0.00
46155 Will Serve Processing Fees						
RV 412 1	Will Serve- Fire Safety Review	26	150.00	2/17		
	Account Total:		0.00	150.00	10.00	-140.00
46175 Sale of Surplus Property						
RV 371 1	Sale of Large Diameter Hoses	13	4,000.00	11/16		
	Account Total:		0.00	4,000.00	5.00	-3,995.00
46180 Public Records Requests						
	Account Total:		0.00	0.00	0.00	0.00
	Fund Total:		6,271.02	566,600.38	538,220.00	-28,380.38

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Revenue Budget Detail Report
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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
30 STREET LIGHTING DEPARTMENT						
43000 Property Taxes Collected						
RV 335 2	Property Taxes June 2016	65	917.14	7/16		
RV 342 2	Prop. Taxes 15/16 Year End	33	3,958.89	7/16		
RV 358 2	Prop. Taxes Aug 16 Month End	71	1,269.72	9/16		
RV 366 2	Prop. Taxes Aug 16 Month End	61	1,540.23	10/16		
RV 373 2	Prop. Taxes Oct 16 Month End	33	8,339.64	11/16		
RV 395 2	Prop Taxes Nov 16 Month End	10	8,140.59	12/16		
RV 406 2	Prop. Taxes Dec 16 Month End	48	34,028.85	1/17		
RV 414 2	Prop. Taxes Jan 17 Month End	54	2,532.78	2/17		
RV 422 2	Prop. Taxes Feb 17 Month End	26	3,380.33	3/17		
RV 434 2	Prop. Taxes Mar 17 Month End	54	1,787.23	4/17		
RV 445 2	Prop. Taxes Apr 17 Month End	29	27,000.04	5/17		
RV 456 2	Prop. Taxes Apr 17 Month End	14	1,058.10	6/17		
Account Total:			1,058.10	93,953.54	80,000.00	-13,953.54
46000 Revenues & Interest						
JV 496 4	Capital Reserve Acct Interest		7.23	7/16		
JV 509 4	Capital Reserve Acct Interest		6.73	8/16		
JV 524 4	Capital Reserve Acct Interest		6.88	9/16		
JV 532 4	Capital Reserve Acct Interest		6.81	10/16		
JV 537 4	Capital Reserve Acct Interest		6.48	11/16		
JV 542 4	Capital Reserve Acct Interest		6.70	12/16		
JV 557 4	Capital Reserve Acct Interest		7.22	1/17		
JV 572 4	Capital Reserve Acct Interest		5.16	2/17		
JV 585 4	Capital Reserve Acct Interest		5.71	3/17		
JV 612 4	Capital Reserve Acct Interest		5.53	4/17		
Account Total:			0.00	64.45	25.00	-39.45
46010 Transfer In						
JV 566 4	Ck16343 to deposit funds		10,000.00	1/17		
Account Total:			0.00	10,000.00	44,425.00	34,425.00
46100 Realized Earnings						
JV 497 4	Interest 7/16 Cantella		7.11	7/16		
JV 508 4	Interest 8/16 Cantella		37.04	8/16		
Account Total:			0.00	44.15	5.00	-39.15
46150 Miscellaneous Income						
RV 360 1	Banner for Fiesta 2016	3	100.00	9/16		
RV 372 1	Banner for Toys for Tots 2016	14	100.00	11/16		
RV 394 1	Banner/Christmas Parade 2016	27	100.00	12/16		
RV 433 1	Banner/Sagebrush Day Parade	15	100.00	4/17		
Account Total:			0.00	400.00	0.00	-400.00

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Revenue Budget Detail Report
For the Accounting Periods: 7/16 - 6/17

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
30 STREET LIGHTING DEPARTMENT						
46151 Refund/Adjustments						
RV 346 2	Refund - EDD Qtr 4 2015	54	20.98	8/16		
RV 347 2	Refund - EDD Qtr 3 2015	55	18.47	8/16		
RV 350 2	Ovrpymnt State Taxes 3/31/16	14	21.34	8/16		
RV 354 2	Rebate Check - US Bank cc	48	4.86	9/16		
RV 363 2	Refund - EDD Qtr 1 2016	87	13.34	10/16		
RV 367 2	Refund - EDD Qtr 2 2016	25	65.09	10/16		
RV 390 2	Rebate Check - US Bank cc	39	8.23	12/16		
RV 396 2	Ovrpymnt State Taxes 9/30/16	23	4.48	12/16		
RV 409 2	Refund - EDD Qtr 3 2016	6	4.19	1/17		
RV 418 2	Rebate Check - US Bank cc	49	4.32	3/17		
RV 438 2	F-940 12/16 Refund	36	119.37	4/17		
	Account Total:		0.00	284.67	5.00	-279.67
46180 Public Records Requests						
	Account Total:		0.00	0.00	5.00	5.00
	Fund Total:		1,058.10	104,746.81	124,465.00	19,718.19

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
40 WASTEWATER DEPARTMENT						
40440 CDBG Grant						
		Account Total:	0.00	0.00	0.00	0.00
40750						
		Account Total:	0.00	0.00	0.00	0.00
40760	Sludge Bed - Co. of San Luis Obispo Lease					
		Account Total:	0.00	0.00	0.00	0.00
40850	Wastewater Hook-up Fees					
RV 357 1	Jazzy Town - 1303 Verde	73	8,332.00	9/16		
RV 357 2	Jazzy Town - 1323 Verde	73	8,332.00	9/16		
RV 357 3	Jazzy Town - 1333 Verde	73	8,332.00	9/16		
RV 357 4	Jazzy Town - 850 Rio Mesa	73	8,332.00	9/16		
RV 357 5	Jazzy Town - 858 Rio Mesa	73	8,332.00	9/16		
RV 413 1	Jazzy Town/Tract 2637 Lot 38	53	8,332.00	2/17		
RV 413 2	Jazzy Town/Tract 2637 Lot 39	53	8,332.00	2/17		
RV 413 3	Jazzy Town/Tract 2637 Lot 40	53	8,332.00	2/17		
RV 413 4	Jazzy Town/Tract 2637 Lot 41	53	8,332.00	2/17		
RV 413 5	Jazzy Town/Tract 2637 Lot 42	53	8,332.00	2/17		
RV 435 1	Jazzy Town/Tract 2637 Lot 33	28	8,332.00	4/17		
RV 435 2	Jazzy Town/Tract 2637 Lot 34	28	8,332.00	4/17		
RV 435 3	Jazzy Town/Tract 2637 Lot 35	28	8,332.00	4/17		
RV 435 4	Jazzy Town/Tract 2637 Lot 36	28	8,332.00	4/17		
RV 435 5	Jazzy Town/Tract 2637 Lot 37	28	8,332.00	4/17		
		Account Total:	0.00	124,980.00	10.00	-124,970.00
40900	Wastewater Sales					
UB 856 3	Billing - UB		28,123.03	7/16		
UB 860 3	Adjustment - UB		55.44	7/16		
UB 905 3	Billing - UB		28,272.59	8/16		
UB 908 2	Adjustment - UB		-3.59	8/16		
UB 957 3	Billing - UB		28,259.09	9/16		
UB 961 1	Adjustment - UB		-5.98	9/16		
UB 993 3	Billing - UB		28,365.92	10/16		
UB 1031 3	Billing - UB		28,455.65	11/16		
UB 1071 3	Billing - UB		28,313.27	12/16		
UB 1108 3	Billing - UB		28,327.55	1/17		
UB 1111 2	Adjustment - UB		-1.52	1/17		
UB 1147 3	Billing - UB		28,960.43	2/17		
UB 1190 3	Billing - UB		28,921.16	3/17		
UB 1194 1	Adjustment - UB		-28.75	3/17		
UB 1219 3	Billing - UB		28,984.05	4/17		
UB 1222 1	Adjustment - UB		-37.09	4/17		
UB 1248 1	Adjustment - UB		-35.89	5/17		
UB 1269 3	Billing - UB		29,171.22	5/17		
UB 1276 1	Adjustment - UB		-9,792.49	6/17		
UB 1314 3	Billing - UB		29,398.21	6/17		
UB 1317 1	Adjustment - UB		-1,120.54	6/17		

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Revenue Budget Detail Report
For the Accounting Periods: 7/16 - 6/17

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
40 WASTEWATER DEPARTMENT						
Account Total:			18,485.18	332,581.76	350,000.00	17,418.24
40910	Wastewater Late Charges					
UB 856 2	Billing - UB		529.87	7/16		
UB 860 2	Adjustment - UB		6.72	7/16		
UB 905 2	Billing - UB		556.53	8/16		
UB 908 1	Adjustment - UB		-8.16	8/16		
UB 957 2	Billing - UB		479.49	9/16		
UB 961 2	Adjustment - UB		-3.71	9/16		
UB 993 2	Billing - UB		548.49	10/16		
UB 996 1	Adjustment - UB		-7.78	10/16		
UB 1031 2	Billing - UB		580.43	11/16		
UB 1035 1	Adjustment - UB		-3.71	11/16		
UB 1071 2	Billing - UB		854.25	12/16		
UB 1074 1	Adjustment - UB		-146.06	12/16		
UB 1108 2	Billing - UB		621.32	1/17		
UB 1111 1	Adjustment - UB		-15.10	1/17		
UB 1147 2	Billing - UB		613.12	2/17		
UB 1150 1	Adjustment - UB		-112.45	2/17		
UB 1190 2	Billing - UB		449.49	3/17		
UB 1194 2	Adjustment - UB		-7.55	3/17		
UB 1219 2	Billing - UB		507.18	4/17		
UB 1222 2	Adjustment - UB		-3.71	4/17		
UB 1269 2	Billing - UB		669.35	5/17		
UB 1272 1	Adjustment - UB		-100.14	5/17		
UB 1314 2	Billing - UB		580.78	6/17		
UB 1317 2	Adjustment - UB		-6.83	6/17		
Account Total:			573.95	6,581.82	4,000.00	-2,581.82
43000	Property Taxes Collected					
RV 335 1	Property Taxes June 2016	65	516.68	7/16		
RV 342 1	Prop. Taxes 15/16 Year End	33	589.35	7/16		
RV 358 1	Prop. Taxes Aug 16 Month End	71	695.96	9/16		
RV 366 1	Prop. Taxes Aug 16 Month End	61	852.32	10/16		
RV 373 1	Prop. Taxes Oct 16 Month End	33	4,563.98	11/16		
RV 395 1	Prop Taxes Nov 16 Month End	10	4,450.05	12/16		
RV 406 1	Prop. Taxes Dec 16 Month End	48	18,715.25	1/17		
RV 414 1	Prop. Taxes Jan 17 Month End	54	1,482.06	2/17		
RV 422 1	Prop. Taxes Feb 17 Month End	26	1,847.95	3/17		
RV 434 1	Prop. Taxes Mar 17 Month End	54	978.32	4/17		
RV 445 1	Prop. Taxes Apr17 Month End	29	14,919.99	5/17		
RV 456 1	Prop. Taxes Apr17 Month End	14	579.02	6/17		
Account Total:			579.02	50,190.93	47,200.00	-2,990.93

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
40 WASTEWATER DEPARTMENT						
46000 Revenues & Interest						
JV 496 6	Capital Reserve Acct Interest		82.59	7/16		
JV 509 6	Capital Reserve Acct Interest		77.00	8/16		
JV 524 6	Capital Reserve Acct Interest		78.66	9/16		
JV 532 6	Capital Reserve Acct Interest		77.68	10/16		
JV 537 6	Capital Reserve Acct Interest		74.06	11/16		
JV 542 6	Capital Reserve Acct Interest		76.56	12/16		
JV 557 6	Capital Reserve Acct Interest		82.51	1/17		
JV 572 6	Capital Reserve Acct Interest		58.90	2/17		
JV 585 6	Capital Reserve Acct Interest		65.23	3/17		
JV 612 6	Capital Reserve Acct Interest		63.15	4/17		
Account Total:			0.00	736.34	50.00	-686.34
46010 Transfer In						
JV 566 6	Ck16343 to deposit funds		3,000.00	1/17		
Account Total:			0.00	3,000.00	73,815.00	70,815.00
46100 Realized Earnings						
JV 497 6	Interest 7/16 Cantella		81.18	7/16		
JV 508 6	Interest 8/16 Cantella		423.30	8/16		
JV 531 6	Interest 9/16 Cantella		4.87	9/16		
JV 534 6	Interest 10/16 Cantella		3.47	10/16		
JV 541 2	Interest 11/16 Cantella		-291.83	11/16		
JV 548 2	Interest 12/16 Cantella		-1,253.28	12/16		
JV 563 2	Interest 01/17 Cantella		117.67	1/17		
JV 575 2	Interest 02/17 Cantella		968.38	2/17		
JV 581 2	Interest 03/17 Cantella		-472.92	3/17		
JV 621 2	Interest 04/17 Cantella		30.83	4/17		
Account Total:			0.00	-388.33	5.00	393.33
46150 Miscellaneous Income						
Account Total:			0.00	0.00	0.00	0.00
46151 Refund/Adjustments						
RV 346 3	Refund - EDD Qtr 4 2015	54	239.81	8/16		
RV 347 3	Refund - EDD Qtr 3 2015	55	211.07	8/16		
RV 350 3	Ovrpymnt State Taxes 3/31/16	14	85.36	8/16		
RV 354 3	Rebate Check - US Bank cc	48	55.48	9/16		
RV 363 3	Refund - EDD Qtr 1 2016	87	152.50	10/16		
RV 367 3	Refund - EDD Qtr 2 2016	25	743.88	10/16		
RV 389 2	Refund - EDD Qtr 2 2016	40	14.93	12/16		
RV 390 3	Rebate Check - US Bank cc	39	94.07	12/16		
RV 396 3	Ovrpymnt State Taxes 9/30/16	23	51.08	12/16		
RV 398 3	Ovrpymnt State Taxes 9/30/16	21	7.36	1/17		
RV 409 3	Refund - EDD Qtr 3 2016	6	47.84	1/17		
RV 418 3	Rebate Check - US Bank cc	49	49.41	3/17		
RV 438 3	F-940 12/16 Refund	36	1,364.12	4/17		
RV 455 3	Rebate Check - US Bank cc	74	27.28	6/17		

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
40 WASTEWATER DEPARTMENT						
		Account Total:	27.28	3,144.19	1,000.00	-2,144.19
46153	Plan Check Fees					
		Account Total:	0.00	0.00	100.00	100.00
46155	Will Serve Processing Fees					
		Account Total:	0.00	0.00	5.00	5.00
46175	Sale of Surplus Property					
		Account Total:	0.00	0.00	10.00	10.00
46180	Public Records Requests					
		Account Total:	0.00	0.00	10.00	10.00
		Fund Total:	19,665.43	520,826.71	476,205.00	-44,621.71

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
50 WATER DEPARTMENT						
40440 CDBG Grant						
		Account Total:	0.00	0.00	0.00	0.00
40850	Wastewater Hook-up Fees					
		Account Total:	0.00	0.00	0.00	0.00
40900	Wastewater Sales					
		Account Total:	0.00	0.00	0.00	0.00
41000	Water Sales					
JV 562 2	PNP Payment		264.02	12/16		
JV 622 1	PNP from UB to Acct		2,097.46	4/17		
UB 856 6	Billing - UB		34,031.47	7/16		
UB 860 5	Adjustment - UB		16.44	7/16		
UB 905 6	Billing - UB		34,250.03	8/16		
UB 908 4	Adjustment - UB		-113.71	8/16		
UB 957 6	Billing - UB		37,431.85	9/16		
UB 961 6	Adjustment - UB		56.31	9/16		
UB 993 6	Billing - UB		31,671.46	10/16		
UB 996 3	Adjustment - UB		-82.66	10/16		
UB 1031 6	Billing - UB		24,127.77	11/16		
UB 1035 5	Adjustment - UB		90.00	11/16		
UB 1071 6	Billing - UB		23,582.17	12/16		
UB 1074 5	Adjustment - UB		37.86	12/16		
UB 1108 6	Billing - UB		20,923.71	1/17		
UB 1111 6	Adjustment - UB		60.00	1/17		
UB 1147 6	Billing - UB		23,092.89	2/17		
UB 1150 4	Adjustment - UB		-0.72	2/17		
UB 1190 6	Billing - UB		20,463.93	3/17		
UB 1194 6	Adjustment - UB		102.75	3/17		
UB 1219 6	Billing - UB		24,709.86	4/17		
UB 1222 4	Adjustment - UB		-122.85	4/17		
UB 1248 3	Adjustment - UB		-22.11	5/17		
UB 1269 6	Billing - UB		29,372.43	5/17		
UB 1274 1	Adjustment - UB		-41.33	6/17		
UB 1276 3	Adjustment - UB		-13,342.68	6/17		
UB 1314 6	Billing - UB		37,141.50	6/17		
UB 1317 4	Adjustment - UB		-830.17	6/17		
		Account Total:	22,927.32	328,967.68	345,000.00	16,032.32
41001	Water Connection Fees					
RV 329 1	Water Service Connection Fee	17	9,490.00	7/16		
RV 330 1	Water Service Connection Fee	16	9,490.00	7/16		
RV 331 1	Water Service Connection Fee	18	9,490.00	7/16		
RV 332 1	Water Service Connection Fee	15	9,490.00	7/16		
RV 333 1	Water Service Connection Fee	14	9,490.00	7/16		
RV 384 1	Water Service Connection Fee	38	9,490.00	11/16		
RV 401 1	Jazzy Town/Tract 2637 Lot 40	32	9,490.00	1/17		
RV 401 3	Jazzy Town/Tract 2637 Lot 41	32	9,490.00	1/17		

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
50 WATER DEPARTMENT						
41001 Water Connection Fees						
RV 401 5	Jazzy Town/Tract 2637 Lot 42	32	9,490.00	1/17		
RV 402 1	Jazzy Town/Tract 2637 Lot 21	31	9,490.00	1/17		
RV 402 3	Jazzy Town/Tract 2637 Lot 22	31	9,490.00	1/17		
RV 402 5	Jazzy Town/Tract 2637 Lot 23	31	9,490.00	1/17		
RV 403 1	Jazzy Town/Tract 2637 Lot 33	30	9,490.00	1/17		
RV 403 3	Jazzy Town/Tract 2637 Lot 34	30	9,490.00	1/17		
RV 403 5	Jazzy Town/Tract 2637 Lot 36	30	9,490.00	1/17		
RV 403 7	Jazzy Town/Tract 2637 Lot 37	30	9,490.00	1/17		
RV 403 9	Jazzy Town/Tract 2637 Lot 38	30	9,490.00	1/17		
RV 403 11	Jazzy Town/Tract 2637 Lot 39	30	9,490.00	1/17		
RV 407 1	1" comm. water srvcs/Dollar Gen	47	23,725.00	1/17		
RV 423 2	Water Connection Fee	32	8,740.00	3/17		
RV 436 1	Jazzy Town/Tract 2637 Lot 28	29	9,490.00	4/17		
RV 436 3	Jazzy Town/Tract 2637 Lot 29	29	9,490.00	4/17		
RV 436 5	Jazzy Town/Tract 2637 Lot 30	29	9,490.00	4/17		
RV 436 7	Jazzy Town/Tract 2637 Lot 31	29	9,490.00	4/17		
RV 436 9	Jazzy Town/Tract 2637 Lot 32	29	9,490.00	4/17		
RV 447 1	Jazzy Town/Tract 2637 Lot 10	29	9,490.00	5/17		
RV 447 3	Jazzy Town/Tract 2637 Lot 11	29	9,490.00	5/17		
RV 447 5	Jazzy Town/Tract 2637 Lot 12	29	9,490.00	5/17		
RV 447 7	Jazzy Town/Tract 2637 Lot 13	29	9,490.00	5/17		
RV 447 9	Jazzy Town/Tract 2637 Lot 14	29	9,490.00	5/17		
RV 447 11	Jazzy Town/Tract 2367 Lot 14	29	9,490.00	5/17		
Account Total:			0.00	307,675.00	10.00	-307,665.00
41005 Water Late Charges						
UB 856 5	Billing - UB		1,644.53	7/16		
UB 860 6	Adjustment - UB		31.19	7/16		
UB 905 5	Billing - UB		1,752.79	8/16		
UB 908 5	Adjustment - UB		-12.70	8/16		
UB 957 5	Billing - UB		1,973.14	9/16		
UB 961 5	Adjustment - UB		-2.69	9/16		
UB 993 5	Billing - UB		2,000.28	10/16		
UB 996 4	Adjustment - UB		-9.66	10/16		
UB 1031 5	Billing - UB		2,050.59	11/16		
UB 1035 4	Adjustment - UB		-5.82	11/16		
UB 1071 5	Billing - UB		2,223.12	12/16		
UB 1074 3	Adjustment - UB		-42.20	12/16		
UB 1108 5	Billing - UB		2,323.46	1/17		
UB 1111 5	Adjustment - UB		-24.38	1/17		
UB 1147 5	Billing - UB		2,275.03	2/17		
UB 1150 3	Adjustment - UB		-14.84	2/17		
UB 1190 5	Billing - UB		2,569.06	3/17		
UB 1194 5	Adjustment - UB		-3.09	3/17		
UB 1219 5	Billing - UB		2,789.03	4/17		
UB 1222 5	Adjustment - UB		-2.29	4/17		
UB 1269 5	Billing - UB		3,074.40	5/17		
UB 1272 3	Adjustment - UB		-35.92	5/17		

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
50 WATER DEPARTMENT						
41005 Water Late Charges						
UB 1314 5	Billing - UB		3,484.01	6/17		
UB 1317 5	Adjustment - UB		-4.61	6/17		
Account Total:			3,479.40	28,032.43	2,000.00	-26,032.43
41010 Water Meter Fees						
CL 3090 1	Meter CF 3G UC83 TRACT #2710	H294370	-1,991.14	6/17		
CL 3096 1	MIP Ball Corp	4765328	-154.80	6/17		
CL 3103 1	LF B13-44 W/HT-3HDL4	4789263	-431.08	6/17		
CL 3104 1	15 1" Ball meter	H325552	-1,391.28	6/17		
RV 329 2	Water Meter - 1333 Verde Pl	17	450.00	7/16		
RV 330 2	Water Meter - 1323 Verde Pl	16	450.00	7/16		
RV 331 2	Water Meter - 850 Rio Mesa	18	450.00	7/16		
RV 332 2	Water Meter - 1303 Verde Pl	15	450.00	7/16		
RV 333 2	Water Meter - 858 Rio Mesa	14	450.00	7/16		
RV 364 1	APN #021-243-023/530 N St	86	450.00	10/16		
RV 364 2	APN #021-243-008/560 N St	86	450.00	10/16		
RV 365 1	APN #021-243-019/550 11th	60	450.00	10/16		
RV 365 2	APN #021-243-014/581 Tema	60	450.00	10/16		
RV 384 2	Water Meter Tract 2637/Lot#35	38	450.00	11/16		
RV 401 2	Jazzy Town/Tract 2637 Lot 40	32	450.00	1/17		
RV 401 4	Jazzy Town/Tract 2637 Lot 41	32	450.00	1/17		
RV 401 6	Jazzy Town/Tract 2637 Lot 42	32	450.00	1/17		
RV 402 2	Jazzy Town/Tract 2637 Lot 21	31	450.00	1/17		
RV 402 4	Jazzy Town/Tract 2637 Lot 22	31	450.00	1/17		
RV 402 6	Jazzy Town/Tract 2637 Lot 23	31	450.00	1/17		
RV 403 2	Jazzy Town/Tract 2637 Lot 33	30	450.00	1/17		
RV 403 4	Jazzy Town/Tract 2637 Lot 34	30	450.00	1/17		
RV 403 6	Jazzy Town/Tract 2637 Lot 36	30	450.00	1/17		
RV 403 8	Jazzy Town/Tract 2637 Lot 37	30	450.00	1/17		
RV 403 10	Jazzy Town/Tract 2637 Lot 38	30	450.00	1/17		
RV 403 12	Jazzy Town/Tract 2637 Lot 39	30	450.00	1/17		
RV 407 2	2-1" water meters/Dollar Gener	47	900.00	1/17		
RV 423 1	Water Meter Fee	32	450.00	3/17		
RV 427 1	Tract 2710, Lot 2	8	450.00	4/17		
RV 427 2	Tract 2710, Lot 5	8	450.00	4/17		
RV 436 2	Jazzy Town/Tract 2637 Lot 28	29	450.00	4/17		
RV 436 4	Jazzy Town/Tract 2637 Lot 29	29	450.00	4/17		
RV 436 6	Jazzy Town/Tract 2637 Lot 30	29	450.00	4/17		
RV 436 8	Jazzy Town/Tract 2637 Lot 31	29	450.00	4/17		
RV 436 10	Jazzy Town/Tract 2637 Lot 32	29	450.00	4/17		
RV 447 2	Jazzy Town/Tract 2637 Lot 10	29	450.00	5/17		
RV 447 4	Jazzy Town/Tract 2637 Lot 11	29	450.00	5/17		
RV 447 6	Jazzy Town/Tract 2637 Lot 12	29	450.00	5/17		
RV 447 8	Jazzy Town/Tract 2637 Lot 13	29	450.00	5/17		
RV 447 10	Jazzy Town/Tract 2637 Lot 14	29	450.00	5/17		
RV 447 12	Jazzy Town/Tract 2367 Lot 14	29	450.00	5/17		
RV 459 1	Self Help Tract 2710 Lot #7	53	450.00	6/17		
RV 459 2	Self Help Tract 2710 Lot #9	53	450.00	6/17		

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
50 WATER DEPARTMENT						
41010 Water Meter Fees						
RV 459 3	Self Help Tract 2710 Lot #10	53	450.00	6/17		
RV 459 4	Self Help Tract 2710 Lot #21	53	450.00	6/17		
RV 459 5	Self Help Tract 2710 Lot #22	53	450.00	6/17		
RV 459 6	Self Help Tract 2710 Lot #24	53	450.00	6/17		
	Account Total:		-1,268.30	15,831.70	20,500.00	4,668.30
43000 Property Taxes Collected						
	Account Total:		0.00	0.00	0.00	0.00
44005 State/Federal Grants						
	Account Total:		0.00	0.00	0.00	0.00
46000 Revenues & Interest						
JV 496 8	Capital Reserve Acct Interest		82.59	7/16		
JV 498 2	Interest Accrued 7/16 USDA		1.12	7/16		
JV 509 8	Capital Reserve Acct Interest		77.00	8/16		
JV 510 2	Interest Accrued 8/16 USDA		1.12	8/16		
JV 523 2	Interest Accrued 9/16 USDA		1.09	9/16		
JV 524 8	Capital Reserve Acct Interest		78.66	9/16		
JV 532 8	Capital Reserve Acct Interest		77.68	10/16		
JV 533 2	Interest Accrued 10/16 USDA		1.12	10/16		
JV 537 8	Capital Reserve Acct Interest		74.06	11/16		
JV 538 2	Interest Accrued 11/16 USDA		1.09	11/16		
JV 542 8	Capital Reserve Acct Interest		76.56	12/16		
JV 543 2	Interest Accrued 12/16 USDA		1.12	12/16		
JV 557 8	Capital Reserve Acct Interest		82.51	1/17		
JV 558 2	Int Accrued 1/17 USDA		1.12	1/17		
JV 559 2	Int Credit 1/17		0.03	1/17		
JV 572 8	Capital Reserve Acct Interest		58.90	2/17		
JV 573 2	Int Accrued 2/17 USDA		1.01	2/17		
JV 574 2	Int Credit 2/17		0.15	2/17		
JV 579 2	Int Credit 3/17		0.17	3/17		
JV 585 8	Capital Reserve Acct Interest		65.24	3/17		
JV 587 2	Int Accrued 3/17 USDA		1.12	3/17		
JV 603 2	Int Accrued 4/17 USDA		1.09	4/17		
JV 612 8	Capital Reserve Acct Interest		63.15	4/17		
JV 624 2	Int Credit 4/17		0.15	4/17		
	Account Total:		0.00	747.85	150.00	-597.85
46010 Transfer In						
JV 566 8	Ck16343 to deposit funds		3,000.00	1/17		
	Account Total:		0.00	3,000.00	96,815.00	93,815.00

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Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
50 WATER DEPARTMENT						
46100 Realized Earnings						
JV 497 8	Interest 7/16 Cantella		81.18	7/16		
JV 508 8	Interest 8/16 Cantella		423.30	8/16		
	Account Total:		0.00	504.48	5.00	-499.48
46150 Miscellaneous Income						
RV 439 1	USDA Treas 310/Misc Pay	Electr	40,748.06	4/17		
	Account Total:		0.00	40,748.06	0.00	-40,748.06
46151 Refund/Adjustments						
RV 346 4	Refund - EDD Qtr 4 2015	54	239.81	8/16		
RV 347 4	Refund - EDD Qtr 3 2015	55	211.07	8/16		
RV 350 4	Ovrpymnt State Taxes 3/31/16	14	85.37	8/16		
RV 354 4	Rebate Check - US Bank cc	48	55.48	9/16		
RV 363 4	Refund - EDD Qtr 1 2016	87	152.50	10/16		
RV 367 4	Refund - EDD Qtr 2 2016	25	743.88	10/16		
RV 389 4	Refund - EDD Qtr 2 2016	40	14.92	12/16		
RV 390 4	Rebate Check - US Bank cc	39	94.07	12/16		
RV 396 4	Ovrpymnt State Taxes 9/30/16	23	51.08	12/16		
RV 398 4	Ovrpymnt State Taxes 9/30/16	21	7.36	1/17		
RV 409 4	Refund - EDD Qtr 3 2016	6	47.84	1/17		
RV 418 4	Rebate Check - US Bank cc	49	49.41	3/17		
RV 438 4	F-940 12/16 Refund	36	1,364.12	4/17		
RV 455 4	Rebate Check - US Bank cc	74	27.29	6/17		
	Account Total:		27.29	3,144.20	5.00	-3,139.20
46152 Recycling						
RV 341 1	Material Recycling	35	125.00	7/16		
	Account Total:		0.00	125.00	0.00	-125.00
46153 Plan Check Fees						
	Account Total:		0.00	0.00	2,060.00	2,060.00
46155 Will Serve Processing Fees						
RV 412 2	Will Serve Processing Fee	26	250.00	2/17		
	Account Total:		0.00	250.00	515.00	265.00
46175 Sale of Surplus Property						
	Account Total:		0.00	0.00	10.00	10.00
46180 Public Records Requests						
	Account Total:		0.00	0.00	10.00	10.00
46185 Boardroom Rental Fees						
	Account Total:		0.00	0.00	0.00	0.00
	Fund Total:		25,165.71	729,026.40	467,080.00	-261,946.40

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Revenue Budget Detail Report
For the Accounting Periods: 7/16 - 6/17

Fund/Account/ Doc/Line #	Description	Receipt #	End Month/ Amount	Year to Date/ Period	Budget	Remaining to Reach Budget
60 SOLID WASTE DEPARTMENT						
40750						
Account Total:			0.00	0.00	0.00	0.00
46005 Franchise Fees						
RV 327 1	Garbage Franchise Fees	19	2,431.45	7/16		
RV 328 1	SM Garbage Franchise Fee	20	321.10	7/16		
RV 343 1	Garbage Franchise Fees	53	2,150.98	8/16		
RV 344 1	SM Garbage Franchise Fee	52	495.72	8/16		
RV 352 1	SM Garbage Franchise Fee	19	212.80	9/16		
RV 353 1	Garbage Franchise Fees	20	2,287.22	9/16		
RV 361 1	Garbage Franchise Fees	84	2,188.69	10/16		
RV 362 1	SM Garbage Franchise Fee	85	258.41	10/16		
RV 368 1	Garbage Franchise Fees	20	2,287.22	9/16		
RV 369 1	Garbage Franchise Fees	11	2,313.91	11/16		
RV 370 1	SM Garbage Franchise Fee	12	471.48	11/16		
RV 387 1	Garbage Franchise Fees	38	2,244.59	12/16		
RV 388 1	SM Garbage Franchise Fee	37	427.04	12/16		
RV 399 1	Garbage Franchise Fees	22	2,210.65	1/17		
RV 400 1	SM Garbage Franchise Fee	23	549.51	1/17		
RV 410 1	Garbage Franchise Fees	24	2,108.97	2/17		
RV 411 1	SM Garbage Franchise Fee	25	317.36	2/17		
RV 419 1	Garbage Franchise Fees	49	2,512.84	3/17		
RV 420 1	SM Garbage Franchise Fee	47	430.69	3/17		
RV 424 1	SM Garbage Franchise Fee	13	327.55	4/17		
RV 425 1	Garbage Franchise Fees	14	2,260.22	4/17		
RV 440 1	Garbage Franchise Fees	29	2,398.84	5/17		
RV 441 1	SM Garbage Franchise Fee	30	481.99	5/17		
RV 452 1	SM Garbage Franchise Fee	72	322.85	6/17		
RV 453 1	Garbage Franchise Fees	73	2,116.33	6/17		
Account Total:			2,439.18	34,128.41	28,714.00	-5,414.41
46010 Transfer In						
Account Total:			0.00	0.00	0.00	0.00
46150 Miscellaneous Income						
Account Total:			0.00	0.00	0.00	0.00
Fund Total:			2,439.18	34,128.41	28,714.00	-5,414.41

10 ADMINISTRATION DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
61000	Administration						
61000	Administration						
	111 BOD Stipend	0.00	5,600.00	5,000.00	5,000.00	-600.00	112 %
	305 Operations and maintenance	302.99	1,951.05	0.00	0.00	-1,951.05	%
	310 Phone and fax expense	0.00	2,861.92	4,710.00	4,710.00	1,848.08	61 %
	315 Postage, shipping and freight	1.76	31.94	10.00	10.00	-21.94	319 %
	320 Printing and reproduction	0.00	352.38	300.00	300.00	-52.38	117 %
	324 Professional Svcs- Consulting	0.00	0.00	10,000.00	10,000.00	10,000.00	%
	325 Professional svcs - Accounting	5,014.80	6,781.20	0.00	0.00	-6,781.20	%
	326 Professional svcs - Engineering	0.00	192.39	0.00	0.00	-192.39	%
	327 Professional svcs - Legal (General)	79,770.49	252,084.04	52,500.00	52,500.00	-199,584.04	480 %
	328 Insurance - prop and liability	0.00	22,435.89	24,000.00	24,000.00	1,564.11	93 %
	331 Professional Services - Legal (SLOCEA)	0.00	78,488.80	69,000.00	69,000.00	-9,488.80	114 %
	332 Professional Services - Legal	0.00	77,505.12	44,000.00	44,000.00	-33,505.12	176 %
	340 Meetings and conferences	0.00	401.52	1,200.00	1,200.00	798.48	33 %
	345 Mileage expense reimbursement	114.49	448.09	400.00	400.00	-48.09	112 %
	351 Repairs and maint - equip	0.00	580.10	0.00	0.00	-580.10	%
	352 Repairs and maint - structures	0.00	1,925.00	2,750.00	2,750.00	825.00	70 %
	375 Internet expenses	0.00	126.58	4,116.00	4,116.00	3,989.42	3 %
	376 Webpage- Upgrade/Maint	0.00	3,800.00	2,400.00	2,400.00	-1,400.00	158 %
	385 Dues and subscriptions	0.00	312.00	5,130.00	5,130.00	4,818.00	6 %
	386 Education and training	0.00	0.00	4,800.00	4,800.00	4,800.00	%
	393 Advertising and public notices	0.00	82.92	0.00	0.00	-82.92	%
	394 LAFCO Allocations	0.00	5,540.64	5,500.00	5,500.00	-40.64	101 %
	395 Community Outreach	0.00	577.71	0.00	0.00	-577.71	%
	405 Software	0.00	5,343.50	5,100.00	5,100.00	-243.50	105 %
	410 Office Supplies	297.75	4,132.93	5,200.00	5,200.00	1,067.07	79 %
	415 Office Equipment	0.00	5,106.40	5,000.00	5,000.00	-106.40	102 %
	465 Cell phones, radios and pagers	0.00	1,330.00	1,680.00	1,680.00	350.00	79 %
	475 Computer supplies and upgrades	0.00	41,638.22	24,118.00	24,118.00	-17,520.22	173 %
	715 Licenses, permits and fees	0.00	50.00	0.00	0.00	-50.00	%
	910 Tax Penalties & Late Fees	0.00	1,398.25	0.00	0.00	-1,398.25	%
	911 Finance Charges/Late Fees	0.00	40.05	0.00	0.00	-40.05	%
	920 Credit Card Service Fees	0.00	60.47	0.00	0.00	-60.47	%
	925 Bank service charges	0.00	671.31	0.00	0.00	-671.31	%
	930 Interest Fees	0.00	137.93	0.00	0.00	-137.93	%
	Account Total:	85,502.28	521,988.35	276,914.00	276,914.00	-245,074.35	189 %
	Account Group Total:	85,502.28	521,988.35	276,914.00	276,914.00	-245,074.35	189 %
	Fund Total:	85,502.28	521,988.35	276,914.00	276,914.00	-245,074.35	189 %

20 FIRE PROTECTION DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
62000	Fire						
62000	Fire						
105	Salaries and Wages	5,753.27	61,161.45	75,350.00	75,350.00	14,188.55	81 %
110	Payroll tax expense	0.00	2,111.09	0.00	0.00	-2,111.09	%
120	Workers' Compensation	0.00	4,984.71	7,474.00	7,474.00	2,489.29	67 %
121	Physicals	0.00	890.00	1,600.00	1,600.00	710.00	56 %
125	Volunteer firefighter stipends	0.00	30,267.03	44,281.00	44,281.00	14,013.97	68 %
126	Strike Team Pay - VFF	0.00	25,573.21	37,523.00	37,523.00	11,949.79	68 %
130	Payroll Tax - Fed W/H	0.00	4,221.23	22,096.00	22,096.00	17,874.77	19 %
135	Payroll Tax - FICA	104.19	3,966.88	75.00	75.00	-3,891.88	*** %
140	Payroll Tax - Medicare	83.43	1,700.62	1,734.00	1,734.00	33.38	98 %
155	Payroll Tax - SUI	45.82	3,369.65	6,202.00	6,202.00	2,832.35	54 %
160	Payroll Tax - ETT	5.76	116.59	55.00	55.00	-61.59	212 %
165	Payroll Tax - FUTA	76.38	4,163.66	5,687.00	5,687.00	1,523.34	73 %
205	Insurance - Health	0.00	263.70	5,694.00	5,694.00	5,430.30	5 %
210	Insurance - Dental	13.86	89.08	609.00	609.00	519.92	15 %
215	Insurance - Vision	2.16	14.22	150.00	150.00	135.78	9 %
225	Retirement - PERS expense	64.19	958.42	5,090.00	5,090.00	4,131.58	19 %
305	Operations and maintenance	10.71	2,600.32	2,900.00	2,900.00	299.68	90 %
310	Phone and fax expense	55.40	275.37	0.00	0.00	-275.37	%
315	Postage, shipping and freight	0.00	414.01	625.00	625.00	210.99	66 %
320	Printing and reproduction	0.00	349.77	200.00	200.00	-149.77	175 %
325	Professional svcs - Accounting	165.00	2,854.50	2,500.00	2,500.00	-354.50	114 %
335	Meals - Reimbursement	0.00	125.23	500.00	500.00	374.77	25 %
340	Meetings and conferences	0.00	0.00	750.00	750.00	750.00	%
345	Mileage expense reimbursement	0.00	0.00	350.00	350.00	350.00	%
351	Repairs and maint - equip	0.00	5,633.10	1,500.00	1,500.00	-4,133.10	376 %
352	Repairs and maint - structures	0.00	5,933.00	350.00	350.00	-5,583.00	*** %
354	Repairs and maint - vehicles	2,810.72	9,217.60	9,500.00	9,500.00	282.40	97 %
370	Dispatch services (Fire)	0.00	8,081.92	8,082.00	8,082.00	0.08	100 %
380	Utilities - alarm service	0.00	6.00	285.00	285.00	279.00	2 %
381	Utilities - electric	29.88	404.46	1,850.00	1,850.00	1,445.54	22 %
382	Utilities - propane	0.00	255.09	250.00	250.00	-5.09	102 %
385	Dues and subscriptions	0.00	2,900.91	1,975.00	1,975.00	-925.91	147 %
386	Education and training	0.00	4,075.21	11,526.00	11,526.00	7,450.79	35 %
393	Advertising and public notices	0.00	0.00	1,025.00	1,025.00	1,025.00	%
395	Community Outreach	0.00	628.37	923.00	923.00	294.63	68 %
400	Supplies	0.00	502.44	0.00	0.00	-502.44	%
420	Equip. & Supplies	0.00	1,157.41	0.00	0.00	-1,157.41	%
440	Vehicle Replacement Fund	0.00	0.00	30,000.00	30,000.00	30,000.00	%
450	EMS supplies	0.00	828.82	2,500.00	2,500.00	1,671.18	33 %
455	Fire Safety Gear & Equipment	150.00	21,534.26	10,600.00	10,600.00	-10,934.26	203 %
460	Fire equipment	0.00	384.32	0.00	0.00	-384.32	%
470	Communication equipment	0.00	1,417.75	15,050.00	15,050.00	13,632.25	9 %
485	Fuel expense	233.02	3,203.20	6,500.00	6,500.00	3,296.80	49 %
490	Small tools and equipment	0.00	709.95	1,500.00	1,500.00	790.05	47 %
495	Uniform expense	0.00	2,362.56	4,610.00	4,610.00	2,247.44	51 %
503	Weed Abatement Costs	4,899.00	4,935.00	2,810.00	2,810.00	-2,125.00	176 %
505	Fire Training Grounds	0.00	1,054.78	2,900.00	2,900.00	1,845.22	36 %
510	Fire station addition	12,451.22	29,233.59	49,000.00	49,000.00	19,766.41	60 %
710	County hazmat dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %

20 FIRE PROTECTION DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	715 Licenses, permits and fees	8.25	128.25	350.00	350.00	221.75	37 %
	820 Fireworks Clean Up	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	905	0.00	0.00	58,150.00	58,150.00	58,150.00	%
	960 Property tax expense	0.00	267.56	735.00	735.00	467.44	36 %
	999	0.00	0.00	10.00	10.00	10.00	%
	Account Total:	26,962.26	257,326.29	446,426.00	446,426.00	189,099.71	58 %
	Account Group Total:	26,962.26	257,326.29	446,426.00	446,426.00	189,099.71	58 %
70000	Transfer Out						
70000	Transfer Out						
	327 Professional svcs - Legal (General)	0.00	58,150.00	58,150.00	58,150.00	0.00	100 %
	440 Vehicle Replacement Fund	0.00	30,000.00	30,000.00	30,000.00	0.00	100 %
	Account Total:	0.00	88,150.00	88,150.00	88,150.00	0.00	100 %
	Account Group Total:	0.00	88,150.00	88,150.00	88,150.00	0.00	100 %
	Fund Total:	26,962.26	345,476.29	534,576.00	534,576.00	189,099.71	65 %

30 STREET LIGHTING DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
63000	Lighting						
63000	Lighting						
	105 Salaries and Wages	561.50	5,011.35	12,520.00	12,520.00	7,508.65	40 %
	110 Payroll tax expense	0.00	447.81	0.00	0.00	-447.81	%
	120 Workers' Compensation	0.00	1,057.37	750.00	750.00	-307.37	141 %
	130 Payroll Tax - Fed W/H	0.00	895.43	1,625.00	1,625.00	729.57	55 %
	135 Payroll Tax - FICA	22.10	280.70	664.00	664.00	383.30	42 %
	140 Payroll Tax - Medicare	8.14	82.91	182.00	182.00	99.09	46 %
	155 Payroll Tax - SUI	3.51	54.04	190.00	190.00	135.96	28 %
	160 Payroll Tax - ETT	0.58	5.71	200.00	200.00	194.29	3 %
	165 Payroll Tax - FUTA	5.86	110.72	869.00	869.00	758.28	13 %
	205 Insurance - Health	0.00	0.00	1,050.00	1,050.00	1,050.00	%
	210 Insurance - Dental	2.95	15.99	115.00	115.00	99.01	14 %
	215 Insurance - Vision	0.45	2.50	25.00	25.00	22.50	10 %
	225 Retirement - PERS expense	13.62	383.57	1,135.00	1,135.00	751.43	34 %
	305 Operations and maintenance	0.00	3,224.21	3,700.00	3,700.00	475.79	87 %
	310 Phone and fax expense	11.75	58.41	0.00	0.00	-58.41	%
	320 Printing and reproduction	0.00	12.91	75.00	75.00	62.09	17 %
	325 Professional svcs - Accounting	30.00	558.00	750.00	750.00	192.00	74 %
	340 Meetings and conferences	0.00	0.00	300.00	300.00	300.00	%
	351 Repairs and maint - equip	0.00	0.00	500.00	500.00	500.00	%
	353 Repairs & Maint- Infrastructure	0.00	0.00	500.00	500.00	500.00	%
	354 Repairs and maint - vehicles	0.00	367.50	0.00	0.00	-367.50	%
	381 Utilities - electric	1,340.12	18,244.01	15,000.00	15,000.00	-3,244.01	122 %
	385 Dues and subscriptions	0.00	159.29	0.00	0.00	-159.29	%
	440 Vehicle Replacement Fund	0.00	0.00	10,000.00	10,000.00	10,000.00	%
	485 Fuel expense	0.00	12.88	0.00	0.00	-12.88	%
	490 Small tools and equipment	0.00	392.80	500.00	500.00	107.20	79 %
	500 Capital Outlay	0.00	0.00	12,500.00	12,500.00	12,500.00	%
	715 Licenses, permits and fees	1.75	69.75	0.00	0.00	-69.75	%
	905	0.00	0.00	44,430.00	44,430.00	44,430.00	%
	Account Total:	2,002.33	31,447.86	107,580.00	107,580.00	76,132.14	29 %
	Account Group Total:	2,002.33	31,447.86	107,580.00	107,580.00	76,132.14	29 %
70000	Transfer Out						
70000	Transfer Out						
	327 Professional svcs - Legal (General)	0.00	44,425.00	0.00	0.00	-44,425.00	%
	440 Vehicle Replacement Fund	0.00	10,000.00	10,000.00	10,000.00	0.00	100 %
	Account Total:	0.00	54,425.00	10,000.00	10,000.00	-44,425.00	544 %
	Account Group Total:	0.00	54,425.00	10,000.00	10,000.00	-44,425.00	544 %
	Fund Total:	2,002.33	85,872.86	117,580.00	117,580.00	31,707.14	73 %

40 WASTEWATER DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
64000	Sanitary						
64000	Sanitary						
	105 Salaries and Wages	11,350.48	127,712.54	141,150.00	141,150.00	13,437.46	90 %
	109 Stand-by Hours	409.64	3,930.20	0.00	0.00	-3,930.20	%
	110 Payroll tax expense	0.00	5,117.78	0.00	0.00	-5,117.78	%
	120 Workers' Compensation	0.00	12,084.13	8,325.00	8,325.00	-3,759.13	145 %
	130 Payroll Tax - Fed W/H	0.00	10,233.27	38,200.00	38,200.00	27,966.73	27 %
	135 Payroll Tax - FICA	222.71	3,923.11	691.00	691.00	-3,232.11	568 %
	140 Payroll Tax - Medicare	169.88	1,908.80	2,050.00	2,050.00	141.20	93 %
	155 Payroll Tax - SUI	40.20	951.75	12,150.00	12,150.00	11,198.25	8 %
	160 Payroll Tax - ETT	11.75	132.06	2,665.00	2,665.00	2,532.94	5 %
	165 Payroll Tax - FUTA	66.99	1,649.19	1,710.00	1,710.00	60.81	96 %
	205 Insurance - Health	612.14	6,144.10	13,788.00	13,788.00	7,643.90	45 %
	210 Insurance - Dental	76.33	652.41	1,476.00	1,476.00	823.59	44 %
	215 Insurance - Vision	11.53	101.24	245.00	245.00	143.76	41 %
	225 Retirement - PERS expense	745.66	10,877.81	12,445.00	12,445.00	1,567.19	87 %
	305 Operations and maintenance	481.38	12,814.00	5,500.00	5,500.00	-7,314.00	233 %
	306 Water & Sewer Rate Study	0.00	0.00	32,440.00	32,440.00	32,440.00	%
	310 Phone and fax expense	188.91	1,498.54	0.00	0.00	-1,498.54	%
	315 Postage, shipping and freight	250.00	2,605.87	2,600.00	2,600.00	-5.87	100 %
	320 Printing and reproduction	0.00	242.66	500.00	500.00	257.34	49 %
	324 Professional Svcs- Consulting	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	325 Professional svcs - Accounting	400.00	6,920.00	2,500.00	2,500.00	-4,420.00	277 %
	326 Professional svcs - Engineering	0.00	6,229.29	3,000.00	3,000.00	-3,229.29	208 %
	329 New Hire Screening	0.00	20.00	0.00	0.00	-20.00	%
	331 Professional Services - Legal (SLOCEA)	1,303.86	1,303.86	0.00	0.00	-1,303.86	%
	340 Meetings and conferences	0.00	0.00	300.00	300.00	300.00	%
	345 Mileage expense reimbursement	71.42	387.04	200.00	200.00	-187.04	194 %
	351 Repairs and maint - equip	13.47	20,164.10	14,000.00	14,000.00	-6,164.10	144 %
	352 Repairs and maint - structures	846.00	1,321.00	925.00	925.00	-396.00	143 %
	353 Repairs & Maint- Infrastructure	0.00	314.55	3,700.00	3,700.00	3,385.45	9 %
	354 Repairs and maint - vehicles	0.00	1,237.56	1,500.00	1,500.00	262.44	83 %
	355 Testing & Supplies (WWTP)	0.00	1,559.00	3,750.00	3,750.00	2,191.00	42 %
	380 Utilities - alarm service	56.95	481.65	1,125.00	1,125.00	643.35	43 %
	381 Utilities - electric	6,140.09	70,712.61	67,000.00	67,000.00	-3,712.61	106 %
	382 Utilities - propane	0.00	417.97	350.00	350.00	-67.97	119 %
	383 Utilities - trash	47.74	572.88	625.00	625.00	52.12	92 %
	385 Dues and subscriptions	86.00	2,265.40	1,500.00	1,500.00	-765.40	151 %
	386 Education and training	0.00	307.50	1,250.00	1,250.00	942.50	25 %
	393 Advertising and public notices	0.00	100.00	300.00	300.00	200.00	33 %
	410 Office Supplies	0.00	96.96	750.00	750.00	653.04	13 %
	420 Equipt. & Supplies	0.00	754.25	2,800.00	2,800.00	2,045.75	27 %
	432 Utility Rate Design Study	0.00	2,085.00	34,000.00	34,000.00	31,915.00	6 %
	440 Vehicle Replacement Fund	0.00	0.00	3,000.00	3,000.00	3,000.00	%
	459 Scada - Maintenance Fees	0.00	3,978.50	1,000.00	1,000.00	-2,978.50	398 %
	485 Fuel expense	162.11	2,649.56	3,175.00	3,175.00	525.44	83 %
	490 Small tools and equipment	0.00	180.91	675.00	675.00	494.09	27 %
	495 Uniform expense	0.00	317.25	550.00	550.00	232.75	58 %
	500 Capital Outlay	0.00	37,905.62	0.00	0.00	-37,905.62	%
	553 Manholes and Valve Raising	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	570 Repairs, Maint. and Video Sewer Lines	0.00	11,297.50	9,975.00	9,975.00	-1,322.50	113 %

40 WASTEWATER DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	582 WWTP Plant Maintenance	0.00	7,755.45	9,000.00	9,000.00	1,244.55	86 %
	585 Sludge Removal Project	0.00	2,695.06	250.00	250.00	-2,445.06	*** %
	705 Waste Discharge Fees/Permits	0.00	14,929.00	25,000.00	25,000.00	10,071.00	60 %
	715 Licenses, permits and fees	20.00	5,442.06	2,500.00	2,500.00	-2,942.06	218 %
	805 Refundable Water/Sewer/Hydrant Deposit	0.00	326.19	0.00	0.00	-326.19	%
	905	0.00	0.00	82,047.00	82,047.00	82,047.00	%
	920 Credit Card Service Fees	0.00	6.59	0.00	0.00	-6.59	%
	925 Bank service charges	0.00	177.18	0.00	0.00	-177.18	%
	960 Property tax expense	0.00	31.24	150.00	150.00	118.76	21 %
	Account Total:	23,785.24	407,522.19	555,832.00	555,832.00	148,309.81	73 %
	Account Group Total:	23,785.24	407,522.19	555,832.00	555,832.00	148,309.81	73 %
70000	Transfer Out						
70000	Transfer Out						
	327 Professional svcs - Legal (General)	0.00	82,041.00	82,470.00	82,470.00	429.00	99 %
	440 Vehicle Replacement Fund	0.00	3,000.00	3,000.00	3,000.00	0.00	100 %
	Account Total:	0.00	85,041.00	85,470.00	85,470.00	429.00	99 %
	Account Group Total:	0.00	85,041.00	85,470.00	85,470.00	429.00	99 %
	Fund Total:	23,785.24	492,563.19	641,302.00	641,302.00	148,738.81	77 %

50 WATER DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
65000	Water						
65000	Water						
105	Salaries and Wages	11,551.17	145,693.17	141,150.00	141,150.00	-4,543.17	103 %
109	Stand-by Hours	409.62	3,930.20	0.00	0.00	-3,930.20	%
110	Payroll tax expense	0.00	5,117.76	0.00	0.00	-5,117.76	%
120	Workers' Compensation	0.00	12,084.13	8,270.00	8,270.00	-3,814.13	146 %
130	Payroll Tax - Fed W/H	0.00	10,233.26	38,200.00	38,200.00	27,966.74	27 %
135	Payroll Tax - FICA	282.47	4,169.77	6,235.00	6,235.00	2,065.23	67 %
140	Payroll Tax - Medicare	172.78	2,167.27	2,050.00	2,050.00	-117.27	106 %
155	Payroll Tax - SUI	40.20	1,048.17	12,200.00	12,200.00	11,151.83	9 %
160	Payroll Tax - ETT	11.93	150.12	2,670.00	2,670.00	2,519.88	6 %
165	Payroll Tax - FUTA	66.99	1,793.35	1,705.00	1,705.00	-88.35	105 %
205	Insurance - Health	643.08	8,289.46	13,788.00	13,788.00	5,498.54	60 %
210	Insurance - Dental	79.70	695.52	1,476.00	1,476.00	780.48	47 %
215	Insurance - Vision	12.03	107.44	245.00	245.00	137.56	44 %
225	Retirement - PERS expense	761.17	10,880.32	12,337.00	12,337.00	1,456.68	88 %
305	Operations and maintenance	481.38	9,076.41	4,500.00	4,500.00	-4,576.41	202 %
310	Phone and fax expense	188.91	1,498.47	0.00	0.00	-1,498.47	%
315	Postage, shipping and freight	250.00	2,772.53	2,108.00	2,108.00	-664.53	132 %
320	Printing and reproduction	0.00	242.67	575.00	575.00	332.33	42 %
325	Professional svcs - Accounting	400.00	6,920.00	2,500.00	2,500.00	-4,420.00	277 %
326	Professional svcs - Engineering	0.00	5,165.54	3,500.00	3,500.00	-1,665.54	148 %
329	New Hire Screening	0.00	20.00	0.00	0.00	-20.00	%
331	Professional Services - Legal (SLOCEA)	1,303.86	1,303.86	0.00	0.00	-1,303.86	%
332	Professional Services - Legal	11,581.77	11,581.77	0.00	0.00	-11,581.77	%
340	Meetings and conferences	0.00	0.00	750.00	750.00	750.00	%
345	Mileage expense reimbursement	71.43	501.82	300.00	300.00	-201.82	167 %
351	Repairs and maint - equip	13.46	773.57	3,500.00	3,500.00	2,726.43	22 %
352	Repairs and maint - structures	846.00	1,164.00	1,000.00	1,000.00	-164.00	116 %
353	Repairs & Maint- Infrastructure	36.89	14,199.31	8,000.00	8,000.00	-6,199.31	177 %
354	Repairs and maint - vehicles	0.00	1,237.55	1,500.00	1,500.00	262.45	83 %
355	Testing & Supplies (WWTP)	0.00	25.00	0.00	0.00	-25.00	%
356	Testing & Supplies - Well #3 (Water)	360.04	2,075.23	2,000.00	2,000.00	-75.23	104 %
357	Testing & Supplies - Well #4 (Water)	543.00	2,242.21	2,000.00	2,000.00	-242.21	112 %
358	Testing & Supplies-SLT Well (Water)	0.00	4,563.57	5,000.00	5,000.00	436.43	91 %
359	Testing & Supplies-Other	145.00	5,015.28	7,800.00	7,800.00	2,784.72	64 %
362	Cross-Connection Control Svcs.	263.60	836.10	1,200.00	1,200.00	363.90	70 %
380	Utilities - alarm service	56.95	751.65	0.00	0.00	-751.65	%
381	Utilities - electric	3,359.02	36,215.07	31,000.00	31,000.00	-5,215.07	117 %
382	Utilities - propane	0.00	417.96	350.00	350.00	-67.96	119 %
383	Utilities - trash	47.73	572.76	650.00	650.00	77.24	88 %
385	Dues and subscriptions	86.00	3,870.40	6,875.00	6,875.00	3,004.60	56 %
386	Education and training	0.00	422.05	1,200.00	1,200.00	777.95	35 %
387	Education and training: Training	0.00	50.00	0.00	0.00	-50.00	%
393	Advertising and public notices	0.00	245.28	210.00	210.00	-35.28	117 %
400	Supplies	0.00	0.00	150.00	150.00	150.00	%
410	Office Supplies	0.00	96.96	750.00	750.00	653.04	13 %
420	Equipt. & Supplies	0.00	754.23	8,000.00	8,000.00	7,245.77	9 %
425	Well #3 Rehab - Capital Project	0.00	1,179.20	0.00	0.00	-1,179.20	%
431	SLT Blending Line - CDBG Project	455.00	42,073.21	18,123.00	18,123.00	-23,950.21	232 %
432	Utility Rate Design Study	0.00	2,085.00	32,440.00	32,440.00	30,355.00	6 %

50 WATER DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	433 K Street Waterline Replacement	1,450.58	18,342.08	25,200.00	25,200.00	6,857.92	73 %
	440 Vehicle Replacement Fund	0.00	0.00	3,000.00	3,000.00	3,000.00	%
	459 Scada - Maintenance Fees	0.00	1,109.50	1,000.00	1,000.00	-109.50	111 %
	470 Communication equipment	0.00	0.00	100.00	100.00	100.00	%
	481 Chemicals- Well #3	0.00	1,397.31	2,500.00	2,500.00	1,102.69	56 %
	482 Chemicals-Well #4	0.00	2,731.75	2,500.00	2,500.00	-231.75	109 %
	483 Chemicals-SLT Well	0.00	344.13	1,550.00	1,550.00	1,205.87	22 %
	485 Fuel expense	162.12	2,603.41	3,200.00	3,200.00	596.59	81 %
	490 Small tools and equipment	0.00	226.04	800.00	800.00	573.96	28 %
	495 Uniform expense	0.00	84.80	550.00	550.00	465.20	15 %
	500 Capital Outlay	0.00	86,434.91	0.00	0.00	-86,434.91	%
	516 Water Projects Well 3	0.00	571.12	0.00	0.00	-571.12	%
	520 Water Main Valves Replacement	0.00	0.00	4,250.00	4,250.00	4,250.00	%
	525 Water meter replacement	0.00	28,522.01	23,000.00	23,000.00	-5,522.01	124 %
	535 Water Lines Repairs	0.00	1,582.16	3,000.00	3,000.00	1,417.84	53 %
	553 Manholes and Valve Raising	0.00	0.00	1,200.00	1,200.00	1,200.00	%
	605 USDA Loan Payment	0.00	41,480.59	41,000.00	41,000.00	-480.59	101 %
	710 County hazmat dues	0.00	981.00	0.00	0.00	-981.00	%
	715 Licenses, permits and fees	20.00	6,695.70	7,500.00	7,500.00	804.30	89 %
	805 Refundable Water/Sewer/Hydrant Deposit	0.00	3,035.40	200.00	200.00	-2,835.40	*** %
	905	0.00	0.00	82,041.00	82,041.00	82,041.00	%
	920 Credit Card Service Fees	0.00	6.58	0.00	0.00	-6.58	%
	925 Bank service charges	0.00	177.17	0.00	0.00	-177.17	%
	960 Property tax expense	0.00	162.52	100.00	100.00	-62.52	163 %
	Account Total:	36,153.88	562,796.78	588,998.00	588,998.00	26,201.22	96 %
	Account Group Total:	36,153.88	562,796.78	588,998.00	588,998.00	26,201.22	96 %
70000	Transfer Out						
70000	Transfer Out						
	327 Professional svcs - Legal (General)	0.00	82,041.00	0.00	0.00	-82,041.00	%
	440 Vehicle Replacement Fund	0.00	3,000.00	0.00	0.00	-3,000.00	%
	Account Total:	0.00	85,041.00	0.00	0.00	-85,041.00	%
	Account Group Total:	0.00	85,041.00	0.00	0.00	-85,041.00	%
	Fund Total:	36,153.88	647,837.78	588,998.00	588,998.00	-58,839.78	110 %

60 SOLID WASTE DEPARTMENT

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
66000	SOLID WASTE						
66000	SOLID WASTE						
	320 Printing and reproduction	0.00	2.15	0.00	0.00	-2.15	%
	325 Professional svcs - Accounting	5.00	47.50	2,500.00	2,500.00	2,452.50	2 %
	327 Professional svcs - Legal (General)	4,831.60	4,831.60	0.00	0.00	-4,831.60	%
	340 Meetings and conferences	0.00	0.00	500.00	500.00	500.00	%
	384 Trash Recepticles	0.00	0.00	900.00	900.00	900.00	%
	385 Dues and subscriptions	0.00	0.00	100.00	100.00	100.00	%
	393 Advertising and public notices	0.00	0.00	250.00	250.00	250.00	%
	905	0.00	0.00	508.00	508.00	508.00	%
	Account Total:	4,836.60	4,881.25	4,758.00	4,758.00	-123.25	103 %
	Account Group Total:	4,836.60	4,881.25	4,758.00	4,758.00	-123.25	103 %
70000	Transfer Out						
70000	Transfer Out						
	327 Professional svcs - Legal (General)	0.00	508.00	508.00	508.00	0.00	100 %
	Account Total:	0.00	508.00	508.00	508.00	0.00	100 %
	Account Group Total:	0.00	508.00	508.00	508.00	0.00	100 %
	Fund Total:	4,836.60	5,389.25	5,266.00	5,266.00	-123.25	102 %
	Grand Total:	179,242.59	2,099,127.72	2,164,636.00	2,164,636.00	45,381.28	97 %



San Miguel Community Services District

Board of Directors Staff Report

June 29, 2017

AGENDA ITEM: XI - 7

SUBJECT: Consider Adoption of **Resolution No. 2017-38** Adopting the 2017-18 Operations and Maintenance Budget

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Resolution No. 2017- 38 adopting the fiscal year 2017-18 operations and maintenance budget.

BACKGROUND:

The District operates on a fiscal year basis which is July – June. The annual operations and maintenance (O & M) budget of any agency is a spending plan for the upcoming fiscal year to provide services. Due to staff turnover, a consultant is working with materials provided by District staff to develop the budget for the coming year. It should be noted that the proposed budget for consideration has not been prepared using the Black Mountain System though materials from the financial system have been utilized for preparation.

Many of the accounts have likely remained the same as the continuing appropriations adopted by the Board at their June 29th meeting. However, the action before the Board is for the 2017-18 budget which this time includes projected revenues and appropriations for all funds. There were some actions taken at the last Board meeting that may have not yet been processed in the financial system for budget amendments, thus, it made it difficult for budgeting purposes for this fiscal year. As such, a recommendation has been included in the resolution before the Board to allow the Interim General Manager the administrative ability to “carryover” those funds to this fiscal year in case they were missed in the budget.

Staffing Changes

The Board recently approved two re has been authorization given to fund two newly created positions Board Clerk (salary \$55,000 per year per contract plus benefits) and the Utility Director (salary \$100,000 per year per contract plus benefits), as well as recruiting for both an Account Clerk I and a Utility Operator I position at their June 29, 2017 meeting. A future budget amendment

{CW043647.1}

may need to take place depending on the Board action taken related to the General Manager position.

Development Project activity

Based on receipts in fiscal year 2016-17, it would be anticipated, that a Board item would be brought forward at the August meeting to move impact fees and water and sewer connection fees collected from projects such as Jazzy Town, Phase 2 to the appropriate HOB bank account.

Fiscal Impact:

The action before the District Board seeks to adopt the fiscal year 2017-18 Operations and Maintenance Budget. The legal expenses, particularly in the Water Fund, cause an appropriation larger than the revenues anticipated, even factoring in a transfer to cover. Fund Balance, or working capital is available to cover the overage in the HOB – General Account.

Staff Recommendation:

It is recommended that the Board discuss the budgetary information and adopt the 2017-18 Operations and Maintenance Budget.

PREPARED BY:

Joan Michaels Aguilar

Joan Michaels Aguilar

Attachment:

Exhibit A: Resolution 2017- 38 for Budget Adoption and Excel Worksheets

Note: Black Mountain Budget input pending and may be available by the District Board meeting

RESOLUTION NO. 2017- 38

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT (SMCSD) FOR ADOPTING THE
2017-18 OPERATIONS AND MAINTENANCE BUDGET**

WHEREAS, San Miguel Community Services District (“District”) is a community services district formed under California Government Code Section 61000 et. Seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

WHEREAS, the Board adopted a Continuing Appropriations Resolution on June 29, 2017, to pay necessary normal costs, but now desires to adopt the fiscal year 2017-18 operations and maintenance budget as presented.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving and adopting the 2017-18 fiscal year operations and maintenance budget.

BE IT FURTHER RESOLVED, the Interim General Manager is hereby authorized to approve the carryover of items that may have been recently approved via a budget amendment for appropriation in the 2017-18 budget.

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 ___ day of _____, 2017.

Anthony Kalvans, Board President

ATTEST:

Tamara Parent, Board Secretary

**San Miguel Community Services District
Budget 17-18
10 Administration Department**

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
40370	Myers Restitution			5	-	-	(5)
46000	Revenues & Interest	590	4,408		5	-	-
46010	Transfer In			-	165,500	-	-
46020	Transfer In Fire (16.5%)			58,150	44,084	94,392	36,242
46030	Transfer In Lighting (3%)			44,425	8,015	17,162	(27,263)
46040	Transfer In Sewer (40%)			82,041	106,870	228,830	146,789
46050	Transfer In Water (40%)			82,041	106,870	228,830	146,789
46060	Transfer In Solid Waste (0.5%)			41,883	1,336	2,860	(39,023)
46100	Realized Earnings		2,778			-	-
46150	Misc Income	106	137,317		100	-	-
46151	Refund/Adjustments		241		67	-	-
46185	Boardroom Rental Fees				100	-	-
		696	144,744	308,545	432,947	572,075	263,530

Appropriations

Account	Object	Actual 14-15	Actual 15-16	Adopted 16-17	Projected 16-17	Continuing Appropriation	Proposed 17-18	Variance
61000 - Administration								
105	Salaries & Wages		-	-	-	-	228,430	228,430
120	Workers Compensation			-	-	-	1,000	1,000
135	Payroll Tax - FICA			-	-	-	500	500
140	Payroll Tax - Medicare			-	-	-	100	100
155	Payroll Tax - SUI			-	-	-	1,000	1,000
160	Payroll Tax - ETT			-	-	-	200	200
165	Payroll tax - FUTA			-	-	-	2,000	2,000
205	Insurance Health			-	-	-	7,800	7,800
210	Insurance Dental			-	-	-	3,000	3,000
215	Insurance Vision			-	-	-	1,200	1,200
225	Retirement-PERS			-	-	-	27,444	27,444
111	BOD Stipend		5,100	5,000	5,600	5,000	6,000	1,000
305	Operations & Maint - Bldg Maint		945	-	1,951	-	3,300	3,300
310	Phone & Fax expense			4,710	2,862	4,710	3,000	(1,710)
315	Postage, shipping & freight			10	32	10	50	40
320	Printing & reproduction		496	300	352	300	500	200
324	Professional Services - Consulting			10,000	-	10,000	-	(10,000)
325	Professional Services - Accounting			-	6,781	-	21,000	21,000
326	Professional Services-Engineering			-	192	-	17,500	17,500
327	Professional Services-Legal (General)		93,546	52,500	252,084	52,500	65,000	12,500
328	Insurance - Property & Liability			24,000	22,436	24,000	3,000	(21,000)
330	Contract Labor				-	-	15,000	15,000
331	Professional Services (PERB & MOU)			69,000	78,489	69,000	120,000	51,000
332	Professional Services (Steinbeck)			44,000	* to Water	44,000	-	(44,000)
340	Meetings & Conferences	20		1,200	402	1,200	500	(700)
345	Mileage expense reimbursement	47	13	400	448	400	500	100
350	Repairs & maint- computers			-	-	-	500	500
351	Repairs & maint - equip			-	580	-	500	500
352	Repairs & maint - structures	-	-	2,750	1,925	2,750	1,000	(1,750)
375	Internet Expenses (Charter)			4,116	127	4,116	3,917	(199)
376	Webpage-Upgrade/Maintenance			2,400	3,800	2,400	5,880	3,480
385	Dues and subscriptions			5,130	312	5,130	500	(4,630)

386	Education and training		5,447	4,800	-	4,800	4,000	(800)
393	Advertising & public notices			-	83	-	500	500
394	LAFCO Allocations			5,500	5,541	5,500	6,075	575
395	Community Outreach				578			-
405	Software			5,100	5,344	5,100		(5,100)
410	Office Supplies		802	5,200	4,133	5,200	4,000	(1,200)
415	Office Equipment			5,000	5,106	5,000	-	(5,000)
465	Cell phones, radios			1,680	1,330	1,680	500	(1,180)
475	Computer Supplies & Upgrades			24,118	41,638	24,118	-	(24,118)
715	Licenses, permits & fees				50		-	-
910	Tax penalties & late fees				1,398		-	-
911	Finance Charge/Late Fees				40		-	-
920	Credit Card Service Charge				60		-	-
925	Bank Service Charges				671		-	-
930	Interest Fees				138		-	-
		67	106,349	276,914	444,483	276,914	555,396	5,808

San Miguel Community Services District
Budget 17-18
20 Fire Protection Department

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
40220	Weed Abatement Fees	1,662	1,646	450	1,097	1,100	650
40300	Fireworks Permit Fees		1,800	800	1,800	1,800	1,000
40320	Fire Impact Fees	4,016	55,217	10	72,090	-	(10)
40410	Mutual Aid Fires		6,896				-
40420	Ambulance Reimbursement	4,364	4,431	3,200	3,362	3,400	200
40440	CDBG Grant			105,000	105,000	-	(105,000)
40500	VFA Assistance Grant			5	8,424	-	(5)
42200	Fire Recovery Program			5			(5)
43000	Property Taxes Collected	45,034	289,090	308,300	322,649	337,351	29,051
44000	Forestry & Fire Protection Reimb		61,224	30,000	9,983	10,000	(20,000)
46000	Revenues and Interest	850	38	50	304	300	250
46010	Transfers In			90,375	30,000	70,000	(20,375)
46100	Realized Earnings			-	208	-	-
46150	Misc Income			5		-	(5)
46151	Refund/Adjustments	766	3,948	5	1,263	1,000	995
46155	Will Serve Processing Fees	117		10	150	100	90
46156	Reimbursement of State	215					-
46175	Sale of Surplus Property	4,116		5	4,000	4,200	4,195
		61,140	424,290	538,220	560,330	429,251	(108,969)

Appropriations

Account	Object	Actual 14-15	Actual 15-16	Adopted 16-17	Projected 16-17	Continuing Appropriation	Proposed 17-18	Variance
62000 - Fire								
105	Salaries & Wages	88,828	44,471	75,350	61,161	75,350	60,000	(15,350)
110	Payroll Tax Expense	2,174	-	-	2,111	-	-	-
115	Payroll Expenses	-	402	-	-	-	-	-
120	Workers Compensation	7,730	6,968	7,474	4,985	7,474	7,700	226
121	Physicals	-	1,200	1,600	890	1,600	2,600	1,000
125	Volunteer Firefighter stipends	(23,829)	21,632	44,281	30,267	44,281	34,000	(10,281)
126	Strike Team Pay - VFF OES	(37,616)	33,379	37,523	25,573	37,523	23,000	(14,523)
130	Payroll Tax - Fed W/H	(811)	-	22,096	4,221	22,096	4,000	(18,096)
135	Payroll Tax - FICA	236	3,435	75	3,967	75	3,910	3,835
140	Payroll Tax - Medicare	186	1,437	1,734	1,701	1,734	1,845	111
155	Payroll Tax - SUI	262	1,688	6,202	3,370	6,202	3,500	(2,702)
160	Payroll Tax - ETT	(159)	81	55	116	55	200	145
165	Payroll tax - FUTA	708	3,799	5,687	4,164	5,687	5,000	(687)
205	Insurance Health	4,043	418	5,694	264	5,694	-	(5,694)
210	Insurance Dental	1,115	36	609	89	609	-	(609)
215	Insurance Vision	432	6	150	14	150	-	(150)
225	Retirement-PERS	1,201	48	5,090	958	5,090	-	(5,090)
305	Operations & Maint	3,342	1,948	2,900	2,600	2,900	3,000	100
310	Phone & Fax expense	558	455	-	275	-	-	-
315	Postage, shipping & freight	518	604	625	414	625	500	(125)
320	Printing & reproduction	118	-	200	350	200	350	150
325	Professional Services - Accounting	585	-	2,500	2,855	2,500	-	(2,500)
326	Professional Services-Engineering	41	2,676	-	-	-	-	-
327	Professional Services-Legal (General)	2,790	4,650	-	-	-	-	-
328	Insurance - Property & Liability	7,784	2,219	-	-	-	8,000	8,000
330	Contract Labor	1,878	3,818	-	-	-	-	-
335	Meals Reimbursement	132	84	500	125	500	525	25
340	Meetings & Conferences	-	-	750	-	750	750	-
345	Mileage expense reimbursement	66	-	350	-	350	670	320
350	Repairs & maint- computers	888	397	-	-	-	-	-
351	Repairs & maint - equip	4,012	4,526	1,500	5,633	1,500	5,200	3,700
352	Repairs & maint - structures	405	259	350	5,933	350	365	15
354	Repairs & maint - vehicles	5,760	8,627	9,500	9,218	9,500	9,500	-
370	Dispatch Services (Fire)	5,340	6,414	8,082	8,082	8,082	8,410	328
375	Internet Expenses (Charter)	122	54	-	-	-	-	-

380	Utilities - Alarm Service	63	18	285	6	285	180	(105)
381	Utilities - Electric	2,726	1,585	1,850	404	1,850	950	(900)
382	Utilities - Propane	146	164	250	255	250	300	50
383	Utilities - trash	19	-	-	-	-	-	-
385	Dues and subscriptions	5,013	1,627	1,975	2,901	1,975	2,500	525
386	Education and training	1,042	401	11,526	4,075	11,526	6,500	(5,026)
387	Education & training materials	-	-	-	-	-	4,000	4,000
393	Advertising & public notices	50	88	1,025	-	1,025	200	(825)
394	LAFCO Allocations	395	467	-	-	-	-	-
395	Community Outreach	907	395	923	628	923	3,000	2,077
400	Supplies	3	22	-	502	-	-	-
410	Office Supplies	(44)	463	-	-	-	-	-
420	Equip & Supplies	-	-	-	1,157	-	1,500	-
440	Vehicle Equip Replacement	-	-	30,000	-	-	-	(30,000)
450	EMS Supplies	1,704	1,815	2,500	829	2,500	3,000	500
455	Fire Safety Gear & Equip	28,778	4,214	10,600	21,534	10,600	10,000	(600)
456	VFF Assistance Grant	-	14,269	-	-	-	-	-
460	Fire equipment	-	-	-	384	-	-	-
465	Cell phones, radios	763	713	-	-	-	500	500
470	Communication equip	2,414	3,189	15,050	1,418	15,050	4,500	(10,550)
475	Computer Supplies & Upgrades	13	28	-	-	-	-	-
485	Fuel expense	5,194	5,089	6,500	3,203	6,500	6,765	265
490	Small tools & equip	1,097	394	1,500	710	1,500	1,000	(500)
495	Uniform Expense	1,749	4,698	4,610	2,363	4,610	3,450	(1,160)
500	Capital Outlay	-	4,160	-	-	-	40,000	40,000
503	Weed abatement Costs	2,160	2,734	2,810	4,935	2,810	3,200	390
505	Fire Training Grounds	2,272	1,895	2,900	1,055	2,900	3,000	100
510	Fire Station Addition	-	-	49,000	29,234	-	19,766	(29,234)
710	County hazmat dues	1,000	2,000	2,000	2,000	2,000	2,000	-
715	Licenses, permits & fees	696	54	350	128	350	700	350
820	Fireworks clean-up	(1,400)	1,000	1,000	-	1,000	-	(1,000)
905	????	-	-	58,150	-	58,150	-	(58,150)
960	Property tax expense	142	721	735	268	735	250	(485)
999	NO DESCRIPTION	-	-	10	-	-	-	(10)
		135,741	207,934	446,426	257,325	367,416	300,286	(147,640)

70000 Transfers Out

327 Professional Services-Legal	-	-	58,150	58,150	58,150	94,392	36,242
440 Vehicle Replacement Fund	-	-	30,000	30,000	30,000	30,000	-
	-	-	88,150	88,150	88,150	124,392	36,242

Fire Department Fund Total	135,741	207,934	534,576	345,475	455,566	424,678	(111,398)
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San Miguel Community Services District
Budget 17-18
30 Street Lighting Department

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
43000	Property Taxes Collected	12,741	79,893	80,000	92,895	93,488	13,488
46000	Revenues and Interest	868	38	25	65	50	25
46010	Transfers In			44,425	10,000	104,392	59,967
46100	Realized Earnings			5	44		(5)
46150	Misc Income	306		-	400		-
46151	Refund/Adjustments	124	3,948	5	285	200	195
46156	Reimbursement of State	215					-
46180	Public Records Requests			5	-		(5)
		14,254	83,879	124,465	103,689	198,130	73,665

Appropriations

Account	Object	Actual 14-15	Actual 15-16	Adopted 16-17	Projected 16-17	Continuing Appropriation	Proposed 17-18	Variance
63000 Lighting								
105	Salaries & Wages	16,158	6,406	12,520	5,011	12,520	6,600	(5,920)
110	Payroll Tax Expense	17			448	-	-	-
115	Payroll Expenses		329			-	-	-
120	Workers Compensation	243	2,363	750	1,057	750	465	(285)
130	Payroll Tax - Fed W/H	(811)		1,625	895	1,625	1,000	(625)
135	Payroll Tax - FICA	45	221	664	281	664	500	(164)
140	Payroll Tax - Medicare	16	87	182	83	182	100	(82)
155	Payroll Tax - SUI	4	54	190	54	190	100	(90)
160	Payroll Tax - ETT		4	200	6	200	100	(100)
165	Payroll tax - FUTA	30	84	869	111	869	150	(719)
205	Insurance Health	1,013	494	1,050		1,050	720	(330)
210	Insurance Dental	24	33	115	16	115	36	(79)
215	Insurance Vision	4	5	25	3	25	15	(10)
225	Retirement-PERS	727	1,791	1,135	384	1,135	793	(342)
305	Operations & Maint	1,127	222	3,700	3,224	3,700	3,900	200
310	Phone & Fax expense	87	237	-	58	-		-
315	Postage and shipping						100	100
320	Printing & reproduction	31	41	75	13	75	100	25
325	Professional Services - Accounting	585		750	558	750	-	(750)
327	Professional Services-Legal (General)	2,281	4,284			-		-
328	Insurance - Property & Liability	745	2,219			-	500	500
330	Contract Labor	(103)	3,818			-		-
340	Meetings & Conferences			300		300	350	50
345	Mileage expense reimbursement	12				-	150	150
350	Repairs & maint- computers	472				-	-	-
351	Repairs & maint - equip		663	500		500	1,000	500
353	Repairs & maint - Infrastructure			500			24,000	23,500
354	Repairs & maint - vehicle			-	367		-	-
375	Internet Expenses	35	30			-	-	-
381	Utilities - Electric	15,156	12,628	15,000	18,244	15,000	20,000	5,000
382	Utilities - Propane	56	42	-	-	-	-	-

383	Utilities - trash		(476)				-	-	-
385	Dues and subscriptions		242		-	159	-	-	-
393	Advertising & public notices		(200)	11			-	-	-
394	LAFCO Allocations		395	467			-	-	-
400	Supplies		3	-	-	-	-	-	-
405	Software		910	533			-	-	-
410	Office Supplies		(211)	294			-	-	-
415	Office Equipment			1,744			-	-	-
420	Equipment & Supplies							1,500	1,500
440	Vehicle Replacement Fund				10,000	-	-		
465	Cell phones, radios		6	13	-		-	-	-
475	Computer Supplies & Upgrades			6			-	-	-
485	Fuel expense			185	-	13	-	50	50
490	Small tools & equip				500	393	500	6,500	6,000
500	Capital Outlay			5,655	12,500		12,500	-	(12,500)
715	Licenses Permits & Fees					70		-	-
905	????				44,430			-	(44,430)
			38,623	44,963	107,580	31,448	52,650	68,729	(28,851)

70000 Transfers Out

327 Professional Services-Legal	-	-	-	44,425	-	94,392	94,392
440 Vehicle Replacement Fund	-	-	10,000	10,000	10,000	10,000	-
	-	-	10,000	54,425	10,000	104,392	94,392

Lighting Fund Total	38,623	44,963	117,580	85,873	62,650	173,121	65,541
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San Miguel Community Services District
Budget 17-18
Waste Water 40

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
40440	CDBG Grant	374,288					
40750	Solid Waste Contract	28,529	15,007				
40760	Sludge Bed - County	300					
40850	Wastewater Hook-up Fees	220,298	282,610	10	124,980	-	(10)
40900	Wastewater Sales	297,324	308,489	350,000	331,695	341,645	(8,355)
40910	Wastewater Late Charges	11,286	9,882	4,000	5,439	5,500	1,500
43000	Property Taxes Collected	7,320	45,627	47,200	49,612	51,302	4,102
46000	Revenues and Interest	2,066	153	50	736	700	650
46010	Transfers In			73,815	3,000	97,000	23,185
46100	Realized Earnings			5	(388)		(5)
46151	Refund/Adjustments	(3,041)	3,987	1,000	3,117	1,000	-
46153	Plan Check Fees			100			(100)
46155	Will Serve Processing Fees	234				-	-
46156	Reimbursement of State	859		5		-	(5)
46175	Sale of Surplus Property	94		10		-	(10)
46180	Public Records Requests	4		10		10	-
		939,561	665,755	476,205	518,191	497,157	20,952

Appropriations

Account	Object	Actual 14-15	Actual 15-16	Adopted 16-17	Projected 16-17	Continuing Appropriation	Proposed 17-18	Variance
64000 Sanitary								
105	Salaries & Wages	96,990	120,233	141,150	108,419	141,150	103,400	(37,750)
109	Standby hours	-	-	-	-	-	7,500	7,500
120	Workers Compensation	9,639	7,000	8,325	12,084	8,325	12,000	3,675
121	Physical	-	-	-	-	-	250	-
130	Payroll Tax - Fed W/H	(3,245)	-	38,200	10,233	38,200	11,000	(27,200)
135	Payroll Tax - FICA	696	3,025	691	3,219	691	3,800	3,109
140	Payroll Tax - Medicare	514	1,760	2,050	1,562	2,050	2,000	(50)
155	Payroll Tax - SUI	62	615	12,150	912	12,150	1,000	(11,150)
160	Payroll Tax - ETT	21	91	2,665	108	2,665	200	(2,465)
165	Payroll tax - FUTA	1,010	1,053	1,710	1,582	1,710	2,000	290
205	Insurance Health	12,922	8,682	13,788	5,077	13,788	11,280	(2,508)
210	Insurance Dental	372	822	1,476	468	1,476	564	(912)
215	Insurance Vision	54	125	245	73	245	235	(10)
225	Retirement-PERS	9,667	8,625	12,445	9,652	12,445	12,422	(23)
305	Operations & Maint	9,486	3,631	5,500	10,524	5,500	6,000	500
306	Water & Sewer Rate Study	-	-	32,440	-	-	-	(32,440)
310	Phone & Fax expense	1,421	1,552	-	1,094	-	1,450	1,450
315	Postage, shipping & freight	2,089	1,970	2,600	2,106	2,600	3,000	400
320	Printing & reproduction	125	279	500	231	500	600	100
324	Professional services-Consultant	-	-	1,000	-	1,000	-	(1,000)
325	Professional Services - Accounting	2,340	-	2,500	6,520	2,500	-	(2,500)
326	Professional Services-Engineering	9,321	9,006	3,000	3,479	3,000	24,000	21,000
327	Professional Services-Legal (General)	11,969	19,513	-	-	-	-	-
328	Insurance - Property & Liability	5,897	8,840	-	-	-	6,000	6,000
329	New Hire Screening	-	-	-	20	-	450	450
330	Contract Labor	10,900	4,698	-	-	-	5,000	5,000
335	Meal reimbursement	-	-	-	-	-	200	200
340	Meetings & Conferences	488	-	300	-	300	750	450
345	Mileage expense reimbursement	158	258	200	289	200	500	300
350	Repairs & maint- computers	966	764	-	-	-	-	-
351	Repairs & maint - equip	947	1,594	14,000	20,092	14,000	14,000	-
352	Repairs & maint - structures	89	-	925	475	925	3,000	2,075

353	Repairs & Maint - Infrastructure		1,309	263	3,700	315	3,700	6,000	2,300
354	Repairs & maint - vehicles		51	470	1,500	1,232	1,500	2,000	500
355	Testing & Supplies (WWTP)		2,422	4,749	3,750	1,125	3,750	2,500	(1,250)
375	Internet Expenses		315	168	-	-	-	-	-
380	Utilities - Alarm Service		906	767	1,125	374	1,125	1,000	(125)
381	Utilities - Electric		59,464	55,298	67,000	70,712	67,000	70,000	3,000
382	Utilities - Propane		281	309	350	418	350	450	100
383	Utilities - trash		(1,588)	567	625	477	625	600	(25)
385	Dues and subscriptions		2,455	574	1,500	1,820	1,500	2,500	1,000
386	Education and training			395	1,250	308	1,250	500	(750)
393	Advertising & public notices		75	45	300	100	300	200	(100)
394	LAFCO Allocations		1,578	1,869	-	-	-	-	-
395	Community outreach		-	163	-	-	-	1,200	1,200
405	Software		3,564	2,133	-	-	-	4,000	4,000
410	Office Supplies		438	1,307	750	97	750	150	(600)
415	Office Equipment		214	1,889	-	-	-	3,000	3,000
420	Equip and supplies		8,869	6,910	2,800	754	2,800	4,900	2,100
432	Utility Rate Study Design		-	-	34,000	2,085	30,355	31,915	(2,085)
440	Vehicle Replacement Fund		-	-	3,000	-	-	-	(3,000)
459	SCADA Maintenance Fees		-	40,165	1,000	2,977	1,000	1,000	-
465	Cell phones, radios		577	477	-	-	-	1,000	1,000
485	Fuel Expense		3,364	2,338	3,175	2,487	3,175	4,000	825
490	Small tools & equipment		693	647	675	45	675	3,000	2,325
495	Uniform Expense		97	458	550	317	550	1,575	1,025
500	Capital Outlay			15,891	-	37,906	-	-	-
545	Sewer System Mgmt Plan		1,930	-	-	-	-	30,000	30,000
553	Manhole & Valve		1,450	-	2,000	-	2,000	2,000	-
560	Sewer Line Repairs		-	171	-	-	-	-	-
570	Repairs/Maint & Video		7,800	9,267	9,975	11,298	9,975	12,000	2,025
581	WWTP Expansion		-	1,549	-	-	-	45,000	45,000
582	WWTP Plant Maint		10,785	9,671	9,000	7,755	-	19,000	10,000
583	WWTP Drying Pond Maint		170	500	-	-	-	-	-
585	Sludge Removal Project		-	11,358	250	2,695	250	3,000	2,750
705	Waste Discharge Fees		17,017	-	25,000	14,929	25,000	25,000	-
715	Licenses, permits & fees		2,427	20,502	2,500	3,908	2,500	5,500	3,000
805	Refundable Water/Sewer/Hydrant		-	6	-	326	-	-	-
			311,561	395,012	473,635	362,679	425,550	515,591	41,706

70000 Transfers Out

327	Professional Services-Legal		-	-	82,470	82,041	82,470	228,830	146,360
440	Vehicle Replacement Fund		-	-	3,000	3,000	3,000	10,000	7,000
			-	-	85,470	85,041	85,470	238,830	153,360

Wastewater Dept. Fund Total			311,561	395,012	559,105	447,720	511,020	754,421	195,066
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**San Miguel Community Services District
Budget 17-18
50 Water Department**

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
40440	CDBG Grant	-		-	-	150,000	150,000
41000	Water Sales			345,000	276,690	352,000	7,000
41001	Water Connection Fees			10	250,735	-	(10)
41005	Water Late Charges			2,000	21,515	18,000	16,000
41010	Water Meter Fees			20,500	14,400	12,250	(8,250)
46000	Revenues and Interest			150	748	700	550
46010	Transfers In			96,815	3,000	185,000	88,185
46100	Realized Earnings			5	505	-	(5)
46150	Misc Income			-	40,748		-
46151	Refund/Adjustments			5	3,117	1,000	995
46152	Recycling			-	125		-
46153	Plan Check Fees			2,060	-		(2,060)
46155	Will Serve Processing Fees			515	250	250	(265)
46175	Sale of Surplus Property			10	-	-	(10)
46180	Public Records Requests			10	-	-	(10)
		-	-	467,080	611,833	719,200	252,120

Appropriations

Account	Object	Actual 14-15	Actual 15-16	Adopted 16-17	Projected 16-17	Continuing Appropriation	Proposed 17-18	Variance	
65000 Water									
105	Salaries & Wages	110,300	135,924	141,150	124,686	141,150	103,400	(37,750)	
109	Stand by hours	-	-	-	3,108	-	7,500	7,500	
120	Workers Compensation	2,595	7,007	8,270	12,084	8,270	12,000	3,730	
130	Payroll Tax - Fed W/H	(3,245)	-	38,200	10,233	38,200	11,000	(27,200)	
135	Payroll Tax - FICA	696	3,030	6,235	3,368	6,235	4,500	(1,735)	
140	Payroll Tax - Medicare	543	1,973	2,050	1,795	2,050	2,500	450	
155	Payroll Tax - SUI	62	671	12,200	1,008	12,200	1,500	(10,700)	
160	Payroll Tax - ETT	23	106	2,670	124	2,670	150	(2,520)	
165	Payroll tax - FUTA	1,018	1,149	1,705	1,726	1,705	1,800	95	
205	Insurance Health	13,069	10,396	13,788	7,024	13,788	12,000	(1,788)	
210	Insurance Dental	380	950	1,476	559	1,476	600	(876)	
215	Insurance Vision	55	145	245	87	245	250	5	
225	Retirement-PERS	9,743	9,791	12,337	9,530	12,337	124	(12,213)	
305	Operations & Maint	10,997	5,069	4,500	8,478	4,500	8,500	4,000	
310	Phone & Fax expense	1,880	2,076	-	1,094	-	1,450	1,450	
315	Postage, shipping & freight	2,505	1,938	2,108	2,273	2,108	3,000	892	
320	Printing & reproduction	381	506	575	231	575	600	25	
325	Professional Services - Accounting	2,340	-	2,500	6,520	2,500	-	(2,500)	
326	Professional Services-Engineering	11,570	1,950	3,500	2,526	3,500	25,000	21,500	
327	Professional Services-Legal (General)	30,375	71,983	-	-	-	-	-	
328	Insurance - Property & Liability	7,120	8,840	-	-	-	8,000	8,000	
329	New Hire Screening	-	-	-	20	-	450	450	
330	Contract Labor	(63)	4,530	-	-	-	5,000	5,000	
332	Professional Services - Legal (Steinbeck)	-	-	89,087	89,087	-	175,000	85,913	
335	Meals Reimbursement	-	31	-	-	-	200	200	
340	Meetings & Conferences	474	-	750	-	750	750	-	
345	Mileage expense reimbursement	387	291	300	274	300	500	200	
350	Repairs & maint- computers	971	764	-	-	-	-	-	
351	Repairs & maint - equip	6,396	2,957	3,500	677	3,500	4,000	500	
352	Repairs & maint - structures	405	972	1,000	318	1,000	1,500	500	
353	Repairs & maint - Infrastructure	21,115	6,360	8,000	14,162	8,000	15,000	7,000	
354	Repairs & maint - vehicles	51	589	1,500	1,232	1,500	3,500	2,000	
356	Testing & supplies-Well#3	2,280	26,152	2,000	1,670	2,000	2,000	-	
357	Testing & Supplies-Well #4	2,029	1,205	2,000	1,654	2,000	2,000	-	

358	Testing & Supplies SLT Well		4,843	4,684	5,000	4,198	5,000	5,000	-
359	Testing & supplies Other		7,522	7,167	7,800	4,550	7,800	5,000	(2,800)
362	Cross Connection Control		761	1,145	1,200	573	1,200	1,000	(200)
375	Internet Expenses		314	168	-	-	-	-	-
380	Utilities - Alarm Service		590	837	-	644	-	1,000	1,000
381	Utilities - Electric		31,796	28,050	31,000	27,706	31,000	31,000	-
382	Utilities - Propane		281	309	350	418	350	450	100
383	Utilities - trash		(1,588)	567	650	477	650	600	(50)
385	Dues and subscriptions		2,884	6,883	6,875	3,425	6,875	4,000	(2,875)
386	Education and training		-	1,129	1,200	422	1,200	1,000	(200)
393	Advertising & public notices		225	200	210	245	210	250	40
394	LAFCO Allocations		1,578	1,869	-	-	-	-	-
395	Community outreach		638	163	-	-	-	1,200	1,200
400	Supplies		-	-	150	-	150	-	(150)
405	Software (SCADA)		3,564	2,133	-	-	-	4,000	4,000
410	Office Supplies		438	2,108	750	97	750	150	(600)
415	Office Equipment							3,000	3,000
420	Equip & Supplies		8,869	7,097	8,000	754	8,000	2,100	(5,900)
431	SLT Blending Line CDBG				18,123	37,054	18,123	150,000	131,877
432	Utility Rate Design Study				32,440	2,085	30,355	30,355	(2,085)
433	K Street Waterline Replace		-	-	25,200	13,049	25,200	5,000	(20,200)
440	Vehicle Replacement Fund		-	-	3,000	-	3,000	-	(3,000)
459	SCADA Maintenance Fees		-	160,643	1,000	108	1,000	1,000	-
465	Cell phones, radios		577	477	-	-	-	1,000	1,000
475	Chemicals - Well #3		1,681	2,370	2,500	1,397	2,500	1,500	(1,000)
482	Chemicals - Well #4		1,922	1,134	2,500	2,732	2,500	3,000	500
483	Chemicals - SLT Well		219	-	1,550	344	1,550	500	(1,050)
485	Fuel expense		3,032	2,127	3,200	2,245	3,200	4,000	800
490	Small tools & equipment		739	671	800	90	800	3,000	2,200
495	Uniform Expense		97	458	550	85	550	1,575	1,025
500	Capital Outlay		-	15,891	-	86,435	-	-	-
520	Water Main Valve Replace		-	3,965	4,250	-	4,250	6,000	1,750
525	Water Meter Replacement		13,678	7,793	23,000	28,522	-	14,500	(8,500)
535	Water Line Repairs		-	502	3,000	1,582	3,000	6,000	3,000
553	Manholes & Valve Raising		1,420	1,062	1,200	-	1,200	2,000	800
605	USDA Loan Payment		40,814	66,381	41,000	41,481	41,000	67,000	26,000
715	Licenses, permits & fees		10,909	(915)	7,500	6,249	7,500	6,500	(1,000)
805	Refundable Water/Sewer/Hydrant		305	3,248	200	3,035	-	-	(200)
			374,560	637,671	595,844	575,550	481,472	776,454	180,610

70000 Transfers Out

327 Professional Services-Legal	-	-	-	82,041	-	228,830	228,830
440 Vehicle Replacement Fund	-	-	-	3,000	-	10,000	10,000
	-	-	-	85,041	-	238,830	238,830

Water Department Fund Total	374,560	637,671	595,844	660,591	481,472	1,015,284	419,440
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San Miguel Community Services District
Budget 17-18
60 Solid Waste Department

Revenue		Actual	Actual	Adopted	Projected	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	17-18	
40750	Solid Waste Contract		63,778				
46005	Franchise Fees			28,714	31,689	32,323	(634)
		-	63,778	28,714	31,689	32,323	

Appropriations		Actual	Actual	Adopted	Projected	Continuing	Proposed	Variance
Account	Object	14-15	15-16	16-17	16-17	Appropriation	17-18	
66000- Solid Waste								
105	Salaries & Wages					-	6,600	6,600
120	Workers Compensation					-	465	465
205	Insurance Health					-	720	
210	Insurance Dental					564	36	
215	Insurance Vision					235	15	
225	Retirement-PERS					20,861	1,275	
305	Operations & Maint		28	-	-	-	-	-
320	Printing & reproduction	-	-	-	2	-	-	-
325	Professional Services - Accounting	-	-	2,500	47	2,500	-	(2,500)
327	Professional Services-Legal (General)	-	6,642	-	4,832	-	-	-
340	Meetings & Conferences	-	-	500	-	500	200	(300)
384	Trash receptacles	-	4,758	900	-	900	-	(900)
385	Dues and subscriptions	-	-	100	-	100	-	(100)
386	Education and training	-	-	-	-	-	150	150
393	Advertising & public notices	-	799	250	-	250	250	-
905	????	-	-	508	-	508	-	(508)
		-	12,227	4,758	4,881	4,758	9,711	2,907

70000 Transfers Out

327 Professional Services-Legal	-	-	508	508	508	2,860	2,352
	-	-	508	508	508	2,860	2,352
Solid Waste Department Fund Total	-	12,227	5,266	5,389	5,266	12,571	5,259

Summary of Continuing Appropriations

Department	Amount
Administration	555,396
Fire	424,678
Street Lighting	173,496
Wastewater	754,421
Water	1,015,284
Solid Waste	12,571
	2,935,847



SAN MIGUEL COMMUNITY SERVICES DISTRICT
NOTICE OF PUBLIC HEARING

NOTICE IS HEARBY GIVEN THAT THE San Miguel Community Services District Board of Directors will hold a public hearing on:

Thursday, July 27, 2017, at 7:00 P.M. at 1150 Mission Street, San Miguel, California 93451, to consider adopting the Final Budget for the 2017-2018 and 2018-2019 fiscal years. You can view the proposed Final Budget at the San Miguel Community Services District offices located at the above address or online at: <https://www.sanmiguelcsd.org>.

The Board of Directors will meet on Thursday, July 27, 2017, at 7:00 p.m., to adopt the Final Budget and any person may appear and be heard regarding any budget item or adding any item to the Final Budget. The Board may continue the hearing on the budget. For additional information please contact Operations Coordinator Tamara Parent 805-467-3388 or tamara.parent@sanmiguelcsd.org. This notice is published pursuant to Government Code section 61110.

BY ORDER OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Rob Roberson, Interim District General Manager

Date: July 5, 2017



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI - 8

SUBJECT: Consider Adoption of Resolution No. 2017-39 Approving the 2017-18 Investment Policy

STAFF RECOMMENDATION:

It is recommended that the Board of Directors adopt Resolution No. 2017- 39 approving the annual Investment Policy to comply with the State Government Code.

BACKGROUND:

An Investment Policy's purpose establishes the cash management and investment guidelines for a public agency. The portfolio, as well as individual transactions, must comply with the applicable California Government Code sections 53600 et seq and the adopted San Miguel Community Services District ("District") Investment Policy. The last time the Board adopted an Investment Policy took place in February 2015 (Resolution 2015-06). In conferring with Mr. Edelman, the financial advisor at Cantella & Co., Inc., he did not believe the 2016 Investment Policy was formally presented for adoption by the District Board.

The focus of the Investment Policy would be on financial assets as accounted for in the annual financial report. The "prudent investor" standard shall be used by the designated representative managing the portfolio which states "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency." (Government Code Section 53600.3)

Many agencies have opted to have the annual adoption of an Investment Policy align with the annual budget adoption process, i.e. on a fiscal year basis. The policy, as presented in Exhibit A or the attached resolution, would be in effect until June 2018.

{CW043647.1}

Fiscal Impact:

The primary objectives stated related to investment activity in priority shall be safety, liquidity and return on investment, and as such, there is no specific fiscal impact with Board adoption of this policy. Depending on future investment of idle cash, the District could realize higher rates of investment earnings in the form of interest.

Staff Recommendation:

It is recommended that the Board discuss the report and adopt the resolution approving the 2017-18 Investment Policy.

PREPARED BY:

Joan Michaels Aguilar

Joan Michaels Aguilar

Attachment:

Exhibit A: Resolution with Investment Policy

**SAN MIGUEL COMMUNITY SERVICES DISTRICT
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2017-18**

Introduction

The Board of the San Miguel Community Services District (“District”) recognizes its responsibility to properly direct the investments of funds. The purpose of this policy is to provide guidelines for the investment of funds based upon prudent cash management practices and in conformity with all applicable statutes. In instances in which the Policy is more restrictive than Federal or State law, the Policy supersedes.

Section 1. Investments Goals

The District’s investment philosophy sets the tone for its policies, practices, procedures and objectives that control the investment function. The investment of funds will be guided by the primary goals of safety, liquidity, and reasonable market rate of return.

- **Safety** - the District will undertake investments in a manner that ensures the preservation of capital in the overall portfolio.
- **Liquidity** - the District will maintain sufficient cash and short-term investment instruments which together with projected revenues which will cover the District’s cash flow needs
- **Reasonable Market Rate of Return** - the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Section 2. Standard of Prudence

The standard of prudence to be used by investment officials shall be the "prudent investor" standard and shall be applied in the context of managing an overall portfolio. The “prudent investor” standard states that:

“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

Section 3. Delegation of Authority

The Board’s primary responsibilities over the investment function includes establishing investment policies, annually reviewing such policies, and authorizing any deviations from the District’s investment policies. The Board hereby delegate(s) investment authority to the General Manager (“Manager”) for a period of one year.

Section 4. Authorized Financial Dealers and Institutions

A list of approved financial institutions authorized to provide investment services to the District in the State of California will be maintained by District staff. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1. An annual review of the financial condition and registrations of qualified bidders will be conducted by the Manager or his/her designee. A current audited financial statement is required to be accessible for each financial institution and broker/dealer with which the District invests. All financial institutions which desire to become qualified bidders for investment transactions must supply the Manager with proof of FINRA registration and a statement certifying that the institution has reviewed the California Government Code Section 53600 *et seq.* and the Board’s Investment policy and that all securities offered shall comply fully and in every instance with all provisions of the California Government Code.

Section 5. Strategy

Passive investing – Given the absence of staff dedicated to investment analysis, the District will passively manage the portfolio and avoid medium to long-term investments, thereby diminishing the need for credit monitoring.

Diversification – Staff will maintain diversified call provisions rather than anticipate market conditions. Staff will diversify timing of trading and maintain diversification by type within the constraints of other provisions of this policy.

Mimimum liquidity and debt considerations – A portion of the portfolio with maturities of no more than three months shall be maintained in excess of the Board established operating reserve. A portion of the portfolio with maturities of no more than one year shall be maintained in excess of the Board established operating reserve. Staff will also consider that too much liquidity is a risk, and invest to ladder maturities when possible.

Section 6. Restrictions on Allowable Investments

The maximum maturity of any specific investment will not exceed the maturity limit established by this policy or expressly permitted by the District. State statutory limits will be followed unless the District maturity limits are more restrictive.

The investments made by the District will have the quality standards set forth by the Government Code. This policy sets forth investment quality standards that may be higher than those in the Government Code. When a difference in quality standard occurs, the higher quality standard will be adhered to.

All bank deposits will be FDIC insured or deposited with institutions which comply with the State collateral requirements for public funds. Certificate of deposits will not be placed with an institution once it has received a cease and desist order from any bank regulatory agency.

Section 7. General Portfolio Allowable Investments with Quality and Limit Guidelines

The California Government Code sections 53600 et seq. govern the allowable investments a local government agency can enter into. The Government Code requirements are a starting point for establishing the District quality standards, percentage limits and maturity levels. Presently, this policy exceeds the standards set forth by the State. In the event the Government Code becomes more restrictive than this policy, the Government Code restrictions shall prevail. Where this Policy specifies a percentage limitation for a particular security type or issuer, that percentage is applicable at the time the security is purchased. Credit criteria listed in this section refers to the credit rating at the time the security is purchased.

Investment Type	Maximum Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements
U.S. Treasury bills, notes & bonds	5 Years	None	Not applicable
Government Agency Securities, including Fed. agency obligations & federally sponsored enterprises	5 Years	None	Not applicable
Calif. Local Agency Investment Fund (LAIF)	No	\$65 million	Not applicable
Bankers Acceptances	180 days	40%	A-1 or higher
Commercial Paper	270 days	25-40%	Highest letter & number rating by an NRSRO
Medium Term Notes	5 years	30% 5% issuer limit	“A” rating category or its equivalent or better
Certificates of Deposit (Negotiable)	5 years	30% 5% issuer limit	“A” rating category or its equivalent or better
Certificates of Deposit (Non-negotiable)	5 years	None \$250,000 limit	Top 25% of peer group independently rated
Money market mutual funds	Not applicable	20% No back loaded	Highest letter & number rating by an NRSRO
Bonds, notes or other indebtedness of the State of California or local agencies in California	5 years	None 5% issuer limit	None
Bonds, notes or other indebtedness of the other 49 states	5 years	None 5% issuer limit	None

Section 8. Prohibited Investment Transactions and Derivatives

The Government Code specifically prohibits certain types of investment instruments for municipalities. In addition to those prohibitions, the following investments are not permitted: reverse repurchase agreements, collateralized mortgage obligations, commodities, common stock, corporate bonds of 5 years or more, and foreign currency.

Section 9. Reporting and Miscellaneous

The Manager, or his/her designees, may maintain one or more accounts with reputable investment security dealers or brokers with which investment transactions are to be conducted. Investments may be

held in safekeeping at a designated financial institution where the District has established a safekeeping account.

Pursuant to Government Code Section 53646, a monthly report shall be submitted to the Board of Directors within 30 days following the end of the month covered by the report and a quarterly report shall be submitted. The quarterly report shall include:

- * the type of investment
- * the issuer of the investment
- * maturity date
- * coupon, discount and/or yield rate
- * par amount, dollar amount invested and market value of the investment
- * percentage of the portfolio represented by each investment

The report shall also note whether the portfolio is in compliance or the manner in which the portfolio is in non-compliance. The report shall include a statement regarding the ability of the District to meet its expenditure requirements for the next six months.

The investment policy applies to all financial assets held by the District except employee deferred compensation plans, funds held in trust with the District with specific investments instructions, and any funds held in employee pension plans. The primary guiding investment policy for any bond proceeds will be dictated by the bond documents governing such funds as long as the documents are approved by the District Board.

The Board of Directors may meet on a quarterly basis with District staff to review District investments and to review market conditions.

Section 12. Conflicts of Interest

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment function or which may impair their ability to make impartial investment decisions. Employees and investment officials shall subordinate their personal investment transactions to those of the District.

Section 13. Glossary of Terms

Terms that are used in this Policy or frequently used in connection with the investments made by public agencies are defined in the attached Appendix.

APPENDIX - GLOSSARY OF TERMS

Accrued Interest - Interest earned but not yet received.

Active Deposits - Funds which are immediately required for disbursement.

Amortization - An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Arbitrage – Transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a yield difference in the two markets.

Asked Price - The price a broker dealer offers to sell securities.

Bankers Acceptance (BA) - A draft or bill of exchange accepted by a bank or a trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Basis Point - One basis point is one hundredth of one percent (.01%).

Bid Price - The price a broker dealer offers to purchase securities.

Bond - A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Value - The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker - A broker brings buyers and sellers together for a commission. He does not take a position.

Callable Securities – Bonds that the issuer has the right to redeem prior to maturity under certain, specified conditions.

Certificate of Deposit - A deposit insured by the FDIC at a set rate for a specified period of time.

Collateral - Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public monies.

Commercial Paper – Short-term, negotiable unsecured promissory notes of corporations.

Corporate Notes - Obligations issued by corporations bearing interest and return of principal at maturing.

Coupon - The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Analysis - A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield - The interest paid on an investment expressed as a percentage of the current price of the security.

Dealer - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Discount - The difference between the cost of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities - Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U. S. Treasury Bills).

Diversification - Dividing investment funds among a variety of securities offering independent returns and risk profiles. The technique is used to minimize risk to the District's portfolio.

Fannie Mae - Trade name for the Federal National Mortgage Association (FNMA), a U. S. sponsored corporation.

Federal Deposit Insurance Corporation (FDIC) - A federal agency that insures bank deposits, currently up to \$250,000.

Federal Funds Rate - The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB) - The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis a vis member commercial banks.

Federal Reserve System - The central bank of the U.S. which consists of a seven member Board of Governors, 12 regional banks, and 5,700 commercial banks that are members.

Freddie Mac - Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae - Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U. S. Government.

Interest Rate - The annual yield earned on an investment, expressed as a percentage.

Investment Agreements - An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Liquidity - Refers to the ability to rapidly convert an investment into cash. A liquid asset is one that can be converted easily and rapidly to cash without a substantial loss of value.

Local Government Investment Pool - The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment. In California, the pool is called the Local Agency Investment Fund (LAIF).

Market Value - The price at which a security is trading and could presumably be purchased or sold.

Mark-to-Market – Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation. Adjustment is required under GASB #31 for reporting purposes.

Maturity - The date upon which the principal or stated value of an investment becomes due and payable.

Money Market - The market in which short-term debt instruments (bills, commercial paper, bankers acceptances, etc.) are issued and traded.

Par Value – The amount of principal which must be paid at maturity. Also referred to as the face amount of the bond, normally quoted in \$1,000 increments per bond.

Portfolio - Collection of securities held by an investor. The purpose of a portfolio is to reduce risk by diversification.

Primary Dealer - A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Principal – The face value or par value of a debt instrument, or the amount of capital invested in a given security.

Prudent Investor Standard – A standard of conduct where a person acts with care, skill, prudence and diligence when investment, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds. The test of whether the standard is being met is if a prudent person acting in a similar situation would engage in similar conduct to ensure that investments safeguard principal and maintain liquidity.

Purchase Date - The date in which a security is purchased for settlement on that or a later date.

Rate of Return - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Rating – The designation used by investor services to rate the quality of a security's creditworthiness.

Repurchase Agreement (REPO) - A transaction where the seller (bank) agrees to buy back from the buyer (District) the securities at an agreed upon price after a stated period of time. The buyer in effect lends the seller money for the period of this agreement, and the terms of the agreement are structured to compensate the buyer for this.

Risk - Degree of uncertainty of return on an asset.

Secondary Market - A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities and Exchange Commission (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Settlement Date - The date on which a trade is cleared by delivery of securities against funds.

Treasury Bills - U. S. Treasury Bills which are short-term, direct obligations of the U. S. Government issued with original maturities of 13 weeks, 26 weeks, and 52 weeks; sold in minimum amounts of \$10,000 in multiples \$5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis.

Treasury Bond - Long-term U. S. Treasury securities having initial maturities of more than 10 years.

Treasury Notes - Intermediate-term coupon bearing U. S. securities having maturities from one year to ten years.

Weighted Average Maturity (WAM) – The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

Yield - The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity - The rate of income return on an investment, minus any premium above par or plus any discount with the adjustment spread over the period from the date of the purchase to the date of maturity of the bond.

Yield Curve - The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

RESOLUTION NO. 2017-39

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT (SMCSD) APPROVING THE
FOR 2017-18 INVESTMENT POLICY**

WHEREAS, San Miguel Community Services District (“District”) is a community services district formed under California Government Code Section 61000 et. Seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

WHEREAS, the District is bound by State law to invest District Funds within specific guidelines as allowed by State statute and the District’s annual Investment Policy and changes have been made to the policy (Exhibit A) including recommending that the policy should be adopted on a fiscal year basis; and

WHEREAS, it remains the intention of the District Board to delegate investment authority of funds to the General Manager, who may assign a designee to perform this function.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving the District’s 2017-18 annual investment policy.

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 27th day of July, 2017.

Anthony Kalvans, Board President

ATTEST:

Secretary of the Board



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI – 9

SUBJECT: Review and Approve **Resolution No. 2017-41** authorizing revisions to the previously approved employment agreement for Director of Utilities.

STAFF RECOMMENDATION:

Approve **Resolution No. 2017-41** authorizing revisions to the Director of Utilities employment agreement previously approved by Board Resolution 2017-26 for Kelly Dodds

Background:

The San Miguel Community Services District (“District”) established the Director of Utilities position at the June 29, 2017, Board Meeting. The Board approved an Employment Agreement with Kelly Dodds (Dodds) to serve as Director of Utilities, Dodds currently serves as the District’s Utilities Supervisor. Dodds and the District have drafted a revised employment agreement subject to Board of Directors (“Board”) approval.

Dodds’ Employment Agreement (“Agreement”) includes the following key provisions:

- Effective date of employment shall commence once approved by the Board and executed by both the District and Dodds.
- Base Salary of \$100,000.
- Vacation based on the accrual rate set forth in the District’s Personnel Policies, based on Dodds’ total years of service with the District.
- District will contribute to Dodds’ health benefits through CalPERS.
- Dodds shall be entitled to the other benefits outlined in the Senior Management Compensation Plan that are not addressed in the Employment Agreement.
- Nine (9) months’ severance for termination without good cause within eighteen (18) months of the Agreement’s effective date or six (6) months’ severance for termination without good cause after eighteen (18) months.

Reason for revisions:

Revisions to the previously approved employment agreement are being brought to the Board to address minor errors and verbiage changes within the agreement. These changes were not evident prior to the June meeting as Dodds legal counsel had not had a chance to review the agreement.

Fiscal Impact:

Since this position was approved previously, and there is no additional compensation from the prior agreement, there is no additional impact to the District.

No additional adjustments are necessary

Staff Recommendation:

Approve **Resolution No. 2017-41** authorizing revisions to the employment agreement previously approved by Board Resolution 2017-26 for Kelly Dodds.

PREPARED BY:

Rob Roberson

Attachment(s):

- Exhibit A: Kelly Dodds Employment Agreement
- Kelly Dodds – Utilities Director Job Description
- Resolution 2017-41

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the San Miguel Community Services District, a California community services district (“District”), and Kelly Dodds, an individual (“Employee”). The District and Employee may individually be referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

- A. On June 25, 2007, Employee began employment with the District as a Utility Operator, a non-exempt position.
- B. In July 2011, Employee was promoted to Utilities Supervisor, a non-exempt position, the position he currently holds.
- C. On June 22, 2017, the Board of Directors (“Board”) for the District created the position of Director of Utilities for the District (“Director”) to serve as the department head for the District Utilities Department.
- D. The District requires the services of an employee for the position of Director.
- E. The District, acting by and through the Board, has evaluated Employee’s knowledge, experience, administrative skills and abilities, and desires to hire and appoint Employee as Director pursuant to the terms of this Agreement.
- F. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director.
- G. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the District and Employee or July 1, 2017, whichever is later (“Effective Date”).

Section 3. Appointment of Director, Duties and Term.

Section 3.1. Appointment of Director and Duties. The Board hereby appoints Employee to the position of Director, in and for the District, to perform the function and duties associated with the Director's position under the direction of the District General Manager ("General Manager"). Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified below under the laws of the state of California, and Resolutions of the District, and such other duties and functions as the General Manager may from time-to-time assign.

~~**Section 3.2. Term.** The term of this Agreement shall be for three (3) years from the Effective Date ("Term"). The General Manager, in his or her sole discretion, may extend the Term from time to time. No later than six (6) months prior to the expiration of the Term, the General Manager shall provide written notice to Employee as to whether the General Manager intends to extend the Term.~~

Section 3.32. Director Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Director in accordance with the terms of the Agreement and the Director job description, which is attached hereto as **Exhibit A**.

Section 3.43. Secondary Employment. Employee agrees to devote all of his productive time, ability, and attention to the District's business. ~~During the Term, as defined in Section 3.2 of this Agreement,~~ Employee shall not otherwise hold any secondary employment and shall be employed exclusively by the District, subject to any exceptions approved in writing by the General Manager or the Board. Any secondary employment, approved to by the General Manager or the Board, shall not interfere with Employee's duties and responsibilities specified in this Agreement and must not create a conflict of interest with said duties. Employee has the right to volunteer for such nonprofit organizations as he may see fit, provided that such volunteer services shall not interfere with his duties as Director. Notwithstanding the above, the District acknowledges Employee's employment as an Assistant Fire Chief for the District and authorizes Employee to hold that separate position under the separate terms of his agreement with the District. It is recognized that occasionally the two positions of Director of Utilities and Assistant Fire Chief may overlap and this shall not be construed as grounds for termination or discipline so long as Employee is acting within his scope of either position.

Section 3.54. Exempt Employee. The general business hours for the Director are Mondays through Fridays, 7:00 a.m. to 3:30 p.m., with rotating standby for designated weekends or as deemed necessary by the District. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the District's general business hours, which are necessary to fulfill the duties of the Director position, unless otherwise provided in this Agreement.

Section 3.65. Schedule. The Director’s daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director position includes attendance at evening Board meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that the Director must devote a great deal of his time outside normal office hours to business of the District and to that end, will be allowed to take compensatory leave as he shall deem appropriate during said normal office hours.

Section 3.76. At-Will Employment. Employee is an at-will employee serving at the pleasure of the Board and the General Manager. Accordingly, the General Manager may terminate Employee’s employment at any time with or without cause. Only if Employee is terminated by the District without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

Section 3.87. No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on his “at-will” employment status, he acquires no property interest in his employment, by virtue of this Agreement, and that he is not entitled to due process for any disciplinary actions under the District’s personnel policies and rules, including termination.

Section 3.98. No Membership in Bargaining Unit. Employee understands that as Director he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 4. Compensation and Evaluations.

Section 4.1. Base Salary. The District agrees to pay Employee an annual salary of One Hundred Thousand Dollars (\$100,000.00) (“Base Salary”), payable in installments, at the same time the other District employees are paid. The Base Salary does not include any other benefits or supplemental pay Employee may be entitled to as otherwise set forth in this Agreement.

Section 4.2. Weekday Standby Pay. ~~If Employee is required to be on standby during each work week, without relief, for six (6) months following the Effective Date of this Agreement, District and Employee shall negotiate in good faith for Employee to be paid a reasonable stipend for weekday standby pay or implement a solution that will prevent Employee from having to be on standby every weekday.~~

If Employee is required to be on standby during each work week, without relief, for six (6) months following the Effective Date of this Agreement, District shall pay Employee

Fifty Dollars (\$50.00) per day for each workday he is required to be on standby until relief is available, Beginning at six months from the date of this agreement

Section 4.3. Holiday and Weekend Standby Pay. Employee may be required to participate in a standby rotation for utility service operations for holidays and weekends. The District shall pay Employee at a rate of Two Hundred Fifty (\$250.00) dollars per day for weekend and holiday coverage, in order to carry out necessary tasks, including, but not limited to, plant reads, well checks, alarm response, as-needed repairs, and such other duties and functions as the District may require from time to time.

Section 4.4. Cost of Living Adjustment. Employee shall, annually (July 1st), receive a two and a half percent (2.5%) cost of living adjustment (“COLA”) to the Base Salary for the duration of this agreement.

Section 4.5. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the Board’s adoption of ~~an a district wide~~ unpaid wide unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 4.6. Review and Evaluation. The General Manager agrees to review and evaluate Employee’s performance of his duties as Director pursuant to the terms of this Agreement (“Review and Evaluation”) on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted one (1) month prior to Employee’s anniversary date of this Agreement each year, or at the General Manager’s discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System (“CalPERS”). The District will continue to contribute to Employee’s retirement at the rate which it is currently, and Employee will continue to pay Employee share at his current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute One Thousand Two Hundred Dollars (\$1,200.00) towards medical insurance benefits for Employee and ~~one his~~ dependent(s), through CalPERS, pursuant to the terms in the District’s Personnel Guidelines and Policies (“Personnel Policies”), existing as of the Effective Date of this Agreement.

Section 5.3. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District’s Personnel Policies. Employee’s accrual rate shall be based on Employee’s years of overall service with the District. All accrued vacation time from Employee’s position with the District as Utilities Supervisor shall roll over into Employee’s employment as Director of Utilities, and payable at the currently hourly rate in effect at the time of redemption use.

Section 5.4. Holidays. Employee shall be entitled to all holidays as provided in the District's Personnel Policies.

Section 5.5. Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, he does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall earn seventy (70) hours of compensatory leave per year to be available at the commencement of each Fiscal Year (July 1st). Employee shall use compensatory leave time as otherwise required in the District's Personnel Rules. Compensatory Leave shall not roll over, unused compensatory leave shall be paid out at the hourly rate of ~~one and a half times the current hourly rate Fifty Two Dollars and Eight Cents (\$52.08)~~ at the end of the fiscal year (June 30th). Employee shall be entitled to receive payment for ~~fifty percent (50%)~~ one hundred percent (100%) of any unused compensatory leave time.

Section 5.6. Previous Compensatory Leave Time. Within thirty (30) days of the Effective Date of the Agreement, the District shall pay Employee any hours previously accrued by Employee, as the District's Utility Supervisor, as set forth in the District's Personnel Policies, to be paid at one and a half times the regular hourly rate as Utility Supervisor (\$55.08/ hour).

Section 5.7. Sick Leave. Employee shall accrue sick leave at a rate of one (1) sick day per month, up to a maximum of twelve (12) sick days per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may covert unused accrued sick leave into service credits with CALPERS upon retirement on the applicable regulations effective at the time of retirement. All accrued sick time from the prior position with the district shall rollover into Employee's position as Director of Utilities, including any adjustments made to correct prior errors. There shall not be a cap on sick leave accrual.

Section 5.8. District Vehicle. Employee may use a District Utility Department vehicle during District business hours, and in cases Employee is performing District-related duties in the field when on standby ~~during holidays and weekends. Employee shall not otherwise utilize a District vehicle when on standby.~~

Section 5.9. Cell Phone Allowance. Employee shall receive a Fifty Dollar (\$50.00) per month cell phone allowance.

Section 5.10. Professional and Educational Development. The District agrees to budget Two Thousand Five Hundred Dollars (\$2,500.00) on an annual basis for reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to the maintenance of the required licensing for the Director position, or for the continued operation of the District.

Section 5.11. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in

Sections 5.1-5.11 of this Agreement, shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.11 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1 Voluntary Resignation. Employee may resign at any time and agrees to give the District at least ~~sixty-three~~ sixty-three (6030) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of resignation, Employee shall not be entitled to a severance as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by the General Manager. The General Manager may terminate this Agreement and remove Employee from his position as Director at any time with or without cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes his reputation or impairs his ability to earn a living, or might damage his standing in a community, he is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) days of the General Manager's notice to Employee of his or her intent to terminate his employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session. The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear his name, if he is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to his position. In the event Employee does not request a "name-clearing" hearing before the Board, the General Manager's decision to terminate will be effective by the close of business on the fifth (5th) day after the General Manager provided notice to Employee about his intent to terminate his employment.

Section 6.3. Termination Without Good Cause. In the event the District terminates this Agreement without Good Cause, as defined in Section 6.4, below, within the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee a sum equal to nine (9) months' Base Salary ("Severance"). In the event the District terminates this Agreement without Good Cause after the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee Severance in a sum equal to six (6) months' Base Salary.

The Severance amounts set forth in this Section 6.3 are subject to the restrictions of Government Code section 53260, including, without limitation, that the maximum amount of Severance pay that Employee may receive shall be equal to the current base salary multiplied by the number of months' severance Employee is eligible for. ~~the lesser of (i) one month's Base Salary or (ii) Base Salary for the number of months remaining on the Term of this Agreement.~~ Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District, pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other District employees unless otherwise agreed to by the District and Employee. In the event District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at his-the Districts cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 6.4. Termination ~~For~~for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause as defined below. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment, including, but not limited to, any outstanding and owed standby compensation at the rate set forth in this Agreement and any and all benefits the District is obligated to provide under federal or state law.

"Good Cause", for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
- ~~5. Mismanagement;~~
- ~~6. Non performance of duties;~~
- 7.5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
- ~~8.6.~~ Repeated and protracted unexcused absences from the Director's office and duties;
- 9.7. Willful destruction or misuse of District property;

- ~~10.8.~~ Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
- ~~11.9.~~ Willful violation of federal, state or District discrimination laws;
- ~~12.10.~~ Continued substance abuse which adversely affects performance of Employee's duties as Director;
- ~~13.11.~~ Refusal to take or subscribe any oath or affirmation which is required by law; or
- ~~14.12.~~ Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of Director, by reason of sickness, accident, illness, injury, mental incapacity or health, for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. The District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the

Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: San Miguel Community Services District
ATTN: General Manager
1150 Mission Street
San Miguel, California 93451

and Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: San Miguel Community Services District
ATTN: Kelly Dodds
1150 Mission Street
San Miguel, CA 93451
w/ cc: home address on file

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

It is understood by both parties that Employee is employed under a separate Employment agreement for Assistant Fire Chief, and changes to, or termination of, one agreement does not affect the other.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms, and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

10.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the California Superior Court in and for the County of San Luis Obispo.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be

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set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

San Miguel Community Services District, a California community services district

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager

By: _____
Kelly Dodds, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, District General Counsel

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the San Miguel Community Services District, a California community services district (“District”), and Kelly Dodds, an individual (“Employee”). The District and Employee may individually be referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

- A. On June 25, 2007, Employee began employment with the District as a Utility Operator, a non-exempt position.
- B. In July 2011, Employee was promoted to Utilities Supervisor, a non-exempt position, the position he currently holds.
- C. On June 22, 2017, the Board of Directors (“Board”) for the District created the position of Director of Utilities for the District (“Director”) to serve as the department head for the District Utilities Department.
- D. The District requires the services of an employee for the position of Director.
- E. The District, acting by and through the Board, has evaluated Employee’s knowledge, experience, administrative skills and abilities, and desires to hire and appoint Employee as Director pursuant to the terms of this Agreement.
- F. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director.
- G. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

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Section 3.5. Schedule. The Director's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director position includes attendance at evening Board meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that the

Director must devote a great deal of his time outside normal office hours to business of the District and to that end, will be allowed to take compensatory leave as he shall deem appropriate during said normal office hours.

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Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System (“CalPERS”). The District will continue to contribute to Employee’s retirement at the rate which it is currently, and Employee will continue to pay Employee share at his current rate, subject to any changes required by CalPERS during the Term of this Agreement.

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Section 5.3. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District’s Personnel Policies. Employee’s accrual rate shall be based on Employee’s years of overall service with the District. All accrued vacation time from Employee’s position with the District as Utilities Supervisor shall roll over into Employee’s employment as Director of Utilities, and payable at the currently hourly rate in effect at the time of use.

Section 5.4. Holidays. Employee shall be entitled to all holidays as provided in the District’s Personnel Policies.

Section 5.5. Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act (“FLSA”). As such, he does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall earn seventy (70) hours of compensatory leave per year to be available at the commencement of each Fiscal Year (July 1st). Employee shall use compensatory leave time as otherwise required in the

District's Personnel Rules. Compensatory Leave shall not roll over, unused compensatory leave shall be paid out at the hourly rate of one and a half times the current hourly rate at the end of the fiscal year (June 30th). Employee shall be entitled to receive payment for one hundred percent (100%) of any unused compensatory leave time.

Section 5.6. Previous Compensatory Leave Time. Within thirty (30) days of the Effective Date of the Agreement, the District shall pay Employee any hours previously accrued by Employee, as the District's Utility Supervisor, as set forth in the District's Personnel Policies, to be paid at one and a half times the regular hourly rate as Utility Supervisor (\$55.08/ hour).

Section 5.7. Sick Leave. Employee shall accrue sick leave at a rate of one (1) sick day per month, up to a maximum of twelve (12) sick days per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may covert unused accrued sick leave into service credits with CALPERS upon retirement on the applicable regulations effective at the time of retirement. All accrued sick time from the prior position with the district shall rollover into Employee's position as Director of Utilities, including any adjustments made to correct prior errors. There shall not be a cap on sick leave accrual.

Section 5.8. District Vehicle. Employee may use a District Utility Department vehicle during District business hours, and in cases Employee is performing District-related duties in the field when on standby.

Section 5.9. Cell Phone Allowance. Employee shall receive a Fifty Dollar (\$50.00) per month cell phone allowance.

Section 5.10. Professional and Educational Development. The District agrees to budget Two Thousand Five Hundred Dollars (\$2,500.00) on an annual basis for reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to the maintenance of the required licensing for the Director position, or for the continued operation of the District.

Section 5.11. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.11 of this Agreement, shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.11 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1 Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established

between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of resignation, Employee shall not be entitled to a severance as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by the General Manager. The General Manager may terminate this Agreement and remove Employee from his position as Director at any time with or without cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes his reputation or impairs his ability to earn a living, or might damage his standing in a community, he is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) days of the General Manager's notice to Employee of his or her intent to terminate his employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session. The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear his name, if he is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to his position. In the event Employee does not request a "name-clearing" hearing before the Board, the General Manager's decision to terminate will be effective by the close of business on the fifth (5th) day after the General Manager provided notice to Employee about his intent to terminate his employment.

Section 6.3. Termination Without Good Cause. In the event the District terminates this Agreement without Good Cause, as defined in Section 6.4, below, within the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee a sum equal to nine (9) months' Base Salary ("Severance"). In the event the District terminates this Agreement without Good Cause after the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee Severance in a sum equal to six (6) months' Base Salary.

The Severance amounts set forth in this Section 6.3 are subject to the restrictions of Government Code section 53260, including, without limitation, that the maximum amount of Severance pay that Employee may receive shall be equal to the current base salary multiplied by the number of months' severance Employee is eligible for. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District, pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other District employees unless otherwise agreed to by the District and Employee. In the event District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at the Districts cost, pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 6.4. Termination for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause as defined below. If Employee is terminated for good cause, the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment, including, but not limited to, any outstanding and owed standby compensation at the rate set forth in this Agreement and any and all benefits the District is obligated to provide under federal or state law.

"Good Cause", for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
6. Repeated and protracted unexcused absences from the Director's office and duties;
7. Willful destruction or misuse of District property;
8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
9. Willful violation of federal, state or District discrimination laws;
10. Continued substance abuse which adversely affects performance of Employee's duties as Director;
11. Refusal to take or subscribe any oath or affirmation which is required by law;
or
12. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of Director, by reason of sickness, accident, illness, injury, mental incapacity or health, for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. The District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the District and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: San Miguel Community Services District
ATTN: General Manager
1150 Mission Street
San Miguel, California 93451

and Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: San Miguel Community Services District
ATTN: Kelly Dodds
1150 Mission Street
San Miguel, CA 93451
w/ cc: home address on file

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. It is understood by both parties that Employee is employed under a separate Employment agreement for Assistant Fire Chief, and changes to, or termination of, one agreement does not affect the other.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms, and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

10.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the California Superior Court in and for the County of San Luis Obispo.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

San Miguel Community Services District, a California community services district

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager

By: _____
Kelly Dodds, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, District General Counsel

EXHIBIT A



TITLE: DIRECTOR OF UTILITIES
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: Utility ~~Operations~~ Supervisor, Utility ~~Operator~~ III, Utility ~~Operator~~ II, Utility ~~Operator~~ I, Utility Worker
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee. The following certifications are required at the time of hire date or an equivalent combination of education and experience sufficient to successfully perform the duties of the position:

- California State ~~Water Board~~ Wastewater Grade 1 certification;
- California ~~Department of Public Health~~ ~~State Water Board~~ Grade 2 in Water Distribution; and
- California ~~Department of Public Health~~ ~~State Water Board~~ Grade 2 in Water Treatment.

The following licenses and certifications are required:

- Valid California Commercial Driver's License Class A or B;
- Standard First Aid certification; and
- Standard CPR certification.

Certification or other proof of formal training in water or wastewater fields, including automatic valves, pumps, and safety, is desirable.

EDUCATION: Minimum of a high school education. A Bachelor of Science degree or an Associate of Arts degree in Water Utility Science or related field is preferred.

EXPERIENCE: Minimum of four years of increasingly responsible experience in the construction, operation, and maintenance of water/wastewater facilities; proven ability to supervise, train, evaluate, and coordinate staff; proven ability to organize and manage competing tasks and priorities; ability to effectively utilize a personal computer.

This position requires the ability to work a varying work schedule and to be "on-call," work evenings, weekends, and Holidays for scheduled weekdays, weekends, and holidays.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with: General Manager and San Miguel Community Services District ("District") personnel to receive specific work assignments and review results, District personnel to discuss and resolve technical issues, front desk and customer service personnel to coordinate assignments; and all other District personnel as required.

EXTERNAL: Interaction with: general public to answer basic questions during the course of carrying out the work assignment, vendors to obtain parts and supplies; and emergency service personnel as required.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to sit, talk, and hear. The employee is frequently required to walk. The employee is occasionally required to: stand, use hands to manipulate, handle, and feel objects, tools, and controls; reach with hands and arms, climb and balance, and taste and smell. The employee may be exposed to extreme dampness, heights, and vibrations.

The employee will engage in active physical work without prolonged heavy exertion; but with continuous exposure to unpleasant elements such as dust, mud, fumes, odors, dampness, raw or treated sewage, noise levels, or outside weather conditions. The employee will be on his or her feet for most of the time, which involves bending, stopping, squatting, twisting, reaching, working on irregular surfaces, walking long distances, and climbing hills and ladders. The employee will frequently lift objects up to fifty (50) pounds and occasionally lift objects weighing over one hundred (100) pounds. The employee must have good hearing, sight, and speech capabilities.

ENVIRONMENTAL CONDITIONS

When working outdoors, work is performed in all types of weather. The employee will be subject to: noisy conditions, odors, contact with animals and insects, hazardous traffic conditions, confined spaces, variable weather conditions, possible exposure to heavy equipment, dust, and fumes. The employee will wear protective clothing as required. Appropriate personal safety equipment is provided.

When working indoors, work is performed in an office environment with lighting and ventilation. The indoor working environment is subject to conversational noise from other personnel within the facility, as well as standard background noise found in an office environment and exposure to a computer screen.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

This at-will, exempt position assigns, reviews, and evaluates the work of all field personnel in the operation, installation, maintenance, and repair of a .2 MGD wastewater treatment plant, water distribution and treatment systems, wastewater collection system; and all other District facilities and equipment. This position must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, or ability required.

Must be able to effectively lead, supervise, motivate, train, and evaluate personnel. Must be able to exercise sound and independent judgment to prioritize and manage projects. Must be familiar with public administration and budget development as they pertain to water and wastewater system maintenance. Must be able to implement and use proper techniques and equipment used in the operations, maintenance, and repair of water and wastewater systems and facilities. Must be knowledgeable about the methods, tools, and materials used in the water and wastewater fields, including knowledge of the processes involved with the distribution and treatment of potable water and the collection and treatment of wastewater. Must ensure safety protocols are followed. Must have knowledge of computer programs and SCADA for [treatment](#), operation, and maintenance. Must be able to use personal computers, keep accurate reports, maintain confidentiality, respond professionally to emergencies, and prepare basic reports and business letters. Must have knowledge of pertinent federal, state, and local laws, codes, and regulations. Must be able to communicate clearly and concisely, both orally and in writing.

The following tasks are typical for this classification. Incumbents may not regularly perform all the listed duties, but may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

Field Work

- Uses independent judgment to address routine and emergency operation, maintenance, and treatment of District's water, wastewater, and lighting systems and facilities; and
- Utilizes the skills of carpentry, painting, plumbing, plastering, welding, cement finishing, masonry and similar skills, performs the following:
 - Laying and joining pipe;
 - Breaking out pavement for installations;

- Maintenance/repair of mains and services;
- Repairing land areas for planting;
- Installing and maintaining customer meters;
- Performing routine maintenance on District equipment and facilities;
- Operating a variety of equipment, in the course of the above, including backhoe, earthmover, trucks, compressors, pneumatic hammers, drills and related machinery, welders, hand tools and similar equipment; and
- Administering, testing, and maintaining District's backflow system.
- Supervises day-to-day utility operations and emergency operations of District's water, wastewater, and lighting systems and facilities, including, but not limited to:
 - Overseeing operations, maintenance, and repair of the District's water, wastewater, and lighting systems;
 - Going to the work site to oversee day-to-day operations;
 - Ensuring supplies are properly inventoried and procured;
 - Coordinating with vendors and contractors;
 - Determining work priorities and monitoring work flow;
 - Meeting with staff to identify and address problems;
 - Ensures the District complies with state and federal requirements relative to drinking water and wastewater including treatment, testing, monitoring, and reporting;
 - Reading, interpreting, and coordinating execution of plans and specifications;
 - Performing inspection of private construction of water and wastewater facilities; and
 - Coordinating and ensuring equipment and facilities are maintained in proper working order.
 - Administers/ coordinates contracts with outside agencies and contractors for services, materials, and equipment.

Personnel Supervisor

- Assigns, reviews, plans, coordinates, and guides the work of other employees;
- Ensures that work schedules and operational logs are properly maintained;
- Performs performance evaluations for utilities personnel
- Recommends-Evaluates and implements. the hiring. transfer, promotion, salary increase, discipline, or discharge of staff;
- Evaluates the work of employees and prepares performance appraisals;
- Promotes staff development and motivation;
- Approves overtime, vacation, and other time off;
- Analyzes problems that arise in the areas of supervision and recommends-implements solutions; and
- Addresses and resolves complaints and procedures.

Training

- Assumes responsibility forAdministers training on all procedures, safety, use and operation of equipment, machinery and vehicles; and
- Ensures that District safety rules and regulations are being followed.

Administrative

- Long-Term Utility Operations:
 - Directs and participates in the development of goals, objectives, rules, policies, and operating procedures for field operations;
 - Coordinates the activities of the utilities department with other District departments;
 - Coordinates work with other county, state, and federal agencies;
 - Maintains water rights permits and oversees preparation of periodic reports to federal, state, county, and local agencies;
 - Approves the requisition of materials, supplies, and equipment;
 - Supports the District Strategic Plan and Mission statement;

- Identifies opportunities for improving service delivery methods and procedures, and implements improvements; and
 - Develops long-range strategic and financial goals for the utilities department.
- Advice and Consultation:
 - Attends meetings of the District Board of Directors ("Board");
 - Prepares detailed staff reports and makes presentations to the Board;
 - Provides technical information, advice, and consultation to the Board and the General Manager on water, wastewater, or lighting activities or problems;
 - Responds to citizen inquiries and complaints concerning operations and activities;
 - Keeps the General Manager informed of pertinent matters; and
 - Participates on District or community committees as assigned.
- Reporting and Budgeting:
 - Prepares departmental budgets, [budget](#) requests and controls expenditures;
 - Prepares cost estimates and specifications for outside contract work;
 - Calculates anticipated revenue or expenditures;
 - Develops and maintains accurate water, wastewater, and lighting maintenance information and records;
 - Directs the preparation and prepares a variety of reports related to operations, functions, and activities; and
 - Prepares procedures for tracking and evaluating the budget through the year.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Related Duties

- Performs all related duties as assigned by the General Manager.



TITLE: DIRECTOR OF UTILITIES
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: Utility Supervisor, Utility Operator III, Utility Operator II, Utility Operator I, Utility Worker
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee. The following certifications are required at the time of hire date or an equivalent combination of education and experience sufficient to successfully perform the duties of the position:

- California State Water Board Wastewater Grade 1 certification;
- California State Water Board Grade 2 in Water Distribution; and
- California State Water Board Grade 2 in Water Treatment.

The following licenses and certifications are required:

- Valid California Commercial Driver's License Class A or B;
- Standard First Aid certification; and
- Standard CPR certification.

Certification or other proof of formal training in water or wastewater fields, including automatic valves, pumps, and safety, is desirable.

EDUCATION: Minimum of a high school education. A Bachelor of Science degree or an Associate of Arts degree in Water Utility Science or related field is preferred.

EXPERIENCE: Minimum of four years of increasingly responsible experience in the construction, operation, and maintenance of water/wastewater facilities; proven ability to supervise, train, evaluate, and coordinate staff; proven ability to organize and manage competing tasks and priorities; ability to effectively utilize a personal computer.

This position requires the ability to work a varying work schedule and to be "on-call," for scheduled weekdays, weekends, and holidays.

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While performing the duties of this job, the employee is regularly required to sit, talk, and hear. The employee is frequently required to walk. The employee is occasionally required to: stand, use hands to manipulate, handle, and feel objects, tools, and controls; reach with hands and arms, climb and balance, and taste and smell. The employee may be exposed to extreme dampness, heights, and vibrations.

The employee will engage in active physical work without prolonged heavy exertion; but with continuous exposure to unpleasant elements such as dust, mud, fumes, odors, dampness, raw or treated sewage, noise levels, or outside weather conditions. The employee will be on his or her feet for most of the time, which involves bending, stopping, squatting, twisting, reaching, working on irregular surfaces, walking long distances, and climbing hills and ladders. The employee will frequently lift objects up to fifty (50) pounds and occasionally lift objects weighing over one hundred (100) pounds. The employee must have good hearing, sight, and speech capabilities.

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When working indoors, work is performed in an office environment with lighting and ventilation. The indoor working environment is subject to conversational noise from other personnel within the facility, as well as standard background noise found in an office environment and exposure to a computer screen.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

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Must be able to effectively lead, supervise, motivate, train, and evaluate personnel. Must be able to exercise sound and independent judgment to prioritize and manage projects. Must be familiar with public administration and budget development as they pertain to water and wastewater system maintenance. Must be able to implement and use proper techniques and equipment used in the operations, maintenance, and repair of water and wastewater systems and facilities. Must be knowledgeable about the methods, tools, and materials used in the water and wastewater fields, including knowledge of the processes involved with the distribution and treatment of potable water and the collection and treatment of wastewater. Must ensure safety protocols are followed. Must have knowledge of computer programs and SCADA for operation, and maintenance. Must be able to use personal computers, keep accurate reports, maintain confidentiality, respond professionally to emergencies, and prepare basic reports and business letters. Must have knowledge of pertinent federal, state, and local laws, codes, and regulations. Must be able to communicate clearly and concisely, both orally and in writing.

The following tasks are typical for this classification. Incumbents may not regularly perform all the listed duties, but may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

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- Uses independent judgment to address routine and emergency operation, maintenance, and treatment of District's water, wastewater, and lighting systems and facilities; and
- Utilizes the skills of carpentry, painting, plumbing, plastering, welding, cement finishing, masonry and similar skills, performs the following:
 - Laying and joining pipe;
 - Breaking out pavement for installations;
 - Maintenance/repair of mains and services;

- Repairing land areas for planting;
- Installing and maintaining customer meters;
- Performing routine maintenance on District equipment and facilities;
- Operating a variety of equipment, in the course of the above, including backhoe, earthmover, trucks, compressors, pneumatic hammers, drills and related machinery, welders, hand tools and similar equipment; and
- Administering, testing, and maintaining District's backflow system.
- Supervises day-to-day utility operations and emergency operations of District's water, wastewater, and lighting systems and facilities, including, but not limited to:
 - Overseeing operations, maintenance, and repair of the District's water, wastewater, and lighting systems;
 - Going to the work site to oversee day-to-day operations;
 - Ensuring supplies are properly inventoried and procured;
 - Coordinating with vendors and contractors;
 - Determining work priorities and monitoring work flow;
 - Meeting with staff to identify and address problems;
 - Ensures the District complies with state and federal requirements relative to drinking water and wastewater including treatment, testing, monitoring, and reporting;
 - Reading, interpreting, and coordinating execution of plans and specifications;
 - Performing inspection of private construction of water and wastewater facilities; and
 - Coordinating and ensuring equipment and facilities are maintained in proper working order.
 - Administers/ coordinates contracts with outside agencies and contractors for services, materials, and equipment.

Personnel Supervisor

- Assigns, reviews, plans, coordinates, and guides the work of other employees;
- Ensures that work schedules and operational logs are properly maintained;
- Performs performance evaluations for utilities personnel
- Evaluates and implements, the hiring, transfer, promotion, salary increase, discipline, or discharge of staff;
- Evaluates the work of employees and prepares performance appraisals;
- Promotes staff development and motivation;
- Approves overtime, vacation, and other time off;
- Analyzes problems that arise in the areas of supervision and implements solutions; and
- Addresses and resolves complaints and procedures.

Training

- Administers training on all procedures, safety, use and operation of equipment, machinery and vehicles; and
- Ensures that District safety rules and regulations are being followed.

Administrative

- Long-Term Utility Operations:
 - Directs and participates in the development of goals, objectives, rules, policies, and operating procedures for field operations;
 - Coordinates the activities of the utilities department with other District departments;
 - Coordinates work with other county, state, and federal agencies;
 - Maintains water rights permits and oversees preparation of periodic reports to federal, state, county, and local agencies;
 - Approves the requisition of materials, supplies, and equipment;
 - Supports the District Strategic Plan and Mission statement;
 - Identifies opportunities for improving service delivery methods and procedures, and implements improvements; and
 - Develops long-range strategic and financial goals for the utilities department.

- Advice and Consultation:
 - Attends meetings of the District Board of Directors (“Board”);
 - Prepares detailed staff reports and makes presentations to the Board;
 - Provides technical information, advice, and consultation to the Board and the General Manager on water, wastewater, or lighting activities or problems;
 - Responds to citizen inquiries and complaints concerning operations and activities;
 - Keeps the General Manager informed of pertinent matters; and
 - Participates on District or community committees as assigned.
- Reporting and Budgeting:
 - Prepares departmental budgets, budget requests and controls expenditures;
 - Prepares cost estimates and specifications for outside contract work;
 - Calculates anticipated revenue or expenditures;
 - Develops and maintains accurate water, wastewater, and lighting maintenance information and records;
 - Directs the preparation and prepares a variety of reports related to operations, functions, and activities; and
 - Prepares procedures for tracking and evaluating the budget through the year.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Related Duties

- Performs all related duties as assigned by the General Manager.

RESOLUTION NO. 2017- 41

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A REVISED
EMPLOYMENT AGREEMENT FOR KELLY DODDS AS DIRECTOR OF UTILITIES**

WHEREAS, San Miguel Community Services District (“District”) recently established the Director of Utilities position; and

WHEREAS, the Board approved Kelly Dodds to fill the position of Director of Utilities; and

WHEREAS, the Board previously approved, by resolution 2017-26, an employment agreement for Kelly Dodds to which revisions were necessary; and

WHEREAS, a revised employment agreement with Kelly Dodds detailing the terms and conditions of his employment was prepared and reviewed; and

WHEREAS, the Board of Directors seeks to approve the revised employment agreement.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving the revised employment agreement for Kelly Dodds as Director of Utilities which supersedes all prior versions, attached hereto 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 27th day of July, 2017.

Anthony Kalvans, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District
General Counsel



San Miguel Community Services District

Board of Directors Staff Report

July 27, 2017

AGENDA ITEM: XI – 10

SUBJECT: Review and Approve **Resolution No. 2017-42** authorizing revisions to the previously approved employment agreement for Board Clerk.

STAFF RECOMMENDATION:

Approve **Resolution No. 2017-42** authorizing revisions to the Board Clerk employment agreement previously approved by Board Resolution 2017-24 for Tamara Parent.

Background:

The San Miguel Community Services District (“District”) established the Board Clerk/ Account Clerk Manager position at the June 29, 2017, Board Meeting. The Board approved an Employment agreement for Tamara Parent (Parent) to serve as Board Clerk, Parent currently serves the District as an Account Clerk and Operations Coordinator. Parent and the District have drafted a revised employment agreement subject to Board of Directors (“Board”) approval.

Parent’s Employment Agreement (“Agreement”) includes the following key provisions:

- Effective date of employment shall commence once approved by the Board and executed by both the District and Parent.
- Base Salary of \$55,000.
- Vacation based on the accrual rate set forth in the District’s Personnel Policies, based on Parent’s total years of service with the District.
- District will contribute to Parents health benefits through CalPERS.
- Nine (9) months’ severance for termination without good cause within eighteen (18) months of the Agreement’s effective date or six (6) months’ severance for termination without good cause after eighteen (18) months.

Reason for revisions:

Revisions to the previously approved employment agreement are being brought to the Board to address minor errors and verbiage changes within the agreement. These changes were not evident

prior to the June meeting as Mrs. Parents legal counsel had not had a chance to review the agreement.

Fiscal Impact:

Since this position was approved previously, and there is no additional compensation from the prior agreement, there is no additional impact to the District.
No additional adjustments are necessary

Staff Recommendation:

Approve **Resolution No. 2017-42** authorizing revisions to the employment agreement previously approved by Board Resolution 2017-24 for Tamara Parent.

PREPARED BY:

Rob Roberson

Attachment:

Exhibit A: Resolution 2017-42

- Tamara Parent Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2017, by and between the San Miguel Community Services District, a California community services district (“District”), and Tamara Parent, an individual (“Employee”). District and Employee may individually be referred to herein as “Party” or collectively as “Parties”. There are no other parties to this Agreement.

RECITALS

- A. On January 17, 2014, Employee began employment with the District as an Account Clerk, a non-exempt position.
- B. On February 7, 2016, Employee was promoted to an Account Clerk 2/ Operations Coordinator, a non-exempt position, the position she currently holds.
- C. The District requires the services of an employee for the position of Clerk of the Board of Directors (“Board”).
- D. The District, acting by and through the Board, has evaluated Employee’s knowledge, experience, administrative skills and abilities, and desires to hire and appoint Employee as Board Clerk/Account Clerk Manager (“Board Clerk”) pursuant to the terms of this Agreement.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Board Clerk.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code (“Government Code”) section 53260 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall become effective once executed by both the District and Employee or July 1, 2017, whichever is later (“Effective Date”).

Section 3. Appointment of Board Clerk, Duties and Term.

Section 3.1. Appointment of Board Clerk and Duties. The Board hereby appoints Employee to the position of Board Clerk, in and for the District to perform the function and duties of the Board Clerk under the direction of the District General Manager (the "General Manager"). Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified under the laws of the State of California and Resolutions of the District, and such other duties and functions as the General Manager may from time-to-time assign.

~~**Section 3.2. Term.** The term of this Agreement shall be for three (3) years from the Effective Date ("Term"). The General Manager in his or her sole discretion may extend the Term from time to time. No later than six (6) months prior to the expiration of the Term, the General Manager shall provide written notice to Employee as to whether the General Manager intends to extend the Term.~~

Section 3.32. Board Clerk Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Board Clerk in accordance with the terms of the Agreement and the Board Clerk/Account Clerk Manager job description, which is attached hereto as **Exhibit A**.

Section 3.43. Secondary Employment. Employee agrees to devote all of her productive time, ability and attention to the District's business. ~~During the Term, as defined in Section 3.2 of this Agreement,~~ Employee shall not hold secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved in writing by the General Manager or the Board. Any secondary employment, approved to by the General Manager or the Board shall not interfere with Employee's duties and responsibilities specified in this Agreement and must not create a conflict of interest with said duties. Employee has the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services shall not interfere with her duties as Board Clerk.

Section 3.54. Exempt Employee. The general business hours for District employees are Monday through Fridays, 8:30 a.m. to 4:30 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*). Employee shall not receive overtime or extra compensation for hours worked outside of the District's general business hours, which are necessary to fulfill the duties of the Board Clerk position, unless otherwise provided in this Agreement.

Section 3.65. Schedule. The Board Clerk's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Board Clerk position includes attendance at evening Board meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that the Board Clerk must devote a great deal of her time outside normal office hours to

business of the District and to that end, will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours.

Section 3.76. At-Will Employment. Employee is an at-will employee serving at the pleasure of the Board and General Manager. Accordingly, the General Manager may terminate Employee's employment at any time, with or without cause. Only if Employee is terminated by the District without Good Cause, as defined in Section 6.3 of this Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

Section 3.87. No Property Right in Employment. Employee understands and agrees that the terms of her employment are governed only by this Agreement, and that no right of employment for any specific term is created by this Agreement. Employee further understands that based on her "at will" employment status, she acquires no property interest in her employment by virtue of this Agreement, and that she is not entitled to due process for any disciplinary actions, including termination, by the District.

Section 3.98. No Membership in Bargaining Unit. Employee understands that as Board Clerk she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 4. Compensation and Evaluations.

Section 4.1. Base Salary. The District agrees to pay Employee an annual salary of Fifty-Five Thousand Dollars (\$55,000.00) ("Base Salary"), payable in installments at the same time that the other District employees are paid. The Base Salary does not include any other benefits or supplemental pay Employee may be entitled to as otherwise set forth in this Agreement.

Section 4.2. Cost of Living Increase. Employee shall, annually (July 1st), receive a two and a half percent (2.5%) cost of living adjustment ("COLA") to the Base Salary for the duration of this agreement.

Section 4.3. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to pro-rata decrease based on the Board's adoption of a District wide unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 4.4. Review and Evaluation. The General Manager agrees to review and evaluate Employee's performance of her duties as Board Clerk pursuant to the terms of this Agreement ("Review and Evaluation") on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted one (1) month prior to Employee's anniversary date of this Agreement each year, or at the General Manager's discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System (“CalPERS”). The District will continue to contribute to Employee’s retirement at the rate which it is currently, and Employee will continue to pay Employee share at her current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute One Thousand Two Hundred Dollars (\$1,200.00) towards medical insurance benefits for Employee and ~~one~~ her dependent(s), through CalPERS, pursuant to the terms in the District’s Personnel Guidelines and Policies (“Personnel Policies”), existing as of the Effective Date of this Agreement. In the event Employee does not obtain medical insurance benefits through the District, Employee shall be entitled to a Two Hundred Fifty Dollar (\$250.00) payment per paycheck in lieu of medical benefits. At such time as the District offers a cafeteria plan to District employees, Employee may elect to transfer the cash in lieu payment set forth in this Section 5.2 towards such cafeteria plan based on her eligibility.

Section 5.4. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District’s Personnel Policies. Employee’s accrual rate shall be based on Employee’s years of overall service with the District. All accrued vacation time from Employee’s prior position with the District as Account Clerk 2/ Operations Coordinator shall roll over into Employee’s employment as Board Clerk/Account Clerk Manager, and payable at the currently hourly rate in effect at the time of redemption use.

Section 5.5. Holidays. Employee shall be entitled to all holidays as provided in the District’s Personnel Policies.

Section 5.6. Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act (“FLSA”). As such, she does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall earn seventy (70) hours of compensatory leave per year to be available at the commencement of each Fiscal Year (July 1st). Employee shall use compensatory leave time as otherwise required in the District’s Personnel Rules. Compensatory Leave shall not roll over, unused compensatory leave time shall be paid out at ~~the hourly rate of Twenty Eight Dollars and Sixty Five Cents (\$28.65) one and a half times the current hourly rate,~~ at the end of the fiscal year (June 30th). Employee shall be entitled to receive payment for ~~fifty percent (50%)~~ one hundred percent (100%) of any unused compensatory leave time.

Section 5.7. Previous Compensatory Leave Time. Within thirty (30) days of the Effective Date of the Agreement, the District shall pay Employee any Compensatory leave time hours previously accrued by Employee as the District's Account Clerk 2/ Operations Coordinator as set forth in the District's Personnel Policies, to be paid at the one and a half times the regular hourly rate as Account Clerk 2/ Operations Coordinator (\$28.70/hour).

Section 5.8. Sick Leave. Employee shall accrue sick leave at a rate of one (1) sick day per month, up to a maximum of twelve (12) sick days per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may covert unused accrued sick leave into service credits with CALPERS upon retirement on the applicable regulations effective at the time of retirement. All accrued sick time from the prior position with the District shall roll over into Employee's position as Board Clerk, including any adjustments made to correct prior errors. There shall not be a cap on sick leave accrual.

Section 5.9. Cell Phone Allowance. Employee shall receive a Fifty Dollars (\$50.~~00~~.00) per month cell phone allowance.

Section 5.10. Professional and Educational Development. The District agrees to budget Two Thousand Five Hundred Dollars (\$2,500.00) on an annual basis for reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to Board Clerk position, or for the continued operation of the District.

Section 5.11. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.10 of this Agreement shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.10 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least sixty-thirty (6030) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by General Manager. The General Manager may terminate this Agreement and remove Employee from her position as Board Clerk at any time with or without cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes her reputation or impairs her ability to earn a living, or might damage her standing in ~~an~~the community, she is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) days of the General Manager's notice to Employee of his or her intent to terminate her employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session. The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear her name, if she is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to her position. In the event Employee does not request a "name-clearing" hearing before the Board, the General Manager's decision to terminate will be effective by the close of business on the fifth (5th) day after the General Manager provided notice to Employee about his or her intent to terminate her employment.

Section 6.3. Termination Without Good Cause. In the event the District terminates this Agreement without Good Cause, as defined in Section 6.4, below, within the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee a sum equal to nine (9) months' Base Salary ("Severance"). In the event the District terminates this Agreement without Good Cause, as defined below, after the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee Severance in a sum equal to six (6) months' Base Salary.

The Severance amounts set forth in this Section 6.3 are subject to the restrictions of Government Code section 53260, including without limitation, that the maximum amount of Severance pay that Employee may receive shall be ~~the lesser of (i) one month's Base Salary or (ii) Base Salary for the number of months remaining on the Term of this Agreement equal to the current base salary multiplied by the number of months' severance Employee is eligible for.~~ Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other District employees unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at ~~him~~the Districts cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 6.4. Termination ~~For~~for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause, as defined, below. If Employee is terminated for good cause the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits

accrued as of Employee's last day of employment, ~~including but not limited to, any outstanding and owed standby compensation at the rate set forth in this Agreement,~~ and any and all benefits the District is obligated to provide under federal or state law.

“Good Cause” for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
- ~~5. Mismanagement;~~
- ~~6. Non performance of duties;~~
- ~~7.5.~~ Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
- ~~8.6.~~ Repeated and protracted unexcused absences from the Board Clerk/Account Clerk Manager's office and duties;
- ~~9.7.~~ Willful destruction or misuse of District property;
- ~~10.8.~~ Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
- ~~11.9.~~ Willful violation of federal, state or District discrimination laws;
- ~~12.10.~~ Continued substance abuse which adversely affects performance of Employee's duties as Board Clerk;
- ~~13.11.~~ Refusal to take or subscribe any oath or affirmation which is required by law; or
- ~~14.12.~~ Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of Director, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for

forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Board Clerk in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. The District shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the District and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: San Miguel Community Services District
ATTN: General Manager
1150 Mission Street
San Miguel, California 93451

and Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: San Miguel Community Services District
ATTN: Tamara Parent
1150 Mission Street
San Miguel, CA 93451
w/ cc: home address on file

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the California Superior Court in and for the County of San Luis Obispo in the State of California.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

San Miguel Community Services District, a California community services district

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager

By: _____
Tamara Parent, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, District General Counsel

EXHIBIT A

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the San Miguel Community Services District, a California community services district ("District"), and Tamara Parent, an individual ("Employee"). District and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

- A. On January 17, 2014, Employee began employment with the District as an Account Clerk, a non-exempt position.
- B. On February 7, 2016, Employee was promoted to an Account Clerk 2/ Operations Coordinator, a non-exempt position, the position she currently holds.
- C. The District requires the services of an employee for the position of Clerk of the Board of Directors ("Board").
- D. The District, acting by and through the Board, has evaluated Employee's knowledge, experience, administrative skills and abilities, and desires to hire and appoint Employee as Board Clerk/Account Clerk Manager ("Board Clerk") pursuant to the terms of this Agreement.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Board Clerk.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") section 53260 *et seq.*

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AGREEMENT

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Section 3.2. Board Clerk Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Board Clerk in accordance with the terms of the Agreement and the Board Clerk/ Account Clerk Manager job description, which is attached hereto as **Exhibit A**.

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Section 3.5. Schedule. The Board Clerk’s daily and weekly work schedule shall vary in accordance with the work required to be performed. The Board Clerk position includes attendance at evening Board meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that the Board Clerk must devote a great deal of her time outside normal office hours to business of the District and to that end, will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours.

Section 3.6. At-Will Employment. Employee is an at-will employee serving at the pleasure of the Board and General Manager. Accordingly, the General Manager may terminate Employee’s employment at any time, with or without cause. Only if Employee is terminated by the District without Good Cause, as defined in Section 6.3 of this

Agreement, shall Employee be entitled to a Severance, as defined in Section 6.3 of this Agreement.

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Section 3.8. No Membership in Bargaining Unit. Employee understands that as Board Clerk she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

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Section 4.2. Cost of Living Increase. Employee shall, annually (July 1st), receive a two and a half percent (2.5%) cost of living adjustment (“COLA”) to the Base Salary for the duration of this agreement.

Section 4.3. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to pro-rata decrease based on the Board’s adoption of a District wide unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 4.4. Review and Evaluation. The General Manager agrees to review and evaluate Employee’s performance of her duties as Board Clerk pursuant to the terms of this Agreement (“Review and Evaluation”) on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted one (1) month prior to Employee’s anniversary date of this Agreement each year, or at the General Manager’s discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System (“CalPERS”). The District will continue to contribute to Employee’s retirement at the rate which it is currently, and Employee will continue to pay Employee share at her current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute One Thousand Two Hundred Dollars (\$1,200.00) towards medical insurance benefits for Employee and her dependent(s), through CalPERS, pursuant to the terms in the District's Personnel Guidelines and Policies ("Personnel Policies"), existing as of the Effective Date of this Agreement. In the event Employee does not obtain medical insurance benefits through the District, Employee shall be entitled to a Two Hundred Fifty Dollar (\$250.00) payment per paycheck in lieu of medical benefits. At such time as the District offers a cafeteria plan to District employees, Employee may elect to transfer the cash in lieu payment set forth in this Section 5.2 towards such cafeteria plan based on her eligibility.

Section 5.4. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District's Personnel Policies. Employee's accrual rate shall be based on Employee's years of overall service with the District. All accrued vacation time from Employee's prior position with the District as Account Clerk 2/ Operations Coordinator shall roll over into Employee's employment as Board Clerk/ Account Clerk Manager, and payable at the currently hourly rate in effect at the time of use.

Section 5.5. Holidays. Employee shall be entitled to all holidays as provided in the District's Personnel Policies.

Section 5.6. Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, she does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall earn seventy (70) hours of compensatory leave per year to be available at the commencement of each Fiscal Year (July 1st). Employee shall use compensatory leave time as otherwise required in the District's Personnel Rules. Compensatory Leave shall not roll over, unused compensatory leave time shall be paid out at one and a half times the current hourly rate, at the end of the fiscal year (June 30th). Employee shall be entitled to receive payment for one hundred percent (100%) of any unused compensatory leave time.

Section 5.7. Previous Compensatory Leave Time. Within thirty (30) days of the Effective Date of the Agreement, the District shall pay Employee any Compensatory leave time hours previously accrued by Employee as the District's Account Clerk 2/ Operations Coordinator as set forth in the District's Personnel Policies, to be paid at the one and a half times the regular hourly rate as Account Clerk 2/ Operations Coordinator (\$28.70/ hour).

Section 5.8. Sick Leave. Employee shall accrue sick leave at a rate of one (1) sick day per month, up to a maximum of twelve (12) sick days per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may covert unused accrued sick leave into service credits with CALPERS upon retirement on the applicable regulations effective at the time of retirement. All accrued sick time from the prior position

with the District shall roll over into Employee's position as Board Clerk, including any adjustments made to correct prior errors. There shall not be a cap on sick leave accrual.

Section 5.9. Cell Phone Allowance. Employee shall receive a Fifty Dollars (\$50.00) per month cell phone allowance.

Section 5.10. Professional and Educational Development. The District agrees to budget Two Thousand Five Hundred Dollars (\$2,500.00) on an annual basis for reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to Board Clerk position, or for the continued operation of the District.

Section 5.11. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.10 of this Agreement shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.10 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts both accrued and owing under this Agreement. In the event of voluntary resignation, Employee shall not be entitled to Severance, as set forth in Section 6.3 of this Agreement.

Section 6.2. Termination by General Manager. The General Manager may terminate this Agreement and remove Employee from her position as Board Clerk at any time with or without cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes her reputation or impairs her ability to earn a living, or might damage her standing in the community, she is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) days of the General Manager's notice to Employee of his or her intent to terminate her employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session. The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear her name, if she is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to her position.

In the event Employee does not request a “name-clearing” hearing before the Board, the General Manager’s decision to terminate will be effective by the close of business on the fifth (5th) day after the General Manager provided notice to Employee about his or her intent to terminate her employment.

Section 6.3. Termination Without Good Cause. In the event the District terminates this Agreement without Good Cause, as defined in Section 6.4, below, within the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee a sum equal to nine (9) months’ Base Salary (“Severance”). In the event the District terminates this Agreement without Good Cause, as defined below, after the first eighteen (18) months of the Effective Date of this Agreement, the District shall pay Employee Severance in a sum equal to six (6) months’ Base Salary.

The Severance amounts set forth in this Section 6.3 are subject to the restrictions of Government Code section 53260, including without limitation, that the maximum amount of Severance pay that Employee may receive shall be equal to the current base salary multiplied by the number of months’ severance Employee is eligible for. Any cash settlement related to the termination of this Agreement received by Employee from the District shall be fully reimbursed to the District if Employee is convicted of a crime involving an abuse of his office or position while employed with the District pursuant to Government Code section 53243.2. This Severance shall be paid in the same manner as other District employees unless otherwise agreed to by the District and Employee. In the event the District terminates this Agreement, Employee shall be entitled to continued medical and dental benefits at the Districts cost pursuant to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Section 6.4. Termination for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause, as defined, below. If Employee is terminated for good cause the District shall not be required to pay any Severance under this Agreement, and the District shall have no obligation to Employee beyond those benefits accrued as of Employee’s last day of employment, and any and all benefits the District is obligated to provide under federal or state law.

“Good Cause” for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;

5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
6. Repeated and protracted unexcused absences from the Board Clerk/Account Clerk Manager's office and duties;
7. Willful destruction or misuse of District property;
8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
9. Willful violation of federal, state or District discrimination laws;
10. Continued substance abuse which adversely affects performance of Employee's duties as Board Clerk;
11. Refusal to take or subscribe any oath or affirmation which is required by law; or
12. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of Director, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period following exhaustion of such leaves.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless and indemnify Employee against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Board Clerk in accordance with California's Tort Claims Act (Government Code section 825 *et seq.*), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 10. General Provisions.

10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

10.6. Necessary Acts and Further Assurances. The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

10.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

10.10. Venue. Venue for all legal proceedings shall be in the California Superior Court in and for the County of San Luis Obispo in the State of California.

10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

San Miguel Community Services District, a California community services district

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager

By: _____
Tamara Parent, an individual

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Douglas L. White, District General Counsel

EXHIBIT A

RESOLUTION NO. 2017- 42

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A REVISED
EMPLOYMENT AGREEMENT FOR TAMARA PARENT AS BOARD CLERK/
ACCOUNT CLERK MANAGER**

WHEREAS, San Miguel Community Services District (“District”) recently established the Board Clerk/Account Clerk Manager position; and

WHEREAS, the Board approved Tamara Parent to fill the position of Board Clerk/ Account Clerk manager; and

WHEREAS, the Board previously approved, by resolution 2017-24, an employment agreement for Tamara Parent to which revisions were necessary; and

WHEREAS, a revised employment agreement with Tamara Parent detailing the terms and conditions of her employment was prepared and reviewed; and

WHEREAS, the Board of Directors seeks to approve the revised employment agreement.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution approving the revised employment agreement for Tamara Parent as Board Clerk/ Account Clerk Manager which supersedes all prior versions, attached hereto 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 27th day of July, 2017.

Anthony Kalvans, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District
General Counsel