BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President<br>Ward Roney, Director<br>Hector Palafox, Director<br>Crystal Lara, Director

## REGULAR MEETING AGENDA <br> 6:30 P.M. Closed Session 7:00 P.M. Opened Session SMCSD Boardroom 4-28-2022

## IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

please note the following changes to the District's ordinary meeting procedures:

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


## HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

Written / Read Aloud: Please email your comments to tamara.parent@ sanmiguelcsd.org (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.
Voice Mail: Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

## PUBLIC RECORD

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

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

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

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

Meeting Schedule: Regular Board of Director meetings are generally held in the 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: 6:30 PM
II. Roll Call: Gregory___ Kalvans___ Roney___ Palafox___ Lara___
III. Approval of Regular Meeting Agenda:

M $\qquad$ S $\qquad$ V $\qquad$
IV. ADJOURN TO CLOSED SESSION: Public Comment for items on closed session agenda Time:
A. CLOSED SESSION AGENDA:

## 1. PUBLIC EMPLOYMENT

Title: Interim General Manager; Pursuant to Government Code Section 54954.5
2. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:1
V. Call to Order for Regular Board Meeting/Pledge of Allegiance:

## VI. Report out of Closed Session

Time: $\qquad$

1. Report out of closed session by District General Counsel (WhiteBrenner, LLP)
VII. Public Comment and Communications for items not on the agenda:

## VIII. Special Presentations/Public Hearings/Other:

1. PUBLIC HEARING: To consider approving an Ordinance 01-2022 of the San Miguel Community Services District Board of Directors adopting a Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations.
IX. Staff \& Committee Reports - Receive \& File:

Non-District Reports:

1. San Luis Obispo County Organizations
2. Camp Roberts-Army National Guard

Verbal/Report
3. Community Service Organizations

Verbal Verbal

District Staff \& Committee Reports:
4. Interim General Manager
(Mr. Roberson)
Verbal
5. District General Counsel
(Mr. White)
(Mr. Dodds)
7. Fire Chief
(Chief Roberson)
Verbal
Report Attached
Report Attached

## X. CONSENT CALENDAR:

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

1. Approve Draft Board Meeting Minutes
A. 2-24-2022 Regular Board Meeting Minutes Draft
2. Approve RESOLUTION 2022-15 Declaring Hazardous Weeds a Public Nuisance within the District
3. Approve RESOLUTION 2022-16 adopting a standard water and wastewater application for service and an application for 24-hour turn on.
4. Approve RESOLUTION 2022-17 adopting a REVISED fee schedule for water meters, notices, and other services and or repair installation services provided by the District.
5. Approve RESOLUTION 2022-18 authorizing E-signatures

Public Comments on all Consent Items: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V

## XI. BOARD ACTION ITEMS:

1. Review, Discuss and Receive the Enumeration of Financial Reports for March 2022 (Hido)
A. Claims Detail Report
B. Statement of Revenue Budget vs Actuals
C. Rev Budget vs Actual Summary
D. Statement of Expenditures Budget vs Actual
E. Cash Report
F. Investment Portfolio Report
G. Q1 Investment Portfolio Report

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V $\qquad$
2. Consider Adoption of Ordinance 01-2022 of the San Miguel Community Services District to Adopt Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations. (Dodds/Dervin)

Recommendation: Adoption Ordinance 01-2022 Adopting Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V $\qquad$
3. Review and approve RESOLUTION 2022-19 authorizing Staff to prepare and deliver a Notice of Public Hearing to consider increasing solid waste collection rates by $8.59 \%$ pursuant to Proposition 218. (Dodds)

Recommendation: Approve RESOLUTION 2022-19 authorizing Staff to prepare and deliver a Notice of Public Hearing to consider increasing commercial solid waste collection rates.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$
$\qquad$
4. Review and discuss proposed Fiscal Year 2022-2023 Operation and Maintenance Budget and Project Budget for San Miguel Community Service District. (Hido/Roberson)

Recommendation: Review, discuss and provide feedback on FY 2022-23 Operation and Maintenance Budget and Project Budget.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V
5. Discuss and authorize the Director of Utilities to release an RFP for a Cost-of-Service Rate Study for Streetlighting and Landscaping, Wastewater, Water and Solid Waste. (Dodds)

Recommendation: Thru consensus, authorize the Director of Utilities to release a Cost-of-Service Rate Study.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$
$\qquad$
6. Consider Extension of Employment Agreement with Interim General Manager/Fire Chief Rob Roberson (Dervin)

Recommendation: Approve RESOLUITON 2022-23 extending employment of Interim General Manager/Fire Chief Rob Roberson by exercising option within his current employment agreement.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V__
7. Discuss and appoint the District General Manager and Director of Utilities as real property negotiators for the sale and or trade of assessor parcel number 021-261-019. (Dodds)

Recommendation: Appoint the District General Manager and Director of Utilities as real property negotiators for the sale and or trade of assessor parcel number 021-261-019.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V $\qquad$
8. Review and approve RESOLUTION 2022-20 authorizing the Director of Utilities to purchase and contract with CIO Solutions to replace computer hardware in an amount no to exceed $\$ 24,000$ and authorize a budget adjustment to all departments in an amount proportionate to their use of the hardware replaced. (object 475). (Dodds)

Recommendation: Approve RESOLUTION 2022-20 authorizing the Director of Utilities to purchase hardware and contract with CIO Solutions to install and configure the hardware and authorizing a corresponding budget adjustment.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V $\qquad$
9. Discuss acquiring an office trailer to be placed at the WWTF to serve as temporary District offices until permanent office space can be built at the WWTF or elsewhere (Dodds)

Recommendation: Provide direction to staff.
Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V
10. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)

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

Public Comments: (Hear public comments)
11. Review and approve RESOLUTION 2022-24 authorizing the Director of Utilities to contract with Water Systems Consulting (WSC) to provide engineering, design and project management services for the Machado Wastewater Treatment Facility upgrade in an amount not to exceed $\mathbf{\$ 1 , 2 0 2 , 4 0 4}$ and authorize a budget adjustment to the Wastewater Department with corresponding transfers from Capital Reserves. (object 587 - Project 20001). (Dodds)

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Recommendation: Approve RESOLUTION 2022-24 authorizing the Director of Utilities to contract with WSC for engineering, design and project management services for the Machado Wastewater Treatment Facility upgrade and corresponding budget adjustment and transfer.

Public Comments: (Hear public comments prior to Board Action) M $\qquad$ S $\qquad$ V $\qquad$

## XII. BOARD COMMENT:

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

## XIII. ADJOURNMENT TO NEXT REGULAR MEETING

ATTEST:

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

I, Kelly Dodds, Director of Utilities of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSD office on April 21, 2022

Date: April 21, 2022

Kelly Dodds, Director of Utilities
Rob Roberson, Interim General Manager/ Fire Chief
Raynette Gregory, SMCSD Board President 2022

## San Miguel Community Services District

## UTILITY STATUS REPORT

## Well Status:

- Well 4 is fully operational - Well Level 79.8' 4/11/2022 (STATIC)
- Well 3 is fully operational - Well Level $83.16^{\prime} 4 / 11 / 2022$ (STATIC)
- SLT well is in service
- Total combined average running hours per day (7.11)
(threshold for stage 1 resource severity level determination is 17 hours per day)


## Water System status:

Water leaks this month:0 This calendar year: 1
Water related calls through the alarm company after hours this month: 1 This Year: 2

## Sewer System status:

Sewer overflows this month: 0 this year: 1
Sewer related calls through the alarm company this month: 0 This Year: 1

- Video inspection of all sewer lines is in progress as time permits.


## WWTF status:

- Notice of Intent (NOI) for new general order permit from the Waterboard is in progress.
- NOI was submitted and we are awaiting a response from the Waterboard


## State Water Resources Control Board (SWRCB):

- Staff applied for Wastewater arearage on behalf of customers who qualified, funds have been received and applied to applicable accounts.
- Staff completed the application for a new arearage program to provide additional assistance to customers whom are behind in water and wastewater payments. Waiting for additional program information to provide to customers.


## Division of Water Resources (DWR):

- Draft consumer confidence report was sent to DWR for review. Pending approval will be sent out to customers in May or June


## Billing related activity:

- Total active accounts (at the time of this report)
- 904 water accounts
- 806 wastewater accounts
- Overdue accounts (at the time of this report)
- 21 accounts 60 days past due
- Accounts on a Payment Arrangement Agreement
- 2 accounts have started the arrangement
- Service orders (for prior month)
- 24 service orders issued and completed


## Lighting status:

- Working with PGE to correct billing issues related to Tract street lights


## Mission street Landscaping:

- .


## Solid Waste:

Mattress recycling

- Mattresses are accepted by appointment only, and only on Fridays between 8 am and 11 am.
E-Waste collection
- E-waste is accepted on Fridays between 8 am and 11 am .


## SB-1383:

## Project status:

- CAL OES Generator Project started October 2019
- (100\% GRANT FUNDED).
- All generators are installed, Well 3 and SLT are waiting on Gas meters
- Replacement water tank and pump station on east side of river/ water line replacement. started February 2022
- (POTENTIALLY 100\% GRANT FUNDED)
- Proposing the project to the RWMG to be included in the IRWM round 2 funding.
- Working with WSC to prepare the application
- Study to determine condition and I\&I of the existing sewer collection system started February 2021
- ( $\mathbf{1 0 0 \%}$ GRANT FUNDED)
- Updated information submitted to the state at their request. Waiting on a response.
- Mission Gardens Replacement Generator Project started January 2022
- (FUNDED WITH SURCHARGE FEES).
- Generator is on order and appropriate applications have been filed.
- Natural gas line installed.


## Board requested information:

- .


## Staffing

- Temporary Utility worker is being hired to fill in a labor gap while an operator is out.
- One vacant position.
- WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.
- Investigating feasibility of hiring an additional person to fill a need for compliance and reporting in the utilities departments.


## SLO County in San Miguel:

- .


## Caltrans in San Miguel:

Kelly Dodds

Kelly Dodds
Director of Utilities
Date: April $14^{\text {th }} 2022$

# San Miguel Community Services District Board of Directors Meeting 



April 28th, 2022,
AGENDA ITEM: IX 7
SUBJECT: Fire Chief \& Asst Fire Chief Report for March 2022.
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

## INCIDENT RESPONSE:

- Total Incidents for March 202219
- Average Calls for per 3 Months in 202222
- Total calls for the year to date 66

Emergency Response Man Hours in March $=71$
Stand-By Man Hours for February $=3$

Total
212
Total $\quad 12$
Total hr.
3.2 Per call for the year . 18 Per call for the year

| March YTD 66 calls |  |
| :--- | ---: |
| District calls | $55=83 \%$ |
| Mutual aid calls | $11=16 \%$ |
| Assist Camp Roberts | $1=1 \%$ |
|  |  |



| 30 25 <br> 20 <br> 15 <br> 10 | $21$ |  | $19$ |  |  |  |  |  |  |  | Total Calls <br> District |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 32 | 50 | 31 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 | 0000 |  |
| 0 | Jan | Feb | March | April | May | June | July | Aug | Sept | Oct | Nov | Dec |
| ■ Total Calls | 24 | 22 | 19 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| $\square$ District | 21 | 17 | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| - Mutual Aid | 3 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| ■ Camp Roberts | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

For 66 calls for 3 Month in 2022


| District Calls | 55 | $83 \%$ |
| :--- | :---: | :---: |
| Mutual Aid | 11 | $16 \%$ |
| xxxxxxxxxxxxxxxxxxxxxxxxxxx |  |  |
| Structure fires | 0 | $0 \%$ |
| Wildland Fires | 0 | $0 \%$ |
| Vehicle Fires | 0 | $0 \%$ |
| Misc. fire | 0 | $0 \%$ |
| Illegal Burn | 0 | $0 \%$ |
| Vehicle Accidents | 11 | $16.7 \%$ |
| False Alarms | 1 | $1.5 \%$ |
| Haz Condition | 2 | $3 \%$ |
| Haz Mat | 0 | $0 \%$ |
| Stand by | 0 | $0 \%$ |
| PSA | 4 | $6 \%$ |
| Medical Aids | 48 | $72.7 \%$ |

## Personnel:

We currently have 15 Active Members.
1 Chief
1 Asst. Chief/ Prevention Officer
1 Fire Captains
1 Engineers
11 Firefighters

## Fire Department Financial overview

## February 2022

Beginning - \$1,086,317.73
Received - $\$ 14,485.63=\$ 1,100,803.3$
Transferred in - $14,733.77=\$ 1,115,537.13$
Disbursed - $\$ 31.78=\$ 1,115,505.35$
Transferred Out - \$37,236.82 = \$1,078,268.53

## March 2022

Beginning - \$ 1,067,724.68
Received - $\$ 23,655.59=\$ 1,091,380.27$
Transferred in - \$15,332.91 = \$1,106,713.18
Disbursed - $\$ 0.00=\$ 1,106,713.18$
Transferred Out - $\$ 55,722.21=\$ 1,050,990.97$

## Equipment:

- All equipment is in service.


## Activities:

- Actively recruiting new Pay Call Firefighters.
- Actively working within the COVID standards.
- Working on the 2022/23 Budget.
- Working on the Temporary Housing Unit Project.
- Working on the Fire Department Strategic Master Plan with BHI.
- Working on facility plans for Phase 2 Apparatus Bay and Phase 3 Fire Station Remodel design.
- Reviewing the County Mutual Aid response agreement.


## Information:

- Fire Prevention Report.


## County Fire Chiefs Meeting Report:

Prepared By:
Rab Raberson / Scatt Young
Rob Roberson, Fire Chief \& Scott Young, Assistant Fire Chief

## FIRE EQUIPMENT

| Mileage/ Fuel | January |  | February |  | March |  | April |  | May |  | June |  | Total |  | Avg. MPG |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Diesel | mi. | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. |  |
| E-8696 | 13 | 0 | 34 | 19 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 90 | 19 | 4.7 |
| E-8668 | 88 | 14 | 32 | 23 | 68 | 25 | 0 | 0 | 0 | 0 | 0 | 0 | 188 | 62 | 3.0 |
| P-8651 | 65 | 30 | 26 | 0 | 65 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 156 | 70 | 2.2 |
|  |  |  |  |  |  |  |  |  |  | 6 Month Total |  |  | 434 | 151 | 2.9 |
| Gas | mi. | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. |  |
| U-8630 | 233 | 18 | 111 | 9 | 317 | 21 | 0 | 0 | 0 | 0 | 0 | 0 | 709 | 48 | 14.8 |
| C-8601 | 266 | 19 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 266 | 19 | 14.0 |
| C-8600 | 460 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 460 | 30 | 15.3 |
|  |  |  |  |  |  |  |  |  |  | 6 Month Total |  |  | 1435 | 97 | 14.8 |


| Mileage / Fuel | July |  | August |  | September |  | October |  | November |  | December |  | Total |  | Avg. MPG |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Diesel | mi . | gal. | mi . | gal. | mi . | gal. | mi. | gal. | mi . | gal. | mi. | gal. | mi. | gal. |  |
| E-8696 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 90 | 19 | 4.7 |
| E-8668 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 188 | 62 | 3.0 |
| P-8651 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 156 | 70 | 2.2 |
|  |  |  |  |  |  |  |  |  |  | 12 Month Total |  |  | 434 | 151 | 2.9 |
| Gas | mi. | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. | mi . | gal. |  |
| U-8630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 709 | 48 | 14.8 |
| C-8601 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 266 | 19 | 14.0 |
| C-8600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 460 | 30 | 15.3 |
|  |  |  |  |  |  |  |  |  |  | 12 Month Total |  |  | 1435 | 97 | 14.8 |

OC

| YTD 2021 Total | mi. | gal. | Avg. MPG |
| :---: | :---: | :---: | :---: |
| Diesel | 434 | 151 | 2.9 |
| Gas | 1435 | 97 | 14.8 |

Call per time of day and day of the week 2022



|  | JAN |  | FEB |  | MAR |  |  | APR |  | MAY |  | JUN |  | JUL |  | AUG |  | SEP |  | OCT |  | NOV |  | DEC |  | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \text { U } \\ & .{ }_{H}^{2} \\ & . \ddot{A} \end{aligned}$ |  | $\begin{aligned} & \text { U } \\ & \ddot{y} \\ & 0 \\ & 0 \end{aligned}$ |  | $\begin{aligned} & \text { 烒 } \\ & .0 \\ & 0 \end{aligned}$ |  | B 3 त 2 2 2 | $\begin{aligned} & \text { U } \\ & . \ddot{H} \\ & . \ddot{0} \end{aligned}$ |  | $\left\lvert\, \begin{gathered} \text { U } \\ \text { U } \\ .0 \\ 0 \end{gathered}\right.$ |  | $\begin{aligned} & \text { U } \\ & . \\ & .0 \\ & .0 \end{aligned}$ |  |  |  |  |  | $\begin{aligned} & H \\ & U \\ & H \\ & H \\ & 0 \end{aligned}$ |  | $\begin{aligned} & \text { U } \\ & \text { U } \\ & .0 n \\ & 0 \end{aligned}$ |  | $\begin{aligned} & \text { U } \\ & . \\ & . ⿹ 弋 工 \\ & .0 \end{aligned}$ |  | $\begin{aligned} & \text { U } \\ & . \ddot{H} \\ & . \ddot{n} \end{aligned}$ |  | $\begin{aligned} & \text { U } \\ & \ddot{H} \\ & \text { H } \\ & \ddot{a} \end{aligned}$ | 足 |
| Structure Fires | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Veg．Fires | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Vehicle Fires | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Misc．Fires | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Illegal Burning | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Vehicle Accidents | 2 | 0 | 4 | 3 | 1 | 1 | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 7 | 4 |
| False Alarms | 1 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1 | 0 |
| Hazardous Condition | 0 | 0 | 2 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 | 0 |
| Hazardous Materials | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Standby | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Pub．Svc．Asst． | 1 | 0 | 0 | 0 | 3 | 3 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 4 | 0 |
| Medical Aids | 18 | 3 | 11 | 2 | 12 |  | 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 41 | 7 |
| Call TOTALS | 22 | 3 | 17 | 5 | 16 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 55 | 11 |
|  | 25 |  | 22 |  | 19 |  |  | 0 |  | 0 |  | 0 |  | 0 |  | 0 |  | 0 |  | 0 |  | 0 |  | 0 |  | 66 |  |
| CPR | 0 | 0 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 | 0 |
| Mutual Aid SLO／Mon． | 2 | 0 | 5 |  | 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Camp Bob Asst． |  | 0 |  |  | 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Average Calls Per | Mo |  | 23.5 | Day |  | 0.8 |  | SLO Co．MA |  |  |  | 10 |  | Montrey Co．MA |  |  |  | 0 |  | CPR TOTAL |  |  |  |  |  | 0 |  |

This report was generated on 4/21/2022 8:21:15 AM
Daily Log Items per Personnel for Activity Code for Personnel
Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 03/01/2022 | End Date: 03/31/2022

| START |  | END |
| :--- | :--- | :--- | LOG TYPE



# San Miguel Community Services District <br> <br> Notice of Public Hearing On New Solid Waste and 

 <br> <br> Notice of Public Hearing On New Solid Waste and}

## Recycling Regulations and Enforcement

NOTICE IS HEREBY GIVEN, San Miguel Community Services District will hold a public hearing to consider the adoption an ordinance of the San Miguel Community Services District pertaining to solid waste and recycling regulations and enforcement on:

| Date: | April 28, 2022 |
| :--- | :--- |
| Time: | 7:00 P.M. |
| Place: | San Miguel Community Services District |
|  | 1150 Mission St., San Miguel, CA 93451 |

The District provides collection services for solid waste and recycling for properties within the District. The State of California has mandated that all residential and commercial solid waste patrons must participate in the recycling or composting of certain organic waste and recyclable materials by separating food waste from other waste at the time of collection. The separated waste will be collected by contract waste collection servicers and processed separately by waste processing servicers to satisfy the obligation The District must enact an ordinance to carry out the State mandate.

The District will be providing educational materials to ratepayers to inform them about the new law and their obligations. Penalties for failing to comply with the ordinance may be pursued by District management, and violations of the ordinance may be subject to administrative civil penalties starting on January 1,2024 . If an owner or occupant fails to properly separate and dispose of organic food waste or recyclables, the District is empowered to issue a written notice to the owner, his or her agent or person in control of the premises to direct the proper separation and collection of the waste or recyclables. The District will also be empowered to fine the owner or occupant for such failure. Other remedies allowed by law may also be used, including pursuing a civil action or seeking criminal prosecution of the violation as a misdemeanor or infraction. Owners or occupants who wish to appeal the citation may also utilize an administrative appeal process, which will be developed by the District in the coming months.

At the April 28, 2022, District Board meeting, the Board will hold a public hearing, and persons in attendance may provide comments and testimony. At the above noted time and place, testimony from interested persons will be heard and considered by the San Miguel Community Services District Board of Directors before taking action or making any recommendation on the proposed ordinance. On request, the agenda and the documents in the hearing agenda packet can be made available to persons with a disability. In compliance with the Americans with Disabilities Act, the San Miguel Community Services District encourages those with disabilities to participate fully in the public hearing process. Any person requiring special assistance to participate in the meeting should notify the Board Clerk by calling 805-467-3388 or in person at 1150 Mission Street, San Miguel, California, at least fortyeight (48) hours before the meeting.

Interested individuals will be given an opportunity to speak in favor or opposition to the above proposed action. Written comments are also acceptable, if submitted or delivered to the Board Clerk at the

District's Office (1150 Mission Street, San Miguel, California) prior to the public hearing. If a challenge to the above proposed action is made in court, persons may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the District before the meeting.

Copies of the proposed ordinance are available for public review at the District Office (1150 Mission Street, San Miguel, California) or may be found on the district website, www.sanmiguelcsd.org. Any additional questions should be directed to the Board Clerk at 805-467-3388, or stop by the office at 1150 Mission Street, San Miguel, California.

District Contact information: www.sanmiguelcsd.org or 805-467-3388.

## BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President<br>Ward Roney, Director<br>Hector Palafox, Director<br>Crystal Lara, Director

REGULAR MEETING MINUTES

## 6:30 P.M. Closed Session 7:00 P.M. Opened Session <br> SMCSD Boardroom 2-24-2022

| I. | Call to Order: | 6:30 PM |  |  |  |  | Video part 1/ Time: 0 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| III. | Roll Call: | Roney, P | afox, | gory, Kalval | vans (arr | ved at 7:11 pm) | ABSENT: Lara |
| III. | Approval of Regular Meeting Agenda: |  |  |  |  |  |  |
|  | Motion by: | Director | Gregory |  |  |  |  |
|  | Second by: | Director | Roney |  |  |  |  |
|  | Motion: | Voice V |  |  |  |  |  |
|  | Board Members | Ayes | Noes | Abstain | Recuse | Absent |  |
|  | R. Gregory | X |  |  |  |  |  |
|  | A. Kalvans |  |  |  |  | X |  |
|  | H. Palafox | X |  |  |  |  |  |
|  | W. Roney | X |  |  |  |  |  |
|  | C. Lara |  |  |  |  | X | 3/0/2 |

Public Comment for items on closed session agenda: None
IV. ADJOURN TO CLOSED SESSION: 6:31 PM
A. CLOSED SESSION AGENDA:

1. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
2. PUBLIC EMPLOYMENT

Title: Fire Prevention Officer; Pursuant to Government Code Section 54954.5
V. Pledge of Allegiance: Roney
VI. Call to Order for Regular Board Meeting/Report out of Closed Session Approximately 7:00 PM

Time: 7:00 PM

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

Direction was given to staff with no reportable action.
VII. Public Comment and Communications for items not on the Agenda:
IX. Staff \& Committee Reports - Receive \& File:

Non-District Reports:

1. San Luis Obispo County:

Video part 1/4 Time: 09:15
San Luis Obispo County Sheriff Michael Manuele gave verbal report on the calls for service statistics in January
Board Comment:
Public Comment:
None
None
2. Camp Roberts-Army National Guard

Video part 1/4 Time: 12:40
Kiba Baird reported on the upcoming standard training at Camp Roberts with no significant events coming up.

## Board Comment: None <br> Public Comment: None

3. Community Service Organizations:

Video part 1/4 Time: 14:20
Firefighter Association President Scott Young reported on their sponsorship for the Buzz Marathon but did not participate in the BBQ, and there was also a BBQ for the four San Miguel Firefighters who graduated from the Cal Fire PCF Academy, Sagebrush Days Parade is scheduled Noon on April 23, 2022, still looking forward to Easter egg hunt at Lillian Larsen.
Board Comment:
None
Public Comment: None

## District Staff \& Committee Reports:

4. Interim General Manager :

Report Attached
Video part 1/4 Time: 16:10
Interim General Manager gave verbal report on the Covid update and office procedures, the wastewater arrearage program, upcoming tasks for the Directors to have completed, financial preliminary budget and mid-year budget adjustments; reviewing of District personnel policy and service applications for owner liability clarifications, OES checks have been deposited, Payment Arrangements and automatic payment statistics, email bill options, County Clerk Recorder's Office reported that the Recall effort failed and read official letter from the county regarding Recall, IWMA greenwaste applications, compliant resolutions, GSA information, and Strategic Planning.

## Board Comment: None <br> Public Comment: None

5 District General Counsel:
No Report
Video part 1/4 Time: 23:40
Counsel Erin Dervin had nothing to report.
6. Director of Utilities:

Report Attached
Video part 1/4 Time: 23:50
Report as Submitted.

## Board Comment:

Director Palafox asked if the DO sensor was received and was responded to that it has been received.
Director Gregory asked about the water leak, the mattress intake, rv dump service possibility
Director of Utilities responded about the water leak, the mattress intake has increased, rv dump not likely because of difficulty to manage and other issues.
Director Kalvans asked question about the mattress drop off
Public Comment: None
7. Fire Chief:

Report Attached
Video part 2/4 time: 00:45
Report is submitted as written with notes that they are still recruiting for paid call firefighters

## Board Comment:

Director Roney made statement in appreciation for the Fire Department.
Director Gregory asked about the specifics of the recruits' training with Cal-Fire and discussion ensued.
Assistant Fire Chief added information about the training the recruits had done.
Public Comments for all reports: None
X. Consent Calendar:

Video part 2/4 Time: 04:40

1. Approve RESOLUTION 2022-07 identifying STAFF as the voting member in the Regional Water Management Group (RWMG) for the San Miguel Community Service District
2. Adopt RESOLUTION 2022-08 adopting the County of San Luis Obispo 2019 IRWM Plan.

Voice Vote.

| Board Members | Ayes | Noes | Abstain | Recuse | Absent |
| :--- | :---: | :---: | :---: | :---: | :---: |
| A. Kalvans | X |  |  |  |  |
| W. Roney | X |  |  |  |  |
| H. Palafox | X |  |  |  |  |
| R. Gregory | X |  |  |  |  |
| C. Lara |  |  |  |  | X |

## XI. Board Action Items:

Video part 2/4 Time: 05:45

1. Review, Discuss and Receive the Enumeration of Financial Reports for January 2022 (Hido)
A. Claims Detail Report
B. Statement of Revenue Budget vs Actuals
C. Rev Budget vs Actual Summary
D. Statement of Expenditures Budget vs Actual
E. Cash Report
F. Investment Portfolio Report

Report as submitted with note started the 22-23 budget process, going to be doing the annual review of policies, hoping the CPA will be able to view the financials before next meeting

## Board Comment:

Director Kalvans made statement in support of the hard work being done to sort out the financials by Mrs. Hido. Director Roney also made statement in appreciation for the confidence in the work done by Financial Officer Mrs. Hido
Public Comment: None
Motion by: Director Roney
Second by: Director Kalvans
Motion: $\quad$ Approve the Financial Reports for January 2022

| Board Members | Ayes | Noes | Abstain | Recuse | Absent |
| :--- | :---: | :---: | :---: | :---: | :---: |
| H. Palafox | X |  |  |  |  |
| W. Roney | X |  |  |  |  |
| A. Kalvans | X |  |  |  |  |
| R. Gregory | X |  |  |  |  |
| C. Lara |  |  |  |  | X |

2. Review and approve release Request for Proposal (RFP) for Auditing Services for the next three fiscal years. (Roberson)
Recommendation: Authorize the release of the Request for Proposal (RFP), requesting competitive proposals for District Financial Auditing
Interim General Manager read report as submitted.

## Board Comment:

Director Kalvans asked questions about the change of auditors practice and asked about the paperwork process.
Interim General Manager responded the process of selecting the auditor.

## Public Comment:

Owen Davis made comment about the previous auditor's report and concern on the information that was reviewed.

## Staff Comment:

Counsel Erin Dervin responded that auditors are specially trained and explained the in depth process that is done, and the difference between and annual audit and a forensic audit.
Interim General Manager responded that the auditor chooses what information they want to review and the District has passed all four audits with a "Fair " opinion over the past couple years.
Financial Officer stated that the monthly reports are the detailed review, and explained the difference between the quarterly, monthly, and annual reviews.
Director Gregory commented that the Interim General Manager has instilled better checks and balances to keep the District accountable and discussion ensued.

Motion by: \begin{tabular}{l}
Director Gregory <br>
Second by: <br>
Director Roney <br>
Motion: <br>

| Board Members | Ayes | Noes | Abstain | Recuse | Absent |
| :--- | :---: | :---: | :---: | :---: | :---: |
| A. Kalvans | X |  |  |  |  |
| H. Palafox | X |  |  |  |  |
| W. Roney | X |  |  |  |  |
| R. Gregory | X |  |  |  |  |
| C. Lara |  |  |  |  | X |


 

<br>
\hline
\end{tabular}

3. Discussion regarding upcoming Cost of Service Rate Study. (Dodds)

Recommendation: Discuss rate study process and provide direction to Staff
Director of Utilities stated the overview of this process, described how the study progresses, and what to expect along the way, the intent is to release the RFP in April, discussed history of the current rate structure, the nature of funding, the fees, the goal of the study, the time period, giving notice, investigate the current rate structure

## Board Comment:

Director Gregory asked about the time length, the projection for fees, water storage.
Director of Utilities responded to the Director the process and time length and discussion ensued.
Director Palafox asked how the study will affect the rates and about the current price.
Director of Utilities responded about the rates and discussion ensued.
Director Roney made multiple statements about the process and rates and more discussion ensued.

Director Kalvans made statement about the overall importance of this process, would like discussion on the different methodologies of this process, would like research analysis on neighboring areas, further discussion ensued.
Director of Utilities responded about the difference in potential charges and other methodologies.
Interim General Manager responded to the Director's comments about the workshops and other methodologies.
Director of Utilities suggests to see where the March 3rd planning goes and further discuss the plan.
More back and forth as discussion about the past rate study and process of the current rate study ensued.
Public Comment:
Owen Davis made comment about talking with the community, about considering household size in study.
Discussion Item Only

Video part 4/4 Time: 00:01

## 4. Amend Fire Prevention Officer Employment Agreement to Comport with CalPERS Rules <br> Requirements for Public Safety Retirement by RESOLUTION 2022-06. (Roberson/White)

Recommendation: Review and amend the Employment Agreement for Scott Young as the Fire Prevention Officer to comport with CalPERS Rules Requirements, and Authorize the Interim General Manager to execute the amended agreement
Counsel Erin Dervin presented the item on amending the Fire Prevention Officer's contract to add language as required by CalPERS.
Board Comment: None
Public Comment: None
Motion by: Director Gregory
Second by: Director Palafox
Motion: Approve Fire Prevention Officer's Employment Agreement to comport with CalPERS Rules

| Board Members | Ayes | Noes | Abstain | Recuse | Absent |
| :--- | :---: | :---: | :---: | :---: | :---: |
| H. Palafox | X |  |  |  |  |
| A. Kalvans | X |  |  |  |  |
| W. Roney | X |  |  |  |  |
| R. Gregory | X |  |  |  |  |
| C. Lara |  |  |  |  | X |

5. Continued discussion on the Fire Department Temporary Housing unit (Young)

Recommendation: Discuss the status and next steps for the Fire Department Temporary Housing unit
Fire Prevention Officer reported on the RFP results and individual costs for components received from two suppliers, received letters that some prices will be increasing, cost summary to date, installation details, and funding.

## Board Comment:

Director Gregory asked about the thicker walls and made comment about the models at Paso Wine Country RV.
Fire Prevention Officer responded the specifics of the walls and Discussion ensued
Public Comment: None
Discussion Item Only
Video part 4/4 Time: 13:05
6. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)
Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.
Director of Utilities read report as submitted on the updates of the Machado Wastewater Treatment Facility

## Board Comment:

Director Kalvans made comment about the end of term with Dudek.
Public Comment:
Owen Davis asked about the purple pipe for irrigation and the USDA funding.
Director of Utilities responded that the USDA funding will not cover the purple pipe, only what is required for the treatment plant and for the treatment plant to remain in compliance.

Discussion Item Only

> | XII. | BOARD COMMENT: |
| :--- | :--- |
| Director Kalvans commented about the CSDA conference coming up as a great opportunity for Board Members to $4 / 4$ Time: $18: 40$ |  |
| network and learn other ideas, grant funding available |  |
| Board Clerk clarified there is funding available and there are two conferences, described the process to apply. |  |
| Director Gregory asked about the details of the conference and discussion ensued. |  |
| Director Kalvans asked about submitting ideas to staff and was responded to compile it and send it to staff. |  |
| Director of Utilities made comment about being available to answer any questions outside of the Board Meetings. |  |
| Interim General Manager stated he will be out of the office March 14-April 1st and sent email to all Directors and |  |
| staff. |  |

XIII. ADJOURNMENT TO NEXT REGULAR MEETING 8:58 PM


# San Miguel Community Services District Board of Directors 

Staff Report

SUBJECT: Declaring Hazardous Weeds a Public Nuisance within the San Miguel Community Services District by Resolution 2022-15

STAFF RECOMMENDATION:
Staff recommends that the Board of Directors approve and adopt RESOLUTION NO. 2022-15 declaring hazardous weeds a public nuisance and direct staff to proceed with mailing notices to abate.

## DISCUSSION:

District Fire Department conducts a weed abatement program to reduce fuel load and eliminate fire hazards, pursuant to the authority contained in Government Code Section 61100(t), Health and Safety Code Sections 14875 et seq, and 2019 California Fire Code Section 4906 \& 4907. Abatement is initiated by resolution adoption declaring weeds and accumulation of fuels on identified properties as a public nuisance. Annually, the Fire Department inspects all parcels within its service boundaries for compliance with its weed abatement program. The parcels listed in Exhibit "A" in the attached Resolution were determined to be non-compliant with 113 lots and thereon are deemed a public nuisance.

A formal notice is sent to property owners following adoption of the attached Resolution. In accordance with the comprehensive weed abatement procedures set forth in the Health and Safety Code, a public meeting is scheduled for May $26^{\text {th }}, 2022$, to consider any objections by affected property owners. All parcels not corrected shall be placed on a list for abatement. Costs of abatement plus administrative expenses are placed as an assessment on each parcel's property tax bill.

## FISCAL IMPACT:

None. The costs of abatement are paid by the affected property owner. Administrative expenses are recovered by imposing a service charge.

Prepared by:

## Scott Young

Assistant Fire Chief
Prevention Officer

Approved by:

## Rale Rabersan

Interim General Manager /Fire Chief

Attachment: Resolution 2022-15

## RESOLUTION NO. 2022-15

## A RESOLUTION OF THE BOARD OF DIRECTORS DECLARING HAZARDOUS WEEDS, A PUBLIC NUISANCE WITHIN THE SAN MIGUEL COMMUNITY SERVICES DISTRICT

WHEREAS, the San Miguel Community Services District ("District") is a duly formed Community Services District under Government Code Section 61100(t), and has the power to provide protection against fire and risks of fire; and

WHEREAS, pursuant to the authority established in Health and Safety Code Section 14875, et seq., the District may declare hazardous weeds a public nuisance for the purposes of proceeding with a weed abatement program; and

WHEREAS, the District Board of Directors finds that it is in the public interest that hazardous weeds within the District be abated as an aid to fire prevention.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Miguel Community Services District as follows:

Section 1. That the articles set forth above are true and correct and are incorporated herein by this reference.

Section 2. That the weeds located on the private properties described in Exhibit "A" attached hereto and incorporated herein by this reference, all of which are located within the District, are hereby declared to be a public nuisance.

Section 3. In accordance with Health and Safety Code Section 14890, the District Fire Chief or His / Her Designee is hereby designated as the person to give the notice, substantially in the form proscribed by Health and Safety Code Section 14892, and 2019 California sections 4906, 4907 to destroy, modify, abate and remove such hazardous weeds and accumulation of fuels.

Section 4. That said nuisance, unless otherwise corrected, shall be abated by the District, and the cost thereof shall be assessed upon the parcels from which said nuisance is abated.

Section 5. That a public meeting shall be held on the proposed abatement of hazardous weeds on May $26^{\text {th, }} 2022$ at 7:00 p.m. at the following address: 1150 Mission Street, San Miguel California, 93451 , to provide an opportunity for all property owners having any objections to the proposed removal of such weeds to be heard and given due consideration.

Section 6. That the District Clerk is hereby authorized and directed to mail notice of the said hearing to the property owners as their names and addresses appear from the last equalized assessment roll as authorized by Health and Safety Code Section 14896.

On the motion of Director $\qquad$ seconded by Director $\qquad$ , and on the following roll call vote:

```
AYES:
NOES:
ABSENT:
ABSTAINING:
```

The foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

Raynette Gregory,
President Board of Directors
San Miguel Community Services District

ATTEST:
APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager
Douglas L. White, District General Counsel

|  | APN | Number | STREET |  | LEGAL | EST_ACRES | SITEZIP | COMMUNITY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0 | 021-352-001 | 00795 | SLO MONTEREY | RD | T25S R12E PTN SEC 20 | 4.85 | 93451 | SMIG |
| 1 | 021-323-004 | 00252 | 9TH | ST | TN SAN MIGUEL T25S R12E PTN SEC 20 | 0.68 | 93451 | SMIG |
| 2 | 021-323-001 | 00238 | 9TH | ST | TN SAN MIGUEL MC D ADD BL 77 PTN LTS 1 TO 5 | 0.23 | 93451 | SMIG |
| 3 | 021-323-006 | 00899 | L | ST | TN SAN MIGUEL MCD ADD BL 77 PTN LTS 1 TO 4 | 0.24 | 93451 | SMIG |
| 4 | 021-322-015 | 00939 | L | ST | TN SAN MIGUEL MCD ADD BL 30 LTS 12,13\& N 1/2 LT 14 | 0.29 | 93451 | SMIG |
| 5 | 021-322-014 | 00947 | L | ST | TN SAN MIGUEL MCD ADD BL 30 LTS 10 \& 11 | 0.2 | 93451 | SMIG |
| 6 | 021-322-013 | 00965 | L | ST | TN SAN MIGUEL MCD ADD BL 30 LTS 7, 8 \& 9 | 0.28 | 93451 | SMIG |
| 7 | 021-331-034 | 00968 | L | ST | TN SAN MIGUEL MC D ADD BL 61 LTS 23 THUR 24 | 0.19 | 93451 | SMIG |
| 8 | 021-331-001 | 00000 | L | ST | TN SAN MIGUEL BL 61 LTS 30 TO 32 | 0.28 | 93451 | SMIG |
| 9 | 021-331-019 | 00000 | MISSION | ST | MCD ADD BL 61 LT 4,5,PTN LT 3 \& PTN ABD RD | 0.28 | 93451 | SMIG |
| 10 | 021-371-001 | 00000 | CEMETERY | RD | T25S R12E SEC 20 PTN | 23.17 | 93451 | SMIG |
| 11 | 021-391-001 | 00000 | 10TH | ST | T25S R12E PTN SEC 20 | 19.62 | 93451 | SMIG |
| 12 | 021-391-002 | 00000 | 10TH | ST | T25S R12E PTNS SECS 17 \& 20 | 0.68 | 93451 | SMIG |
| 13 | 021-302-008 | 01010 | L | ST | TN SAN MIG BL 31 LTS 13 TO 16 LESS 50\% MR | 0.38 | 93451 | SMIG |
| 14 | 021-302-010 | 00000 |  |  | TN SAN MIGUEL BL 31 LTS 10 TO 12 | 0.3 | 93451 | SMIG |
| 15 | 021-302-016 | 01040 | K | ST | TN SAN MIG BL 31 LTS 22 TO 24 | 0.27 | 93451 | SMIG |
| 16 | 021-301-006 | 01099 | K | ST | TN SAN MIG BL 28 PTN LTS 1 TO 6 \& ABA ST | 0.63 | 93451 | SMIG |
| 17 | 021-301-004 | 00000 | K | ST | TN SAN MIG BL 28 PTN LTS 7 TO 16 | 0.08 | 93451 | SMIG |
| 18 | 021-302-006 | 01071 | L | ST | TN SAN MIGUEL BL 31 LTS 1 TO 4 | 0.42 | 93451 | SMIG |
| 19 | 021-272-032 | 01140 | K | ST | TN SAN MIG BL 32 LTS 232425 | 0.26 | 93451 | SMIG |
| 20 | 021-311-003 | 01042 | L | ST | TN SAN MIGUEL BL 60 LTS 22 \& 23 | 0.18 | 93451 | SMIG |
| 21 | 021-311-014 | 00000 |  |  | TN SAN MIGUEL BL 60 LTS 12 \& 13 | 0.17 | 93451 | SMIG |
| 22 | 021-272-019 | 01199 | L | ST | TN SAN MIGUEL BL 32 LTS 1 \& 2 | 0.18 | 93451 | SMIG |
| 23 | 021-281-011 | 00000 | MISSION | ST | TN SAN MIGUEL BL 59 LT 7 | 0.09 | 93451 | SMIG |
| 24 | 021-261-020 | 01215 | MISSION | ST | TN SAN MIGUEL BL 58 LT 15 | 0.08 | 93451 | SMIG |
| 25 | 021-261-019 | 01225 | MISSION | ST | TN SAN MIGUEL BL 58 LT 14 | 0.09 | 93451 | SMIG |
| 26 | 021-261-018 | 01235 | MISSION | ST | TN SAN MIGUEL BL 58 LT 13 \& PTN LT 12 | 0.16 | 93451 | SMIG |
| 27 | 021-261-016 | 01239 | MISSION | ST | TN SAN MIGUEL BL 58 LT 11 | 0.09 | 93451 | SMIG |
| 28 | 021-261-014 | 01249 | MISSION | ST | TN SAN MIGUEL BL 58 LT 9 | 0.09 | 93451 | SMIG |
| 29 | 021-261-013 | 01257 | MISSION | ST | TN SAN MIGUEL BL 58 LT 8 | 0.08 | 93451 | SMIG |
| 30 | 021-252-006 | 01201 | L | ST | TN SAN MIGUEL BL 33 LOTS 15 \& 16 | 0.19 | 93451 | SMIG |
| 31 | 021-252-013 | 01235 | L | ST | TN SAN MIG BL 33 LTS 12 TO 14 | 0.28 | 93451 | SMIG |
| 32 | 021-252-004 | 00000 |  |  | 000.60AC BUILDING | 0.74 | 93451 | SMIG |
| 33 | 021-202-016 | 00000 | K | ST | TN SAN MIG BL 34 LTS 17 \& 18 | 0.16 | 93451 | SMIG |
| 34 | 021-201-004 | 01343 | K | ST | TN SAN MIGUEL BL 25 LTS 9 TO 11 | 0.18 | 93451 | SMIG |
| 35 | 021-202-003 | 01372 | K | ST | TN SAN MIGUEL BL 34 LTS 28 \& 29 \& PTN LT 30 | 0.22 | 93451 | SMIG |
| 36 | 021-201-012 | 01377 | K | ST | TN SAN MIG BL 25 LTS 4 \& 5 | 0.14 | 93451 | SMIG |
| 37 | 021-211-012 | 01337 | MISSION | ST | TN SAN MIGUEL BL57 LTS 12 TO 16 | 0.42 | 93451 | SMIG |
| 38 | 021-211-016 | 01383 | MISSION | ST | TN SAN MIGUEL BL 57 LTS 1 TO 5 | 0.43 | 93451 | SMIG |
| 39 | 021-171-022 | 00355 | 14TH | ST | TN SAN MIGUEL BL 56 LTS 14 TO 16 | 0.28 | 93451 | SMIG |
| 40 | 021-171-013 | 01411 | MISSION | ST | TN SAN MIGUEL BL 56 LT 13 \& PTN LT 12 | 0.11 | 93451 | SMIG |
| 41 | 021-171-012 | 01417 | MISSION | ST | TN SAN MIG BL 56 LT 10 | 0.09 | 93451 | SMIG |
| 42 | 021-171-001 | 00340 | 15TH | ST | TN SAN MIGUEL BL 56 LTS 31 \& 32 | 0.18 | 93451 | SMIG |
| 43 | 021-162-007 | 00205 | 14 TH | ST | TN SAN MIGUEL BL 35 LTS 17 \& 18 | 0.17 | 93451 | SMIG |
| 44 | 021-162-005 | 01430 | K | ST | TN SAN MIGUEL BL 35 LTS 21 \& 22 | 0.17 | 93451 | SMIG |
| 45 | 021-161-005 | 01421 | K | ST | TN SAN MIGUEL BL 24 LTS 12 TO 16 | 0.28 | 93451 | SMIG |
| 46 | 021-122-021 | 01502 | K | ST | TN SAN MIGUEL BL 36 PTN LTS 17 TO 19 | 0.13 | 93451 | SMIG |
| 47 | 021-122-008 | 01532 | K | ST | TN SAN MIGUEL BL 36 LTS 22 \& 23 | 0.19 | 93451 | SMIG |
| 48 | 021-122-007 | 01540 | K | ST | TN SAN MIGUEL BL 36 LT 24 | 0.1 | 93451 | SMIG |
| 49 | 021-122-006 | 01540 | K | ST | TN SAN MIGUEL BL 36 LT 25 | 0.09 | 93451 | SMIG |
| 50 | 021-122-012 | 01599 | L | ST | TN SAN MIGUEL BL 36 LTS 1 TO 3 | 0.23 | 93451 | SMIG |
| 51 | 021-131-023 | 01599 | MISSION | ST | PM 46/72 PAR 4 \& PTN RD | 0.15 | 93451 | SMIG |
| 52 | 021-131-016 | 01575 | MISSION | ST | PM 46/72 PAR 3 | 0.12 | 93451 | SMIG |
| 53 | 021-131-029 | 01520 | L | ST | TN SAN MIGUEL BL 55 PTN LTS 19 \& 20 | 0.1 | 93451 | SMIG |
| 54 | 021-131-025 | 00340 | 16TH | ST | TN SAN MIGUEL PM 53-75 PAR 2 | 0.17 | 93451 | SMIG |
| 55 | 021-091-016 | 00000 | MISSION | ST | TN SAN MIG PTN OF STREET ADJACENT TO BL 53 | 0.57 | 93451 | SMIG |
| 56 | 021-157-042 | 00000 | BENEDICT | ST | TR 2605 LT 42 | 12.83 | 93451 | SMIG |
| 57 | 021-092-002 | 00000 | 17TH | ST | TN SAN MIGUEL BL 68 \& PTN ABD RD | 1.28 | 93451 | SMIG |
| 58 | 021-112-002 | 00000 | 16TH | ST | TN SAN MIGUEL BL 67 \& PTN ABD RD | 1.1 | 93451 | SMIG |
| 59 | 021-141-024 | 00000 | MISSION | ST | PM 63/67-71 PAR 8 | 0.43 | 93451 | SMIG |
| 60 | 021-141-007 | 01530 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 61 | 021-141-009 | 01510 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 62 | 021-141-010 | 01490 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 63 | 021-141-013 | 01460 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 64 | 021-141-014 | 01450 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 65 | 021-141-015 | 01440 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.08 | 93451 | SMIG |
| 66 | 021-141-016 | 01430 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.07 | 93451 | SMIG |
| 67 | 021-241-008 | 00000 | 11TH | ST | T25S R12E PTN SEC 16 | 0.48 | 93451 | SMIG |
| 68 | 021-351-004 | 00000 |  |  | T25S R12E SEC 20 PTN LT 37 | 4.66 | 93451 | SMIG |
| 69 | 021-363-037 | 00926 | SOKA | WY | TR 2527 REMAINDER | 2.24 | 93451 | SMIG |
| 70 | 021-351-006 | 00000 | MISSION | ST | T25S R12E SEC 20 PTN LT 38 | 2.02 | 93451 | SMIG |
| 71 | 021-291-013 | 01140 | N | ST | TN SAN MIGUEL BL 74 LTS 21 TO 24 | 0.35 | 93451 | SMIG |
| 72 | 021-221-017 |  |  |  |  | 4.85 | 93451 | SMIG |
| 73 | 021-231-017 | 00599 | 12TH | ST | T25S R12E PTN SEC 16 | 0.31 | 93451 | SMIG |
| 74 | 021-231-041 | 00000 | N | ST | TN SAN MIGUEL BL 73 PTN LTS 10 THRU 14 | 0.3 | 93451 | SMIG |


| 75 | 021-231-024 | 01222 | N | ST | TN SAN MIGUEL BL 73 PTN LTS 10 TO 14 | 0.48 | 93451 | SMIG |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 76 | 021-231-036 | 00000 | N | ST | TN SAN MIGUEL BL 72 LTS 5, 6, \& 7 | 0.34 | 93451 | SMIG |
| 77 | 021-231-035 | 01380 | N | ST | TN SAN MIGUEL BL 72 LTS 3 \& 4 | 0.23 | 93451 | SMIG |
| 78 | 021-231-005 | 00590 | 14TH | ST | TN SAN MIGUEL T25S R12E PTN SEC 16 | 0.66 | 93451 | SMIG |
| 79 | 021-193-014 | 01415 | VERDE | PL | TN SAN MIGUEL TR 32 BL 2 LTS 10 \& 11 | 0.32 | 93451 | SMIG |
| 80 | 021-151-043 | 00000 | 16TH | ST | T25S R12E PTN SEC 16 | 0.92 | 93451 | SMIG |
| 81 | 021-151-039 |  |  |  |  | 1.34 | 93451 | SMIG |
| 82 | 021-151-045 | 00000 | 15TH | ST | TR 2136 LT 47 | 3.17 | 93451 | SMIG |
| 83 | 021-195-007 | 00000 | 15TH | ST | 002.00AC VACANT | 1.91 | 93451 | SMIG |
| 84 | 027-272-001 | 13060 | RIVER BLUFFS | LN | TR 2647 LT 1 | 1.83 | 93451 | SMIG |
| 85 | 027-272-002 | 13075 | RIVER BLUFFS | LN | TR 2647 LT 2 | 1.69 | 93451 | SMIG |
| 86 | 027-272-003 | 13095 | RIVER BLUFFS | LN | TR 2647 LT 3 | 1.02 | 93451 | SMIG |
| 87 | 027-272-004 | 13105 | RIVER BLUFFS | LN | TR 2647 LT 4 | 1.03 | 93451 | SMIG |
| 88 | 027-272-006 | 13145 | NORTH BLUFFS | CT | TR 2647 LT 6 | 1.36 | 93451 | SMIG |
| 89 | 027-272-007 | 13165 | NORTH BLUFFS | CT | TR 2647 LT 7 | 2.44 | 93451 | SMIG |
| 90 | 021-071-001 | 00000 |  |  | 002.11AC VACANT | 2.07 | 93451 | SMIG |
| 91 | 027-221-041 | 08750 | OAK | DR | SAN LAWR TER PTN LT 31 | 3.18 | 93451 | SMIG |
| 92 | 027-221-011 | 02882 | SAN PABLO | DR | SAN LAWR TER PTN LT 32 | 0.94 | 93451 | SMIG |
| 93 | 027-221-023 | 02884 | SAN PABLO | LN | SAN LAWR TER PTN LT 32 | 0.71 | 93451 | SMIG |
| 94 | 027-221-045 | 08550 | MAGDALENA | DR | SAN LAWR TER LT 34 | 10.33 | 93451 | SMIG |
| 95 | 027-221-044 | 00000 | LINDA VISTA | DR | SAN LAWR TER LT 33 | 11.91 | 93451 | SMIG |
| 96 | 027-251-017 | 00000 | MAGDALENA | DR | SAN LAWR TER PTN LTS 41 \& 42 | 26.31 | 93451 | SMIG |
| 97 | 027-221-036 | 09630 | RIVER | RD | SAN LAWR TER LT 39 | 3.29 | 93451 | SMIG |
| 98 | 027-251-019 | 09510 | RIVER | RD | SAN LAWR TER LT 48 | 2.05 | 93451 | SMIG |
| 99 | 027-251-004 | 08742 | MAGDALENA | DR | SAN LAWR TER PTN LT 46 | 1.13 | 93451 | SMIG |
| 100 | 027-251-005 | 08733 | MAGDALENA | DR | SAN LAWR TER PTN LT 45 | 0.76 | 93451 | SMIG |
| 101 | 027-251-014 | 08707 | MAGDALENA | DR | SAN LAWR TER PTN LT 44 | 0.87 | 93451 | SMIG |
| 102 | 027-221-039 | 08655 | MISSION | LN | SAN LAWR TER LT 24 | 5.1 | 93451 | SMIG |
| 103 | 027-221-058 | 03495 | SAN PABLO | LN | SAN LAW TER PTN LT 27 | 1.66 | 93451 | SMIG |
| 104 | 027-221-002 | 08795 | RIVER | RD | SAN LAWR TER TR PTN LT 28LESS 49\% MIN RTS | 2 | 93451 | SMIG |
| 105 | 027-221-056 | 09850 | RIVER | RD | PM 42-81 PAR 2 | 1.75 | 93451 | SMIG |
| 106 | 027-221-052 | 08845 | OAK | DR | SAN LAWR TER PTN LT 36 | 0.92 | 93451 | SMIG |
| 107 | 021-241-020 | 00000 | 12TH |  | T25S R12E PTN SEC 16 | 6.66 | 93451 | SMIG |
| 108 | 021-401-011 | 00124 | LUBOVA | WY | T25S R12E PTN SEC 16 | 1.27 | 93451 | SMIG |
| 109 | 021-401-017 | 00000 | 11TH | ST | T25S R12E PTN SEC 16 | 0.32 | 93451 | SMIG |
| 110 | 021-401-018 | 00100 | LUBOVA | WY | T25S R12E PTN SEC 16 | 0.17 | 93451 | SMIG |
| 111 | 021-401-016 | 00652 | 11TH | ST | T25S R12E PTN SEC 16 | 0.17 | 93451 | SMIG |
| 112 | 021-221-001 | 01390 | MISSION | ST | TN SAN MIGUEL PTN DEPOT GRDS | 0.36 | 93451 | SMIG |
| 113 | 021-351-003 | 00000 | MISSION | ST | PM 25/90 PAR 1 \& PTN ABD RD | 0.23 | 93451 | SMIG |

San Miguel Community Services District

# Board of Directors <br> Staff Report 

April 28 ${ }^{\text {th }} \mathbf{2 0 2 2}$
AGENDA ITEM: X-3

$$
\begin{array}{ll}
\text { SUBJECT: } & \text { Approve RESOLUTION 2022-16 adopting a standard Water and } \\
& \text { Wastewater application for service and an application for 24-hour turn on. }
\end{array}
$$

## RECOMMENDATION:

Approve RESOLUTION 2022-16 adopting a standard Water and Wastewater application for service and an application for 24-hour turn on.

The District uses a standard application for Water and Wastewater service. Recently, staff identified the need to incorporate additional information on the application to ensure that sufficient information was available and required acknowledgements of liability will be signed by the owners of rental properties. The attached application includes the needed information and acknowledgments which will assist staff in contacting renters and owners, if necessary, in the future.
A new application for 24-hour turn-ons was developed in order to accommodate the growing request by owners and realtors to turn on water for a 24 -hour inspection window. This application has more specific information then the standard service application and due to the short-term and additional staff time necessary to facilitate this type of service it also requires an application fee. This fee has been set at $\$ 65$, this is only cost recovery for the projected District cost to process the paperwork and time and equipment to turn the service on and off.

If approved, this Resolution will grant the General Manager authority to approve modifications to said applications in the future, if he or she deems them appropriate and necessary.

Staff and Legal Counsel have reviewed the applications for uniformity and applicable legal compliance

## Fiscal Impact:

There is no associated impact in approving these proposed applications.
PREPARED BY: Kelly Dodds, Director of Utilities
Attachment: 1) Resolution No 2022-16, 2) Proposed Utility fee schedule

## RESOLUTION NO. 2022-16

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING APPLICATIONS FOR WATER AND WASTEWATER SERVICE AS WELL AS 24-HOUR TURN ON.

WHEREAS, the San Miguel Community Services District ("District") operates water and wastewater services within the District Boundaries; and

WHEREAS, the District Board of Directors ("Board") has determined that standard applications are necessary to ensure that sufficient information and acknowledgments are gathered to protect the interests of the District in providing these services; and

WHEREAS, the District Board of Directors ("Board") authorizes the General Manager to approve modifications to said applications in the future, if he or she deems them appropriate and necessary; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby approves the attached applications and authorizes the General Manager to approve modifications to said applications in the future, if he or she deems them appropriate and necessary.

PASSED AND ADOPTED by the Board of Directors on a motion of Director, $\qquad$ , seconded by Director, $\qquad$ by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

Raynette Gregory, President Board of Directors

## ATTEST:

[^0]
## APPROVED AS TO FORM:

Douglas L. White, District General Counsel

SAN MIGUEL COMMUNITY SERVICES DISTRICT
1150 MISSION ST. | PO BOX 180 | SAN MIGUEL, CA 93451 | (805)467-3388 | Fax: (805)467-9212 WATER AND/OR SEWER SERVICE APPLICATION

## Application Date:

$\qquad$ Customer \#:
*Have you ever had Water and/or Sewer service in San Miguel? Yes / No*If yes, name on account or previous address:
PROPERTY INFO
Service Address $\qquad$
Lot \# $\qquad$ Tract \#

APN \# $\qquad$ -

Service Start Date: $\qquad$ 1 1


Applicant's Name: $\qquad$
Spouse/Co-Occupant: $\qquad$
Cell Phone :
$\qquad$ _) $\qquad$ -
Cell Phone : ( $\qquad$ _) $\qquad$ -

Mailing Address:

$\qquad$ Home Phone: $\qquad$ ) _-$-$

Email: $\qquad$ License \#: $\qquad$ SSN: XXX - XX - $\qquad$
Employer Name: $\qquad$ Elderly-Third party Name: $\qquad$ Number: $\qquad$ ) -

OWNER INFORMATION: (If different from applicant)
Owner Name: $\qquad$
$\square$ I attest to the above tenant signing this agreement and understand if the tenant does not comply with the terms and conditions that ultimate liability falls upon myself as the owner of the propoerty. Owner Signature: $\qquad$ (This field is required for tenants applying for service)
Owner's Mailing Address: $\qquad$ Phone \#:( $\square$ ) Existing

## SERVICE INFORMATION: (for office use) $\square$ New Hook up

 Meter \#: $\qquad$ Service Order \#: $\qquad$ Final/Start Meter Read:
## TERMS AND CONDITIONS

The undersigned Applicant hereby requests the San Miguel Community Services District, herein referred to as SMCSD, provide services as noted above in accordance with the applicable connection fees, service charges, ordinances, rules and provisions of the SMCSD. In consideration of the SMCSD's acceptance of this application and contract, applicant hereby understands, certifies and agrees as follows:

- Payment- The applicant agrees to pay for water and/or sewer services rendered by the SMCSD. Charges for services will be made at the regular established rates for the class of service applicable to the applicant. It is the consumer's responsibility to review the bill for accuracy and notify the SMCSD of any concerns, issues or discrepancies. Billing Policy: www.sanmiguelcsd.org
- Delinquency- Payment are Due Upon Receipt, accounts will be considered past due after 30 days from billing date indicated on the billing statement. Payments received after the will be assessed a $10 \%$ penalty of any unpaid balance. The applicant agrees to pay reasonable expenses of collection, including attorney's fees and court costs should it become necessary to use such measures to collect the charges made to the applicant's account. The SMCSD shall terminate service on delinquent accounts not paid after notice. Billing Policy: www.sanmiguelcsd.org In order to restore service, the customer must bring current all delinquent charges. In addition, SMCSD will charge a reconnection fee. A fee of $\$ 30.00$ will be charged for each returned check.
- Reasonable Access- The applicant shall permit the SMCSD authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Service may be terminated if access is not permitted.
- Termination of Service- The applicant agrees to be responsible for the payment of utility charges incurred at these premises until their responsibility is terminated in one of the following ways:
1.By requesting termination of service in writing or in person at the SMCSD office.
2.By coordinating transfer of the account to a new owner or tenant. Billing Policy: www.sanmiguelcsd.org

The applicant warrants that all information provided by them in this application is true and correct and understands that false or misleading information shall be cause for the SMCSD to deny or cancel service and demand immediate payment of any amounts which are due.
Service is not valid until Utility Service Agreement is signed and received by an authorized agent of San Miguel Community Services District. By signing, I agree that I have read the terms and conditions listed above and agree to comply: www.sanmiguelcsd.org

Print : $\qquad$ Sign: $\qquad$ Date: $\qquad$ 1 1

Billing Policy information in Spanish, Chinese, Tagalog, Vietnamese, and Korean on District Website: www.sanmiguelcsd.org

SAN MIGUEL COMMUNITY SERVICES DISTRICT
WATER AND/OR SEWER SERVICE APPLICATION
FOR INSPECTION 24 HOUR TURN-ON ONLY

## Application Date:

$\qquad$

Service Address
APN \# $\qquad$ - $\qquad$ -- $\qquad$

BILLING INFO:
Agency Name:
Contact Name: $\qquad$
Mailing Address: $\qquad$

PROPERTY OWNER INFORMATION: (REQUIRED If different from applicant)
Owner Name: $\qquad$ Phone \#:
Real Estate License No. Office Phone \#: (___ ) )_--
$\qquad$ ) $\qquad$ $-$ Contact Phone \#: ( Zip

## Email:

Start Date:
Start Time: $\qquad$ ___/ /

## THERE IS A NON-REFUNDABLE ACTIVATION FEE OF $\$ 65.00$. ANY USAGE MORE THAN ONE UNIT OF WATER WILL BE CHARGED PER OUR BILLING POLICY. SERVICE WILL BEGIN AT THE START TIME AND END AFTER 24 HOURS.

Owner's Mailing Address: $\qquad$ Email:
Owner Must Accept Ultimate Liability (see Terms and Conditions) Signature:

## SERVICE INFORMATION: (for office use)

Meter \#:
Service Order \#: $\qquad$ Final/Start Meter Read:

## TERMS AND CONDITIONS

The undersigned Applicant hereby requests the San Miguel Community Services District, herein referred to as SMCSD, provide services as noted above in accordance with the applicable connection fees, service charges, ordinances, rules and provisions of the SMCSD. In consideration of the SMCSD's acceptance of this application and contract, applicant hereby understands, certifies and agrees as follows:

- Owner Liability- The Owner accepts liability for any charges applied to account due to usage during inspection, damage done to meter, or other necessary fees established by the District for temporary activation of water service.
- Payment- The applicant agrees to pay for water and/or sewer services rendered by the SMCSD. Charges for services will be made at the regular established rates for the class of service applicable to the applicant. It is the consumer's responsibility to review the bill for accuracy and notify the SMCSD of any concerns, issues or discrepancies. Billing Policy: www.sanmiguelcsd.org
- Delinquency- Payment are Due Upon Receipt, accounts will be considered past due after 30 days from billing date indicated on the billing statement. Payments received after the will be assessed a $10 \%$ penalty of any unpaid balance. The applicant agrees to pay reasonable expenses of collection, including attorney's fees and court costs should it become necessary to use such measures to collect the charges made to the applicant's account. The SMCSD shall terminate service on delinquent accounts not paid after notice. Billing Policy: www.sanmiguelcsd.org In order to restore service, the customer must bring current all delinquent charges. In addition, SMCSD will charge a reconnection fee. A fee of $\$ 30.00$ will be charged for each returned check.
- Reasonable Access- The applicant shall permit the SMCSD authorized representatives to enter on the customer's premises at all reasonable times for purposes connected with rendering, billing, or disconnecting utility services. Service may be terminated if access is not permitted.
- Termination of Service- The applicant agrees to be responsible for the payment of utility charges incurred at these premises until their responsibility is terminated in one of the following ways:

1. By requesting termination of service in writing or in person at the SMCSD office.
2. By coordinating transfer of the account to a new owner or tenant. Billing Policy: www.sanmiguelcsd.org

The applicant warrants that all information provided by them in this application is true and correct and understands that false or misleading information shall be cause for the SMCSD to deny or cancel service and demand immediate payment of any amounts which are due. Service is not valid until Utility Service Agreement is signed and received by an authorized agent of San Miguel Community Services District. By signing, I agree that I have read the terms and conditions listed above and agree to comply: www.sanmiguelcsd.org
$\qquad$ Sign: $\qquad$ Date: $\qquad$

# San Miguel Community Services District 

# Board of Directors <br> Staff Report 

April 28 ${ }^{\text {th }} \mathbf{2 0 2 2}$
AGENDA ITEM: X-4
SUBJECT: Approve RESOLUTION 2022-17 adopting a REVISED fee schedule for water meters, notices, and other services and or repair installation services provided by the District.

## RECOMMENDATION:

Approve Resolution No 2022-17 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the district

Through normal District operation, staff is requested to provide assistance to contractors, property owners and homeowners to shut down water and sewer services and/or mains in order to perform repairs, modifications, or additions as required by their construction plans. The proposed fees provide an avenue to recover the cost of providing these services to the contractor, property owner or homeowner. These costs are to recover the cost to the District. They are not meant to provide any additional revenue beyond cost recovery for personnel and equipment usage.

At the regular meeting of the San Miguel Community Services District Board of Directors ("Board") in September 2021, the Board approved the previous revisions to the fee schedule for water and wastewater related cost recovery.

At this time, staff is requesting that the Board approve a revision to the schedule approved in 2021 in order to include the fee for backflows as authorized in the Water Ordinance of $\$ 1$ per month per backflow device, as well as an application fee for '24-hour Turn-ons' of $\$ 65$ per application. The remainder of the schedule fees shall remain the same.

## Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting the proposed fee schedule will provide cost recovery for these services being performed.

PREPARED BY: Kelly Dodds, Director of Utilities
Attachment: 1) Resolution No 2022-17, 2) Proposed Utility fee schedule

## RESOLUTION NO. 2022-17

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE <br> SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A FEE SCHEDULE FOR WATER METERS, NOTICES AND OTHER SERVICES AND OR REPAIR INSTALLATION SERVICES PROVIDED BY THE DISTRICT

WHEREAS, the San Miguel Community Services District ("District") has established a fee schedule to recover costs for services, such as but not limited to: notices, standbys, temporary shutoffs, repairs, engineering, equipment usage; and

WHEREAS, the District Board of Directors ("Board") has determined that these fees are representative of the actual cost to the District, and that the fees are intended to recover costs related to these services and that these fees shall be in effect as of May $1^{\text {st }}, 2022$; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need to adopt a fee schedule as set forth in the attached Exhibits.

BE IT FURTHER RESOLVED, this Resolution shall rescind resolution 2021-30 and shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director $\qquad$ seconded by Director, $\qquad$ by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

Raynette Gregory, President
Board of Directors

## ATTEST:

Robert Roberson, Interim General Manager

## APPROVED AS TO FORM:

Douglas L. White, District General Counsel

# San Miguel Community Service District Water, Wastewater, Lighting Fee Schedule 

| Description | FEE | TYPE | Fund |
| :---: | :---: | :---: | :---: |
| Water and Wastewater |  |  |  |
| During normal business hours |  |  |  |
| Water or wastewater system tie in and repairs (staff/ hour/ min 1 hour) Staff x \# hours | 70 | Hourly | Water/Sewer |
| Temporary water disconnection for contractors (door hangers) | 15 | Each | Water |
| Temporary water disconnection and standby for contractors (water shutoff and turn on) During normal hours only | 70 | Hourly | Water |
| After hours, weekend or holidays |  |  |  |
| Water or wastewater system tie in and repairs (staff/ hourly) Number of People x hours | 104 | Hourly | Water/Sewer |
| Temporary water disconnection for contractors (door hangers) | 20 | Each | Water |
| Temporary water disconnection and standby for contractors (shutoff and turn on) | 104 | Hourly | Water |
| Engineering and Rentals |  |  |  |
| Rental Equipment rates will be at actual rental cost plus 15\% |  |  | Water/Sewer |
| District owned Equipment rates | 50 | Hourly | Water/Sewer |
| District Engineer plan review (Billed at actual cost plus 15\%) |  |  | Water/Sewer |
| Water meter installation fees |  |  |  |
| 1" water meter for new service (per meter) | 450 | Each | Water |
| $11 / 2$ " water meter for new service (per meter) | 600 | Each | Water |
| 2" water meter for new service (per meter) | 750 | Each | Water |
| $5 / 8$ " or 1" replacement water meter for existing service (per meter) | 375 | Each | Water |
| 11/2" replacement water meter for existing service (per meter) | 550 | Each | Water |
| $2^{\prime \prime}$ replacement water meter for existing service (per meter) | 700 | Each | Water |
| Meters larger then 2" must be quoted at the time meters are needed. |  | Each | Water |
| Service interruption/ Door hangers |  |  |  |
| Tampering (intentional damage to District infrastrutre will be at actual cost of repairs) | 60 | Each | Water/Sewer |
| 48 hour shutoff door hanger (for non-payment) | 15 | Each | Water/Sewer |
| 24 hour shutoff door hanger (for non-payment) | 15 | Each | Water/Sewer |
| Service Disconnect Door Hanger (for non-payment) - in addition to the reconnect fee | 15 | Each | Water/Sewer |
| Service Reconnect after lock off (account must be brought current) | 75 | Each | Water/Sewer |
| AFTER HOURS Reconnect after service has been locked off (account must be brought current proof of payment required) | 125 | Each | Water/Sewer |
| Will serve/ Connection fees |  |  |  |
| See approved will serve application for a related fees |  |  |  |
| All estimated application, review and inspection fees due prior to will serve letter release |  |  |  |
| See approved resolution for water and sewer connection fees |  |  |  |
| 100\% of fees for water, sewer and lighting due prior to water meter set. |  |  |  |
| New Accounts/ application fees |  |  |  |
| Renter Deposit - will be refunded after deducting any outstanding balances upon leaving rental property. | 120 |  | Water/Sewer |
| 24 hour Turn-on application fee- to turn on service for a 24 hour inspection | 65 | Each | Water/Sewer |
| Past Due |  |  |  |
| Penalty on balances 30 days past due | 10\% | Monthly | Water/Sewer |
| Penalty on balances 60 days or more past due | 1\% | Monthly | Water/Sewer |
| Special |  |  |  |
| Fire Flow request from a hydrant or main (actual flow or engineer modeling) | 150 | Each | Water |
| Backflow testing, certification and reporting (per device, bypass' are considered a separate device) | 50 | Each | Water |
| Monthly backflow fee per Water Ordinance 01-2019 section 6.1.4 | 1 | Monthly | Water |

## RESOLUTION NO. 2022-18

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT ADOPTING AN ELECTRONIC RECORDS AND ELECTRONIC SIGNATURE POLICY

WHEREAS, the District desires to implement industry best practices using electronic records and electronic signatures to effectively manage documents in accordance with California state law; and

WHEREAS, the District desires to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law; and

WHEREAS, the use of digital signatures will enhance the quality of documents, increase signing efficiency, and provide sound District-wide records management.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Miguel Community Services District as follows:

1. The Board of Directors finds that this action is not a project subject to the California Environmental Act ("CEQA") because it involves only general policy and procedure making and does not have the potential for resulting in either a direct or physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (CEQA Guidelines, §§ 15002(d), 15378, 15061(b)(3).)
2. The foregoing recitals are adopted as findings of the Board of Directors as though fully set forth herein.
3. The Electronic Records and Electronic Signatures Policy is hereby adopted as follows:

## ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

## Purpose:

This Policy is intended to enable the District to use electronic records, electronic signatures, and digital signatures to the fullest extent allowed by law, and does not limit the District's ability to use electronic records, electronic signatures, or digital signatures in any way.

## Definitions:

A. "Electronic record" has the same meaning as set forth in California Civil Code section 1633.2, as may be amended.
B. "Electronic signature" has the same meaning as set forth in California Civil Code section 16433.2, as may be amended.
C. "Digital signature" has the same meaning as set forth in California Government Code section 16.5 , as may be amended.
D. "UETA" means the Uniform Electronic Transaction Act, commencing at section 1633.1 of the California Civil Code.

## Use of Electronic Records and Electronic Signatures

A. In any transaction or communication with the District for which the parties have agreed to conduct the transaction or communication by electronic means, the following provisions apply:

1. When a record is required to be in writing, an electronic record satisfies that requirement, if it is in accordance with the UETA.
2. When a signature is required, the parties may agree that either:
i. An electronic signature satisfies that requirement, if it is in accordance with the UETA; or
ii. A digital signature satisfies that requirement, if it is in accordance with California Government Code section 16.5.
B. All District resolutions requiring approval by the District's General Counsel which are electronically executed by the General Counsel hold the same force and effect as if physically executed by the General Counsel.

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

AYES:
NOES:
ABSENT:
ABSTAINING:
The foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April, 2022.

Raynette Gregory, SMCSD Board President

## ATTEST:

Robert Roberson, General Manager

Tamara Parent, Board Clerk

## APPROVED AS TO FORM:

Douglas L. White, District Counsel

BOARD ACTION: Review the enumeration of Financial Reports for March 2022
March 2022 Revenue: $\$ 227,870.28$ Sale Revenues, Property Taxes, DWR Grant, and Franchise Fees.
March 2022 Expenses: $\$ 201,578.69$

## FIRE DEPT PROJECTS:

Resolution 2021-05: MDC- Budget: $\$ 20,000.00$
MARCH costs: 0
Project costs to date: $\$ 6,707.59$ ( $34 \%$ spent)
Status: In Process

Fire Temporary Housing Unit-
MARCH costs: 0
Project costs to date: $\$ 8,096.01$
Status: In Process

Fire Station Remodel-
MARCH costs: \$877.50
Project costs to date: $\$ 2,210.00$
Status: In Process

## UTILITY DEPT PROJECTS:

Resolution 2021-06: Generator Project- $\$ 230,000.00$ CALOES Power Resiliency Grant
MARCH costs: Toste Const. - Asphalt Seal \$1,130.00
Grant use to date: $\$ 184,275.45$ (currently $80 \%$ of the grant has been used)
Status: In Process
WWTF Expansion Resolution 2021-20,32,33,35- by SWRCB Order June 2018
MARCH costs: Dudek, MDC civil engineering
Project costs to date: $\$ 473,597.84$
Status: In Process

WWTF Resolution 2021-32: FRM replace Dissolved Oxygen meters- Budget: \$16,971.60
MARCH costs: $\$ 16,971.60$ Fluid Resource Mgmt- Probes/Analyzers
Status: Completed
WWTF Resolution 2021-33: MBR- Budget: $\$ 206,835.37 / \$ 6,894,512.30$
MARCH costs: $\$ 23,028.02$ Fluid Resource Mgmt- Engineering UV
Project costs to date: $\$ 128,468.83$ ( $62 \%$ spent)
Status: In Process
WWTF Resolution 2021-35: Headworks- Budget: \$250,231.00
MARCH costs: 0
Status: Started

WWTF Resolution 2022-04: WSC - NOI for Permit- Budget: \$50,000.00
MARCH costs: $\$ 3,592.50$ WSC - NOI/Permit Docs Review
Project costs to date: $\$ 3,592.50$ ( $7 \%$ spent)
Status: In Process
Resolution 2022-03: Mission Gardens Lift Stations Generator- Budget: $\$ 27,722.34$
MARCH costs: 0
Project costs to date: $\$ 5,475.49$ ( $20 \%$ spent)
Status: In Process

## LEGAL SERVICES

MARCH Legal bills: \$18,342.70 (January \& February billing)

## 2021/22 LEGAL EXPENSES TO DATE:

| BOARD MEETINGS: | $\$$ | $23,506.04$ |
| :--- | :--- | ---: |
| CSD BOARD REQUESTS: | $\$$ | $2,434.58$ |
| GENERALCSD/ADMIN: | $\$$ | $8,652.61$ |
| GENERAL HR AND HR CONTRACTS: | $\$$ | $10,148.11$ |
| HR INVESTIGATION/ARBITRATION: | $\$$ | $3,793.78$ |
| PUBLIC RECORDS REQUESTS: | $\$$ | $1,115.89$ |
| RECALL: | $\$$ | $15,165.90$ |
| SEWER: | $\$$ | $14,896.00$ |
| STEINBECK: | $\$$ | $22,959.30$ |
| WHITE OAK: | $\$$ | $3,330.20$ |
| WATER: | $\$$ | $4,471.50$ |
|  | $\$$ | $\mathbf{1 1 0 , 4 7 3 . 9 1}$ |

## OTHER GENERAL OPERATING EXPENSES- FEBRUARY

- CalPERS $\$ 20,054.06$ - March monthly
- PG\&E \$9,128.13 - Facilities electric bill March
- Toste Construction $\$ 8,808.00$ - Asphalt and Sealing
- BHI Management Consulting \$8,751.15 - Strategic Planning Meeting
- US Bank $\$ 5,035.52$ - Monthly CSD Credit Card expenses
- Shore-Tek \$2,993.8 - Parts and Trench Plates
- Ferguson Enterprises \$2,917.68 - Pipes \& Fittings
- Univar USA \$2,182.16 - Chlorine
- Advanced Infrastructure \$1,985.89 - Warthog Nozzle
- CIO Solutions \$1,709.00 - Monthly IT Support
- C\&N Tractor \$1,682.69 - STL TS 500I-AZ and Throttle Repair
- FGL Environmental \$1,589.00 - Labs and Testing
- Viborg \$1,163.39 - Base and Sand
- Core \& Main \$1,137.8 - Water Meters
- WEX Bank \$719.48 - Monthly CSD District Vehicle Fuel Cards


## PREPARED BY:

## Michelle Fitida

Financial Officer

## REVIEWED BY:

Interim General Manager/Fire Chief

* ... Over spent expenditure

* ... Over spent expenditure

* ... Over spent expenditure

* ... Over spent expenditure

* ... Over spent expenditure

* ... Over spent expenditure

| Claim/ <br> Line \# | Check | ```Vendor #/Name/ Invoice #/Inv Date/Description``` | $\begin{gathered} \text { Document \$/ } \\ \text { Line \$ } \end{gathered}$ | Disc \$ | PO \# | Fund | Org | Acct | Object | Proj | Cash Account |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7809 | 19541S | 109 FERGUSON ENTERPRISES | 318.10 |  |  |  |  |  |  |  |  |
| 1 | 9790039-2 | 2 03/03/22 COUP CLAY TO CI | 318.10* |  |  | 40 |  | 64000 | 353 |  | 10200 |
| 7810 | 19541S | 109 FERGUSON ENTERPRISES | 129.92 |  |  |  |  |  |  |  |  |
| 1 | 9790039-1 | 1 03/01/22 COUP CLAY TO CI | 129.92* |  |  | 40 |  | 64000 | 353 |  | 10200 |
| 7811 | 19541S | 109 FERGUSON ENTERPRISES | 60.36 |  |  |  |  |  |  |  |  |
| 1 | 97933750 | 02/28/22 PVC SWR GXG 45 | 60.36* |  |  | 40 |  | 64000 | 353 |  | 10200 |
| 7812 | 19541S | 109 FERGUSON ENTERPRISES | 926.64 |  |  |  |  |  |  |  |  |
| 1 | 97900390 | 02/28/22 COUP CLAY TO CI, PVC SWR PIPE | 926.64 * |  |  | 40 |  | 64000 | 353 |  | 10200 |
| 7813 | 19541S | 109 FERGUSON ENTERPRISES | 535.72 |  |  |  |  |  |  |  |  |
| 1 | 97877240 | $02 / 25 / 22$ COUP CLAY TO CI, PVC SWR PIPE Total for Vendor: | $\begin{aligned} & 535.72 * \\ & 2,917.68 \end{aligned}$ |  |  | 40 |  | 64000 | 353 |  | 10200 |
| 7749 | 19518 S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 100.00 |  |  |  |  |  |  |  |  |
| 3 | 183969A 1 | 11/29/21 COLIFORM | 100.00 |  |  | 50 |  | 65000 | 359 |  | 10200 |
| 7758 | 19518S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 127.00 |  |  |  |  |  |  |  |  |
| 2 | 280123A 0 | 02/18/22 WET CHEMISTRY | 127.00 |  |  | 40 |  | 64000 | 355 |  | 10200 |
| $7759$ | 19518S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 134.00 |  |  |  |  |  |  |  |  |
| 2 | 280398A 0 | 02/28/22 WET CHEMISTRY | 134.00 |  |  | 40 |  | 64000 | 355 |  | 10200 |
| 7760 | 19518 S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 162.00 |  |  |  |  |  |  |  |  |
| 1 | 280399A 0 | 02/28/22 Metals | 162.00 |  |  | 40 |  | 64000 | 355 |  | 10200 |
| 7790 | 19542 S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 95.00 |  |  |  |  |  |  |  |  |
| 1 | 280665A 0 | 03/15/22 Metals | 95.00 |  |  | 50 |  | 65000 | 358 |  | 10200 |
| 7796 | 19542 S | 112 FGL - ENVIRONMENTAL ANALYTICAL | 159.00 |  |  |  |  |  |  |  |  |
| 2 | 280491A 0 | 03/11/22 WET CHEMISTRY | 159.00 |  |  | 40 |  | 64000 | 355 |  | 10200 |

* ... Over spent expenditure

* ... Over spent expenditure

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| Claim/ <br> Line \# | Check | Invoice \# | Vendor \#/Name/ <br> \#/Inv Date/Description | Document \$/ Line \$ | Disc \$ | PO \# | Fund | Org | Acct | Object | Proj | Cash Account |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7858 | 19579 S | 298 UNI | IVAR USA INC | 536.87 |  |  |  |  |  |  |  |  |
| 1 | 50088514 | 03/21/22 | SOD HYPO 12.5\%Liquichlor | 536.87 |  |  | 50 |  | 65000 | 483 |  | 10200 |
| 7859 | 19579 S | 298 UNI | IVAR USA INC | 749.21 |  |  |  |  |  |  |  |  |
| 1 | 50088516 | 03/21/22 | SOD HYPO 12.5\%Liquichlor Total for Vendor: | $\begin{array}{r} 749.21 \\ 2,182.16 \end{array}$ |  |  | 50 |  | 65000 | 482 |  | 10200 |
| 7849 | 19558 S | 301 US | BANK | 101.56 |  |  |  |  |  |  |  |  |
| RR STATEMENT DATE 3/22/2022 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | RR MAR202 | 22 03/22/2 | 22 FARM SUPPLY- WLND NOZZLES | 64.89 |  |  | 20 |  | 62000 | 490 |  | 10200 |
| 2 | RR MAR202 | 22 03/22/2 | 22 SMART \& FINAL | 36.67 |  |  | 20 |  | 62000 | 335 |  | 10200 |
| 7850 | 19558 S | 301 US | BANK | 1,944.78 |  |  |  |  |  |  |  |  |
| TP STATEMENT DATE 3/22/2022 |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | TP MAR22 | 03/22/22 | USPS- POSTAGE/STAMPS | 24.16 |  |  | 20 |  | 62000 | 315 |  | 10200 |
| 2 | TP MAR22 | 03/22/22 | USPS- POSTAGE/STAMPS | 2.35 |  |  | 30 |  | 63000 | 315 |  | 10200 |
| 3 | TP MAR22 | 03/22/22 | USPS- POSTAGE/STAMPS | 44.75 |  |  | 40 |  | 64000 | 315 |  | 10200 |
| 4 | TP MAR22 | 03/22/22 | USPS- POSTAGE/STAMPS | 44.16 |  |  | 50 |  | 65000 | 315 |  | 10200 |
| 5 | TP MAR22 | 03/22/22 | USPS- POSTAGE/STAMPS | 2.36 |  |  | 60 |  | 66000 | 315 |  | 10200 |
| 6 | TP MAR22 | 02/22/22 | ZOOM - BOARD MEETINGS | 3.07 |  |  | 20 |  | 62000 | 385 |  | 10200 |
| 7 | TP MAR22 | 02/22/22 | ZOOM - BOARD MEETINGS | 0.30 |  |  | 30 |  | 63000 | 385 |  | 10200 |
| 8 | TP MAR22 | 02/22/22 | ZOOM - BOARD MEETINGS | 5.70 * |  |  | 40 |  | 64000 | 385 |  | 10200 |
| 9 | TP MAR22 | 02/22/22 | ZOOM - BOARD MEETINGS | 5.62 |  |  | 50 |  | 65000 | 385 |  | 10200 |
| 10 | TP MAR22 | 02/22/22 | ZOOM - BOARD MEETINGS | 0.30 |  |  | 60 |  | 66000 | 385 |  | 10200 |
| 11 | TP MAR22 | 02/22/22 | CSDA ACADEMY AK | 308.92 |  |  | 20 |  | 62000 | 340 |  | 10200 |
| 12 | TP MAR22 | 02/22/22 | CSDA ACADEMY AK | 30.14 |  |  | 30 |  | 63000 | 340 |  | 10200 |
| 13 | TP MAR22 | 02/22/22 | CSDA ACADEMY AK | 572.62 |  |  | 40 |  | 64000 | 340 |  | 10200 |
| 14 | TP MAR22 | 02/22/22 | CSDA ACADEMY AK | 565.08 |  |  | 50 |  | 65000 | 340 |  | 10200 |
| 15 | TP MAR22 | 02/22/22 | CSDA ACADEMY AK | 30.13 |  |  | 60 |  | 66000 | 340 |  | 10200 |
| 16 | TP MAR22 | 03/22/22 | RINGCENTRAL MAR PHONE | 58.77* |  |  | 20 |  | 62000 | 310 |  | 10200 |
| 17 | TP MAR22 | 03/22/22 | RINGCENTRAL MAR PHONE | 5.73 |  |  | 30 |  | 63000 | 310 |  | 10200 |
| 18 | TP MAR22 | 03/22/22 | RINGCENTRAL MAR PHONE | 108.95 |  |  | 40 |  | 64000 | 310 |  | 10200 |
| 19 | TP MAR22 | 03/22/22 | RINGCENTRAL MAR PHONE | 107.51 |  |  | 50 |  | 65000 | 310 |  | 10200 |
| 20 | TP MAR22 | 03/22/22 | RINGCENTRAL MAR PHONE | 5.73 |  |  | 60 |  | 66000 | 310 |  | 10200 |
| 21 | TP MAR22 | 03/22/22 | ADDRESS STAMP | 9.22 |  |  | 40 |  | 64000 | 410 |  | 10200 |
| 22 | TP MAR22 | 03/22/22 | ADDRESS STAMP | 9.21 |  |  | 50 |  | 65000 | 410 |  | 10200 |

* ... Over spent expenditure

| Claim/ <br> Line \# | Check | Invoice | Vendor \#/Name/ <br> \#/Inv Date/Description | Document \$/ <br> Line \$ | Disc \$ | PO | \# | Fund | Org | Acct | Object | Proj | Cash Account |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 7851 | 19558 S | 301 US | BANK | 2,024.61 |  |  |  |  |  |  |  |  |  |
| KD STATEMENT DATE 03/22/2022 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | KD MAR22 | 03/22/22 | GLENN REPAIR- INVERTER | 28.27 |  |  |  | 30 |  | 63000 | 490 |  | 10200 |
| 2 | KD MAR22 | 03/22/22 | GLENN REPAIR- INVERTER | 678.60* |  |  |  | 40 |  | 64000 | 490 |  | 10200 |
| 3 | KD MAR22 | 03/22/22 | GLENN REPAIR- INVERTER | 678.60 |  |  |  | 50 |  | 65000 | 490 |  | 10200 |
| 4 | KD MAR22 | 03/22/22 | GLENN REPAIR- INVERTER | 28.27 |  |  |  | 60 |  | 66000 | 490 |  | 10200 |
| 5 | KD MAR22 | 03/22/22 | JETTERS- LEADER HOSE | 102.88 |  |  |  | 40 |  | 64000 | 351 |  | 10200 |
| 6 | KD MAR22 | 03/22/22 | LOWES - JETTER | 215.43* |  |  |  | 40 |  | 64000 | 490 |  | 10200 |
| 7 | KD MAR22 | 03/22/22 | USPS- CSD PO BOX 3 MONTH | 10.04 |  |  |  | 20 |  | 62000 | 305 |  | 10200 |
| 8 | KD MAR22 | 03/22/22 | USPS- CSD PO BOX 3 MONTH | 0.98 |  |  |  | 30 |  | 63000 | 305 |  | 10200 |
| 9 | KD MAR22 | 03/22/22 | USPS- CSD PO BOX 3 MONTH | 18.62 |  |  |  | 40 |  | 64000 | 305 |  | 10200 |
| 10 | KD MAR22 | 03/22/22 | USPS- CSD PO BOX 3 MONTH | 18.38 |  |  |  | 50 |  | 65000 | 305 |  | 10200 |
| 11 | KD MAR22 | 03/22/22 | USPS- CSD PO BOX 3 MONTH | 0.98 |  |  |  | 60 |  | 66000 | 305 |  | 10200 |
| 12 | KD MAR22 | 03/22/22 | O'REILLY- DEF | 18.47 |  |  |  | 40 |  | 64000 | 351 |  | 10200 |
| 13 | KD MAR22 | 03/22/22 | O'REILLY- DEF | 18.48 |  |  |  | 50 |  | 65000 | 351 |  | 10200 |
| 14 | KD MAR22 | 03/22/22 | TRACTOR SUPPLY- GLYPHOS | 103.31 |  |  |  | 40 |  | 64000 | 305 |  | 10200 |
| 15 | KD MAR22 | 03/22/22 | TRACTOR SUPPLY- GLYPHOS | 103.30 |  |  |  | 50 |  | 65000 | 305 |  | 10200 |
| 7852 | 19558 S | 301 US | BANK | 964.57 |  |  |  |  |  |  |  |  |  |
| SY STATEMENT DATE 3/22/22 |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | SY MAR22 | 03/22/22 | SUPPLYCACHE-CHNSAW/CAMELBAK | 532.80 |  |  |  | 20 |  | 62000 | 455 |  |  |
| 2 | SY MAR22 | 03/22/22 | WESTERN JANITORIAL- PAPER TO | 56.23 |  |  |  | 20 |  | 62000 | 305 |  | 10200 |
| 3 | SY MAR22 | 03/22/22 | LUBE \& GO- 8681 OIL CHANGE | 113.94 |  |  |  | 20 |  | 62000 | 354 |  | 10200 |
| 4 | SY MAR22 | 03/22/22 | BLAKES- HOSE PARTS | 20.09 |  |  |  | 20 |  | 62000 | 305 |  | 10200 |
| 5 | SY MAR22 | 03/22/22 | AMAZON - BATTERIES | 232.94 |  |  |  | 20 |  | 62000 | 305 |  | 10200 |
| 6 | SY MAR22 | 03/22/22 | AMAZON - DASHBOARD CLOCK Total for Vendor: | $\begin{gathered} 8.57 \\ 5,035.52 \end{gathered}$ |  |  |  | 20 |  | 62000 | 450 |  | 10200 |
| 7768 | 19530S | 327 VAL | LLI INFORMATION SYSTEMS | 907.50 |  |  |  |  |  |  |  |  |  |
| Web Posting Service and Postage for February Billing |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 | 8106002 | /28/22 Web | b Posting, Postage JANUARY | 187.22 |  |  |  | 40 |  | 64000 | 374 |  | 10200 |
| 2 | 8106002 | /28/22 Web | b Posting, Postage JANUARY | 187.23 |  |  |  | 50 |  | 65000 | 374 |  | 10200 |
| 3 | 8106002 | /28/22 Pri | inting JANUARY | 108.75 |  |  |  | 40 |  | 64000 | 374 |  | 10200 |
| 4 | 8106002 | /28/22 Pri | inting JANUARY | 108.75 |  |  |  | 50 |  | 65000 | 374 |  | 10200 |
| 5 | 8106002 | 128/22 OTC | C/Online Monthly Maintenance | 37.50 |  |  |  | 40 |  | 64000 | 334 |  | 10200 |
| 6 | 8106002 | /28/22 OTC | C/Online Monthly Maintenance | 37.50 |  |  |  | 50 |  | 65000 | 334 |  | 10200 |



* ... Over spent expenditure

* ... Over spent expenditure


* ... Over spent expenditure

* ... Over spent expenditure

| Claim/ <br> Line \# | Check | Invoice \# | Vendor \#/Name/ <br> \#/Inv Date/Description | Document \$/ <br> Line \$ | Disc \$ | PO | \# | Fund | Org | Acct | Object | Proj | Cash Account |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 11 | 44897 FEB | B 03/21/22 | 2 COVID-19: BILL FEES/LIENS | 100.80 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 13 | 44895 FEB | B 03/21/22 | 2 FIRE LEGAL- HR | 1,041.60* |  |  |  | 20 |  | 62000 | 333 |  | 10200 |
| 14 | 44892 FEB | B 03/21/22 | 2 ADU | 764.40 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 15 | 44892 FEB | B 03/21/22 | 2 ADU | 764.40 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 16 | 44892 FEB | B 03/21/22 | 2 General Legal - RECALL | 61.99 * |  |  |  | 20 |  | 62000 | 327 |  | 10200 |
| 17 | 44892 FEB | B 03/21/22 | 2 General Legal - RECALL | 6.05 |  |  |  | 30 |  | 63000 | 327 |  | 10200 |
| 18 | 44892 FEB | B 03/21/22 | 2 General Legal - RECALL | 114.91 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 19 | 44892 FEB | B 03/21/22 | 2 General Legal - RECALL | 113.40 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 20 | 44892 FEB | B 03/21/22 | 2 General Legal - RECALL | 6.05 |  |  |  | 60 |  | 66000 | 327 |  | 10200 |
| 21 | 44892 FEB | B 03/21/22 | 2 General Legal - BOARD MEETI | 323.74 * |  |  |  | 20 |  | 62000 | 327 |  | 10200 |
| 22 | 44892 FEB | B 03/21/22 | 2 General Legal - BOARD MEETI | 31.58 |  |  |  | 30 |  | 63000 | 327 |  | 10200 |
| 23 | 44892 FEB | B 03/21/22 | 2 General Legal - BOARD MEETI | 600.10 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 24 | 44892 FEB | B 03/21/22 | 2 General Legal - BOARD MEETI | 592.20 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 25 | 44892 FEB | 3 03/21/22 | 2 General Legal - BOARD MEETI | 31.58 |  |  |  | 60 |  | 66000 | 327 |  | 10200 |
| 28 | 44892 FEB | B 03/21/22 | 2 General Legal - ON CALL POL | 92.40 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 29 | 44892 FEB | 3 03/21/22 | 2 General Legal - ON CALL POL | 92.40 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 31 | General | Legal - | BOARD | 0.00 * |  |  |  | 20 |  | 62000 | 327 |  | 10200 |
| 32 | General | 1 Legal - | BOARD | 0.00 |  |  |  | 30 |  | 63000 | 327 |  | 10200 |
| 33 | General | Legal - | BoARD | 0.00 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 34 | General | Legal - | BOARD | 0.00 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 35 | General | Legal - | BOARD | 0.00 |  |  |  | 60 |  | 66000 | 327 |  | 10200 |
| 36 | General | Legal - | BOARD VACANCY | 0.00 * |  |  |  | 20 |  | 62000 | 327 |  | 10200 |
| 37 | General | Legal - | BOARD VACANCY | 0.00 |  |  |  | 30 |  | 63000 | 327 |  | 10200 |
| 38 | General | Legal - | BOARD VACANCY | 0.00 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 39 | General | 1 Legal - | BOARD VACANCY | 0.00 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 40 | General | 1 Legal - | BOARD VACANCY | 0.00 |  |  |  | 60 |  | 66000 | 327 |  | 10200 |
| 43 | 44895/92 | F 03/21/22 | 22 General Legal - JOHNSON RE | 38.13* |  |  |  | 20 |  | 62000 | 327 |  | 10200 |
| 44 | 44895/92 | F 03/21/22 | 22 General Legal - JOHNSON RE | 3.72 |  |  |  | 30 |  | 63000 | 327 |  | 10200 |
| 45 | 44895/92 | F 03/21/22 | 22 General Legal - JOHNSON RE | 70.68 |  |  |  | 40 |  | 64000 | 327 |  | 10200 |
| 46 | 44895/92 | F 03/21/22 | 22 General Legal - JOHNSON RE | 69.75 |  |  |  | 50 |  | 65000 | 327 |  | 10200 |
| 47 | 44895/92 | F 03/21/22 | 22 General Legal - JOHNSON RE | 3.72 |  |  |  | 60 |  | 66000 | 327 |  | 10200 |
|  | Total for Vendor: 29,249.10 |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Total Electronic Claims |  |  |  | $2,607.73$ |  |  |  |  |  |  |  |  |
|  | Total Non-Electronic Claims |  |  |  | $137841.96$ |  |  |  |  |  |  |  |  |

## Fund/Account

20 FIRE PROTECTION DEPARTMENT
10200 Operating Cash - Premier
10250 Pac Premier - Payroll
30 STREET LIGHTING DEPARTMENT
10200 Operating Cash - Premier
10250 Pac Premier - Payroll
40 WASTEWATER DEPARTMENT
40 WASTEWATER DEPARTMENT
10200 Operating Cash - Premier
10250 Pac Premier - Payroll
50 WATER DEPARTMENT
10200 Operating Cash - Premier
10250 Pac Premier - Payroll
60 SOLID WASTE DEPARTMENT
10200 Operating Cash - Premier
10250 Pac Premier - Payroll

Amount
$\$ 14,746.49$
$\$ 157.07$
$\$ 2,396.93$
$\$ 93.88$
$\$ 89,714.24$
$\$ 1,117.41$
$\$ 30,106.79$
$\$ 1,142.97$
$\$ 878.77$
$\$ 95.14$
Fund Account

40000
40370 Johnson Restitution - Unrealized Earnings
40410 Mutual Aid Fires ~ OES
40420 Ambulance Reimbursement
40500 VFA Assistance Grant
40505 CFF California Fire Foundation Account Group Total:

43000 Property Taxes Collected
43000 Property Taxes Collected
Account Group Total:
46000 Revenues \& Interest
46000 Revenues \& Interest
46009 Grants - Other
46150 Miscellaneous Income
46151 Refund/Adjustments
46153 Plan Check Fees and Inspections
Account Group Total

## Fund Total:

3 Street Lighting Department

## 40000

40370 Johnson Restitution - Unrealized Earnings

## Account Group Total

43000 Property Taxes Collected
43000 Property Taxes Collected
Account Group Total
46000 Revenues \& Interest
46000 Revenues \& Interest
46009 Grants - Other
46100 Realized Earnings
46150 Miscellaneous Income
46151 Refund/Adjustments
46155 Will Serve Processing Fees
Account Group Total

| 0.00 | 6,027.04 | 0.00 | -6,027.04 | ** |
| :---: | :---: | :---: | :---: | :---: |
| 0.00 | 72,427.02 | 0.00 | -72,427.02 | ** |
| 1,285.76 | 3,832.53 | 4,400.00 | 567.47 | 87 |
| 0.00 | 0.00 | 20,000.00 | 20,000.00 | 0 |
| 0.00 | 0.00 | 15,000.00 | 15,000.00 | 0 |
| 1,285.76 | 82,286.59 | 39,400.00 | -42,886.59 | 209 |
| 21,800.82 | 258,318.28 | 425,798.00 | 167,479.72 | 61 |
| 21,800.82 | 258,318.28 | 425,798.00 | 167,479.72 | 61 |
| 34.25 | 174.00 | 0.00 | -174.00 | ** |
| 0.00 | 138.00 | 0.00 | -138.00 | * |
| 0.00 | 9.88 | 9,750.00 | 9,740.12 | 0 |
| 49.69 | 249.21 | 0.00 | -249.21 | ** |
| 400.00 | 1,936.45 | 5,500.00 | 3,563.55 | 35 |
| 483.94 | 2,507.54 | 15,250.00 | 12,742.46 | 16 |
| 23,570.52 | 343,112.41 | 480,448.00 | 137,335.59 | 71 |

## Fund Total:

$-717.28$
0.00
$100 \%$

62,099.64 54 응
62,099.
$54 \%$

177 \%
$\begin{array}{r}0.00 \\ \hline\end{array}$
7,671.80
0.00
0.00
-4.85
$-4.85$
6,032.77
68,132.41
For the Accounting Period: 3 / 22

| Received |  | Revenue |
| :--- | :--- | :--- | | $\circ$ |
| :---: |
| Current Month | Received YTD Estimated Revenue | To Be Received |
| :---: |

## 40 WASTEWATER DEPARTMENT

40000
40370 Johnson Restitution - Unrealized Earnings
40850 Wastewater Hook-up Fees
40900 Wastewater Sales
40901 Riverzone Surcharge
40910 Wastewater Late Charges Account Group Total:

43000 Property Taxes Collected
43000 Property Taxes Collected
Account Group Total
46000 Revenues \& Interest
46000 Revenues \& Interest
46008 DWR Grants
46009 Grants - Other
46150 Miscellaneous Income
46151 Refund/Adjustments
46155 Will Serve Processing Fees
Account Group Total:

## Fund Total:

WATER DEPARTMENT
40000
40370 Johnson Restitution - Unrealized Earnings Account Group Total:

41000 Water Sales
41000 Water Sales
41001 Water Connection Fees
41005 Water Late Charges
41010 Water Meter Fees
Account Group Total
46000 Revenues \& Interest
46000 Revenues \& Interest
46007 State/Federal Grants
46009 Grants - Other
46115 CALOES Resiliency Grant
46150 Miscellaneous Income
46151 Refund/Adjustments
46155 Will Serve Processing Fees
Account Group Total:

## Fund Total:

0.00
0.00
$93,713.86$
$1,506.27$
$1,378.19$
$96,598.32$

8,068.59 13,033.00 852,121.64 4,569.87 6,092.43
883,885.53

3,391.09
134,473.90 134,473.90
$\qquad$
$46,989.00$
210.00

9,260.39
260.49 200.00

57,379.93
$1,075,739.36$
124,186.18
7,886.31

7,886.31
7,886.31
7,886.31
0.00
$100 \%$

| $920,172.00$ | $201,090.02$ | 78 |
| ---: | ---: | ---: |
| $13,255.00$ | 0.00 | 100 |
| $1,368.03$ | $-4,944.45$ | 461 |
| 450.00 | 0.00 | 100 |

346.37
$4,290.17$
0.00
$230,000.00$
$1,460.56$
165.01
$3,000.00$
$239,262.11$

| 186.62 | 46 |
| ---: | ---: |
| 0.00 | 100 |
| $\%$ |  |
| -228.00 | $* *$ |
| 00 | $\%$ |
| $230,000.00$ | 0 |
| -914.12 | 163 |
| -90.91 | 155 |
|  | $\%$ |
| $3,500.00$ | -17 |


| 8,068.59 | 0.00 | 100 |
| :---: | :---: | :---: |
| 13,033.00 | 0.00 | 100 |
| 1,001,618.00 | 149,496.36 | 85 |
| 0.00 | -4,569.87 | ** |
| 3,150.81 | -2,941.62 | 193 |
| 1,025,870.40 | 141,984.87 | 86 |
| 96,841.52 | -37,632.38 | 139 |
| 96,841.52 | -37,632.38 | 139 |
| 513.34 | 53.29 | 90 \% |
| 180,000.00 | 133,011.00 | 26 |
| 0.00 | -210.00 | ** |
| 5,322.26 | -3,938.13 | 174 |
| 168.36 | -92.13 | 155 |
| 550.00 | 350.00 | 36 |
| 186,553.96 | 129,174.03 | 31 \% |
| 1,309,265.88 | 233,526.52 | 82 \% |

71,156. 26
$69,408.38$
0.00
$1,636.95$
0.00

71,045.33

0.00
0.00
0.00
0.00
90.91
0.00
110.93

71, 156.26
159.75

4,290.17
228.00
0.00

2,374.68 255.92 $-500.00$
6,808.52
$719,081.98$
$13,255.00$
$6,312.48$
$6,312.48$
450.00
739,099.46

|  |  | Received |  |  | Revenue | \% |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fund | Account | Current Month | Received YTD | Estimated Revenue | To Be Received | Received |

60 SOLID WASTE DEPARTMENT

## 40000

40370 Johnson Restitution - Unrealized Earnings Account Group Total:

46000 Revenues \& Interest
46000 Revenues \& Interest
46005 Franchise Fees
46009 Grants - Other
46150 Miscellaneous Income
46151 Refund/Adjustments
46155 Will Serve Processing Fees

Fund Total:





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Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: For the Accounting Period: $3 / 22$

| Fund Account Object | Committed Current Month | Committed YTD | Original <br> Appropriation | Current Appropriation | Available <br> Appropriation | Committed |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |

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20 FIRE PROTECTION DEPARTMENT


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 $33,244.67$
$33,244.67$ Account Group Total:
Fund Total: 30 STREET LIGHTING DEPARTMENT

63000 Lighting 105 Salaries 111 BOD Stipend
63000 Lighting
105 Salaries and Wages
111 BOD Stipend
115 Payroll Expenses
120 Workers' Compensation
121 Physicals
135 Payroll Tax - FICA/SS
140 Payroll Tax - Medicare
155 Payroll Tax - SUI
205 Insurance - Health
210 Insurance - Dental
215 Insurance - Vision
225 Retirement - PERS Expense
305 Operations \& Maintenance
310 Phone \& Fax Expense
315 Postage, Shipping \& Freight
319 Legal: P.R.A.s - Professional Svcs
320 Printing \& Reproduction

| Fund Account Object | Committed Current Month | Committed YTD | Original <br> Appropriation | Current Appropriation | Available <br> Appropriation | $\stackrel{\circ}{\circ}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |



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[^1]400 Sanitary



| 383 Utilities - Trash | 51.99 | 470.03 | 800.00 | 800.00 | 329.97 | 59 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 384 Utilities - Water/Sewer | 174.02 | 674.63 | 1,000.00 | 1,000.00 | 325.37 | 67 |
| 385 Dues and Subscriptions | 535.20 | 4,714.98 | 4,000.00 | 4,500.00 | -214.98 | 105 |
| 386 Education and Training | 0.00 | 622.10 | 1,000.00 | 2,500.00 | 1,877.90 | 25 |
| 393 Advertising and Public Notices | 0.00 | 241.44 | 2,000.00 | 1,000.00 | 758.56 | 24 |
| 394 LAFCO Allocations | 0.00 | 1,210.52 | 1,600.00 | 1,210.54 | 0.02 | 100 |
| 395 Community Outreach | 0.00 | 142.86 | 1,200.00 | 1,200.00 | 1,057.14 | 12 |
| 396 Utilities - SoCal Gas | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 1,000.00 | 0 |
| 410 Office Supplies | 31.62 | 966.16 | 2,000.00 | 2,000.00 | 1,033.84 | 48 |
| 459 SCADA - Maintenance Fees | 0.00 | 0.00 | 1,500.00 | 1,500.00 | 1,500.00 | 0 |
| 465 Cell phones, Radios and Pagers | 110.75 | 1,102.20 | 1,600.00 | 1,600.00 | 497.80 | 69 |
| 475 Computer Supplies \& Upgrades | 0.00 | 812.54 | 2,000.00 | 2,000.00 | 1,187.46 | 41 |
| 485 Fuel Expense | 293.82 | 4,111.48 | 5,000.00 | 6,000.00 | 1,888.52 | 69 |
| 490 Small Tools \& Equipment | 4,476.92 | 6,369.85 | 5,739.00 | 5,739.00 | -630.85 | 111 |
| 495 Uniform Expense | 161.74 | 2,246.82 | 2,000.00 | 2,000.00 | -246.82 | 112 |
| 500 Capital Outlay | 16,971.60 | 16,971.60 | 0.00 | 16,971.60 | 0.00 | 100 |
| 560 Sewer Line Repairs | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 10,000.00 | 0 |
| 570 Repairs, Maint. \& Video Sewer Lines | 0.00 | 0.00 | 1,000.00 | 1,000.00 | 1,000.00 | 0 |
| 580 MISSION GARDENS LIFT STATION PROJECTS | 0.00 | 5,475.49 | 0.00 | 27,722.34 | 22,246.85 | 20 |
| 581 WWTP Expansion | 0.00 | 0.00 | 40,000.00 | 40,000.00 | 40,000.00 | 0 |
| 582 WWTP Plant Maintenance | 1,762.35 | 11,310.45 | 32,000.00 | 32,000.00 | 20,689.55 | 35 |
| 583 WWTP Drying Pond Maintenance | 0.00 | 14,821.30 | 20,000.00 | 20,000.00 | 5,178.70 | 74 |
| 587 WWTF Final Design/Construction | 1,875.00 | 72,825.33 | 128,589.00 | 128,589.00 | 55,763.67 | 57 |
| 705 Waste Discharge Fees/Permits | 3,592.50 | 30,701.50 | 25,000.00 | 77,109.00 | 46,407.50 | 40 |
| 715 Licenses, Permits and Fees | 0.00 | 3,415.70 | 2,000.00 | 4,000.00 | 584.30 | 85 |
| 805 Refundable Water/Sewer/Hydrant | 0.00 | 1.80 | 0.00 | 25.00 | 23.20 | 7 |
| 900 District Strategic Plan | 3,325.44 | 9,623.94 | 0.00 | 13,300.00 | 3,676.06 | 72 |
| 940 Bank Service Charges | 0.00 | 13.30 | 0.00 | 25.00 | 11.70 | 53 |
| 950 WWTF Exp MBR | 23,028.02 | 128,468.83 | 0.00 | 248,093.76 | 119,624.93 | 52 |
| 951 WWTF Exp Headworks Equipment | 0.00 | 0.00 | 0.00 | 250,231.00 | 250,231.00 | 0 |
| 960 Property Tax Expense | 0.00 | 127.84 | 250.00 | 127.84 | 0.00 | 100 |
| 970 WWTF Long Term Maintenance | 0.00 | 0.00 | 100,000.00 | 100,000.00 | 100,000.00 | 0 |
| 971 Loan Principal Payment | 0.00 | 0.00 | 110,000.00 | 110,000.00 | 110,000.00 | 0 |
| 972 Loan Interest Payment | 0.00 | 0.00 | 110,000.00 | 110,000.00 | 110,000.00 | 0 |
| Account Total: | 108,152.48 | 688,535.77 | 1,248,574.00 | 1,875,015.32 | 1,186,479.55 | 37 |
| Account Group Total: | 108,152.48 | 688,535.77 | 1,248,574.00 | 1,875,015.32 | 1,186,479.55 | 37 |
| Fund Total: | 108,152.48 | 688,535.77 | 1,248,574.00 | 1,875,015.32 | 1,186,479.55 | 37 |


| 50 WATER DEPARTMENT |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 65000 Water |  |  |  |  |  |  |
| 65000 Water |  |  |  |  |  |  |
| 105 Salaries and Wages | 20,388.64 | 187,442.36 | 263,120.00 | 263,120.00 | 75,677.64 | 71 \% |
| 109 Stand-by Hours | 0.00 | 3,014.50 | 7,500.00 | 7,500.00 | 4,485.50 | 40 \% |
| 111 BOD Stipend | 152.00 | 2,546.00 | 4,600.00 | 4,600.00 | 2,054.00 | 55 \% |
| 115 Payroll Expenses | -574.21 | 1,010.32 | 3,400.00 | 3,400.00 | 2,389.68 | 30 \% |
| 120 Workers' Compensation | 0.00 | 8,503.67 | 10,000.00 | 8,503.67 | 0.00 | 100 \% |
| 121 Physicals | 0.00 | 139.00 | 150.00 | 150.00 | 11.00 | $93 \%$ |






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50 WATER DEPARTMENT
135 Payroll Tax
140 Payroll Tax FICA/SS
Medicare 205 Insurance - Health
206 Insurance - CalPers Health Retiree
210 Insurance - Dental

| 0 |
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| $\vdots$ |
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## Page: 7 of 9 Report ID: B100C

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Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: For the Accounting Period: $3 / 22$

| Fund | Account | Object | Committed Current Month | Committed YTD | Original <br> Appropriation | Current <br> Appropriation | Available <br> Appropriation | \% <br> Committed |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 50 WATER DEPARTMENT |  |  |  |  |  |  |  |  |
|  | 393 | Advertising and Public Notices | 0.00 | 238.51 | 2,000.00 | 1,000.00 | 761.49 | $924 \%$ |
|  | 394 | LAFCO Allocations | 0.00 | 1,210.52 | 1,600.00 | 1,210.52 | 0.00 | $0100 \%$ |
|  | 395 | Community Outreach | 0.00 | 417.14 | 1,200.00 | 1,200.00 | 782.86 | $635 \%$ |
|  | 396 | Utilities - SoCal Gas | 0.00 | 0.00 | 1,000.00 | 3,000.00 | 3,000.00 | 0 0 |
|  | 410 | Office Supplies | 31.61 | 719.28 | 2,000.00 | 2,000.00 | 1,280.72 | $236 \%$ |
|  | 459 | SCADA - Maintenance Fees | 0.00 | 0.00 | 1,500.00 | 1,500.00 | 1,500.00 | 0 0 |
|  | 465 | Cell phones, Radios and Pagers | 110.49 | 1,258.95 | 1,500.00 | 1,500.00 | 241.05 | $584 \%$ |
|  | 475 | Computer Supplies \& Upgrades | 0.00 | 1,330.25 | 0.00 | 2,500.00 | 1,169.75 | 553 \% |
|  | 481 | Chemicals- Well \#3 | 896.08 | 2,231.56 | 4,000.00 | 4,000.00 | 1,768.44 | $456 \%$ |
|  | 482 | Chemicals- Well \#4 | 749.21 | 2,350.37 | 4,000.00 | 4,000.00 | 1,649.63 | 359 \% |
|  | 483 | Chemicals- SLT Well | 536.87 | 1,038.67 | 2,000.00 | 2,000.00 | 961.33 | $352 \%$ |
|  | 485 | Fuel Expense | 293.80 | 4,109.71 | 4,000.00 | 6,000.00 | 1,890.29 | 968 \% |
|  | 490 | Small Tools \& Equipment | 1,922.15 | 3,624.96 | 6,000.00 | 6,000.00 | 2,375.04 | $460 \%$ |
|  | 495 | Uniform Expense | 161.80 | 2,312.95 | 1,800.00 | 1,800.00 | -512.95 | 5128 \% |
|  | 500 | Capital Outlay | 0.00 | 23,853.00 | 0.00 | 23,853.00 | 0.00 | $0100 \%$ |
|  | 517 | Water Projects Well 4 | 0.00 | 12,114.04 | 0.00 | 12,114.04 | 0.00 | $0100 \%$ |
|  | 520 | Water Main Valves Replacement | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 10,000.00 | 0 0 |
|  | 525 | Water Meter Replacement | 1,137.80 | 22,295.11 | 20,000.00 | 20,000.00 | -2,295.11 | 1111 \% |
|  | 526 | Development Meters | 0.00 | 0.00 | 15,000.00 | 15,000.00 | 15,000.00 | 0 0 |
|  | 535 | Water Lines Repairs | 0.00 | 0.00 | 20,000.00 | 20,000.00 | 20,000.00 | 0 \% |
|  | 577 | PROPOSITION 1 GRANT | 0.00 | 0.00 | 0.00 | 10,000.00 | 10,000.00 | 0 0 |
|  | 582 | WWTP Plant Maintenance | 0.00 | 554.48 | 10,000.00 | 8,000.00 | 7,445.52 | 27 \% |
|  | 587 | WWTF Final Design/Construction | 0.00 | 10.44 | 0.00 | 500.00 | 489.56 | 62 \% |
|  | 590 | CALOES Resiliency Grant | 1,130.00 | 155,509.16 | 230,000.00 | 230,000.00 | 74,490.84 | 468 \% |
|  | 605 | USDA Loan Payment | 0.00 | 0.00 | 20,000.00 | 20,000.00 | 20,000.00 | 0 \% |
|  | 715 | Licenses, Permits and Fees | 0.00 | 6,255.64 | 6,500.00 | 6,500.00 | 244.36 | $696 \%$ |
|  | 805 | Refundable Water/Sewer/Hydrant | 0.00 | 1.80 | 0.00 | 25.00 | 23.20 | 07 \% |
|  | 900 | District Strategic Plan | 3,281.68 | 9,497.31 | 0.00 | 13,300.00 | 3,802.69 | 971 \% |
|  | 930 | Interest Fees | 0.00 | 25,385.82 | 60,000.00 | 60,000.00 | 34,614.18 | 842 \% |
|  | 940 | Bank Service Charges | -0.95 | 15.42 | 0.00 | 25.00 | 9.58 | 862 \% |
|  |  | Account Total: | 54,466.14 | 727,565.18 | 1,153,172.00 | 1,227,769.23 | 500,204.05 | $559 \%$ |
|  |  | Account Group Total: | 54,466.14 | 727,565.18 | 1,153,172.00 | 1,227,769.23 | 500,204.05 | $559 \%$ |
|  |  | Fund Total: | 54,466.14 | 727,565.18 | 1,153,172.00 | 1,227,769.23 | 500,204.05 | $559 \%$ |

[^2]Account Group Total:
Fund Total:



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\end{aligned}
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| Fund Account Object | Committed Current Month | $\begin{gathered} \text { Committed } \\ \text { YTD } \end{gathered}$ | Original <br> Appropriation | Current Appropriation | Available <br> Appropriation | $\stackrel{\%}{\circ} \text { Committed }$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |




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60 SOLID WASTE DEPARTMENT
215 Insurance - Vision
225 Retirement - PERS Expense
305 Operations \& Maintenance
310 Phone \& Fax Expense
315 Postage, Shipping \& Freight
319 Legal: P.R.A.s - Professional Svcs
320 Printing \& Reproduction
321 IT Services - Professional Svcs
323 Auditor - Professional Svcs
325 Accounting - Professional Svcs
327 Legal: General - Professional Svcs
328 Insurance - Prop \& Liability
330 Contract Labor
331 Legal: SMEA - Professional Svcs
333 Legal: HR - Professional Svcs
334 Maintenance Agreements
335 Meals
340 Meetings and Conferences
345 Mileage Expense Reimbursement
348 Safety Equipment and Supplies
350 Repairs \& Maint - Computers
351 Repairs \& Maint - Equip
352 Repairs \& Maint - Structures
353 Repairs \& Maint - Infrastructure
354 Repairs \& Maint - Vehicles
375 Internet Expenses
376 Web Page - Upgrade/Maint
382 Utilities - Propane
383 Utilities - Trash
384


SMCSD BMS Accounts: 30-46000, 30-46100

SECURITIES \& ADVISORY SERVICES
SECURITIES \& ADVISORY SERVICES
OFFERED THROUGH CANTELLA \& Co.,INC
member finka/sipc

## Disclosure Page


 Cantella \& Co., Inc., nor Mark Edelman, King Capital Advisors is liable for any informational errors, incompleteness, or for any actions taken in reliance on information contained herein.

 bank or other financial institution
Current performance may be lower or higher than the performance data quoted. For performance data current to the most recent month-end call or write for more information.
 6500 or Cantella \& Co., home office representative for an official statement.
 prospectus, or view one online. Read it carefully before you invest or send money.
 or political changes and the financial condition of the issuers of municipal securities. Interest rate increases can cause the price of a debt security to decrease.
 objectives, risks and policies or the underlying portfolios, as well as other information about the underlying funding choices. Read the prospectus and consider this information carefully
Securities offered through Cantella \& Co., Inc. Member FINRA/SIPC

## SMCSD STATEMENTS OF INFORMATION:

As of this report date the District is in compliance with the SMCSD Investment Policy.
As of this report date the District has the ability to meet it's expenditure requirements through:
September 28, 2022

## QUARTER 1

| SECURITY |  | PRICE | COUPON |  | AMOUNT | $\frac{\text { YIELDS }}{\text { AVG YIELD }}$ | ANNUAL CASH FLOW | MATURITY DATE | FDIC CERT \# | SETTLE <br> DATE |  | 3 MARKET VALUE |  | RKET VALUE OF REPORT | PORTFOLIO \% BY INVESTMENT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Fidelity Govt MMKT | N/A |  |  | \$ 75,000.00 |  | 3.05\% | $\$ 2,287.50$ | 2/14/2024 | $37997$ |  | \$ | 12,212.24 | \$ | 13,806.47 | 54\% |
| Morgan Stanley Bank NA | \$ | 100.00 | 3.05\% |  |  | 2/14/2019 |  |  |  | \$ | 78,741.75 | \$ | 76,410.75 |  |
| Comenity Cap. Bank | 100.00 |  | 2.75\% | \$ | 65,000.00 |  | 2.75\% | \$ 1,787.50 | 4/15/2024 | 57570 | 4/15/2019 | \$ | 67,994.55 | \$ | 65,788.45 | 46\% |
| Total \& Average: |  |  | \$ | $140,000.00$ | 2.90\% | $\$ 4,075.00$ | /15/2024 | \$ 158,948.54 |  |  |  | \$ 156,005.67 |  |  |  |

## SMCSD BMS Accounts: 30-46000, 30-46100

SECURITIES \& ADVISORY SERTICES
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## Disclosure Page

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## SMCSD STATEMENTS OF INFORMATION:

As of this report date the District is in compliance with the SMCSD Investment Policy. As of this report date the District has the ability to meet it's expenditure requirements.

# San Miguel Community Services District 

# Board of Directors <br> Staff Report 

April 28, 2022
AGENDA ITEM: XI-2
SUBJECT: Consider Adoption of a Proposed Ordinance of the San Miguel Community Services District to Adopt Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations.

## RECOMMENDATION:

Approve an Ordinance Adopting Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations.

## DISCUSSION:

The State of California enacted SB1383, the Short-Lived Climate Pollutant Reduction Act of 2016 an unfunded mandate which obligates community services districts who provide collection and disposal of solid waste to adopt updated mandatory solid waste, organic waste and recycling rules and regulations. Notably, the law requires the District to enact mandatory composting rules and obligate its customers to separate food waste from other waster for collection. Such rules must be enacted so they can go into effect by July 1, 2022.

District Staff prepared a draft ordinance to enact necessary policies to carry out its obligation, which was on the March 2022 Board agenda for a first reading. The proposed ordinance was mailed to each person who filed a request with the Clerk, and was posted with the requisite 72 hour notification with the March meeting agenda.

The ordinance was heard during the Public Hearing portion of this meeting agenda. If the Board approves the ordinance, it would then be published withing fifteen (15) days after the adoption of the ordinance, and would go into effect thirty (30) days after its adoption by the Board.

## OPTIONS FOR THE BOARD:

1. The Board can adopt the ordinance.
2. Though it is not recommended, the Board can elect not to adopt the ordinance. Such a decision would put the District in violation of the provisions of SB 1383.

FISCAL IMPACT: It is anticipated that the District will incur approximately $\$ 5,000.00$ dollars of costs related to the implementation of this ordinance in the form of notification to customers of the new law. Notifications must be provided in writing and prepared in all languages predominantly used in the District.

Attachments: DRAFT Ordinance Adopting Mandatory Solid Waste, Organic Waste and Recycling Materials Rules and Regulations.
prepared by: Erin $\mathbb{M}$. Derwin

Erin M. Dervin Deputy General Counsel

# AN ORDINANCE OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT TO ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS 

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ORDINANCE 01-2022

## AN ORDINANCE OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT TO ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the San Miguel Community Services District ("District") is a community services district duly formed under Government Code Section 61000 et seq. to provide community services within the District's service area; and

WHEREAS, Government Code Section 61600(c) authorizes Community Services Districts to provide the collection and disposal of solid waste; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires jurisdictions to reduce, reuse, and recycle (including composting) Solid Waste generated to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires Commercial Businesses and MultiFamily Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

WHEREAS, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery ("CalRecycle") to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, this Ordinance implements rules, regulations, and the requirements of $A B$ 341, AB 1826, and SB 1383.

## THE SAN MIGUEL COMMUNITY SERVICES DISTRICT DOES HEARBY ORDAIN AS FOLLOWS:

## Section 1. Title of Ordinance

This chapter shall be entitled "Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance."

## Section 2. Purpose of the Ordinance

The Purpose of the Ordinance is to assure the continuance of a collection and disposal of Solid Waste, Recyclable Materials, and Organic Waste for the benefit all citizens of the District. It is necessary that rules, regulations, and procedures be established for the health and safety of all residents and guests of the community. Procedures related to the disposal and collection of Solid Waste, Organic Waste, and Recyclable Materials and are established by the Franchisee and all parties subject to this Ordinance are directed to the Franchisee to access general information and to start, change, or verify service.

## Section 3. Definitions

The following words, terms, phrases, and their derivations have the meanings given herein. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.
"Alternative Daily Cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
(b) "Alternative Intermediate Cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
(c) "Bulky Item" means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, construction and demolition debris, or items herein defined as Excluded Waste.
(d) "CaIRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
(e) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number
that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
(f) "Cast Offs" means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
(g) "District Enforcement Official" means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or whole responsible for enforcing the Ordinance.
(h) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether forprofit or nonprofit, strip mall, or industrial facility.
(i) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 3 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
(j) "Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
(k) "Compliance Review" means a review of records by the District to determine compliance with this Ordinance.
(I) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
(m) "Contractor" means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.
(n) "County Enforcement Official" means a county agency enforcement official, if so if designated for enforcing the Ordinance in conjunction or consultation with District Enforcement Official.
(o) "Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
(p) "C\&D" means construction and demolition debris.
(q) "County" means the County of San Luis Obispo, a political subdivision of the State of California.
(r) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
(s) "Designee" means a person or entity that the District contracts with or otherwise agrees and arranges to carry out any of the District's responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be an individual person, a government entity, a hauler, a private entity, or a combination of those entities.
(t) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
(u) "District" means the San Miguel Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.
(v) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.
(w) "Enforcement Action" means an action of District or its Designee to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
(x) "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit
conditions, waste that in District, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
(y) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
(z) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
(aa) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
(bb) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
(1) A food bank as defined in Section 113783 of the Health and Safety Code;
(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
(3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.
(cc) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial

Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
(dd) "Food Scraps" means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
(ee) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
(ff) "Food-Soiled Paper" is compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, napkins, and pizza boxes.
(gg) "Food Waste" means Source Separated Food Scraps and Food-Soiled Paper.
(hh) "Food Waste Self-Hauler" means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
(ii) "Franchisee" means the person, entity, or Company with a Franchise Agreement to collect, receive, carry, haul or transport Discarded Materials within the District and shall include the agents or employees of the Franchisee.
(jj) "Franchise Agreement" means an agreement with a Franchisee.
(kk) "Generator" means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.
(II) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
(mm) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the District's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
( $n n$ ) "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
(oo) "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code $\S 25110.02$, $\S 25115$, and $\S 25117$ or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
(pp) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).
(qq) "Infectious Waste" means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics,
outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
(rr) "Inspection" means a site visit where a District reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
(ss) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
(tt) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.
(uu) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
(vv) "Multi-Family Residential Dwelling" or "Multi-Family" or "MFD" means of, from, or pertaining to residential Premises with five (5) or more dwelling units including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
(ww) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
(xx) "Occupant" means the Person who occupies a Premises.
(yy) "Organic Materials" means Yard Trimmings and Food Waste, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.
(zz) "Organic Materials Container" shall be used for the purpose of storage and collection of Source Separated Organic Materials. Also commonly referred to as a Green Waste or Yard Waste Container.
(aaa) "Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
(bbb) "Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
(ccc) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
(ddd) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
(eee) "Premises" means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
(fff) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified
as acceptable Source Separated Recyclable Materials for the District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in the District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
(ggg) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
(hhh) "Recyclable Materials" means those Discarded Materials that the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Service Provider and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to by-products or discards set aside, handled, packaged or offered for Collection from Residential, Commercial, governmental or industrial customers in a manner different from Solid Waste. Including, but not limited to, aluminum, newspaper, clear and colored glass, tin and bi-metal, all plastic containers (except polystyrene), cardboard, chipboard, magazines, mixed paper (including magazines, phone books and junk mail) and motor oil and filters. For the purpose of collection of Recyclable Materials through Contractor's collection services, recyclable materials shall be limited to those materials identified by the collection contractor as acceptable recyclable materials.
(iii) "Recyclable Materials Container" shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
(jjj) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
(kkk) "Refuse" includes garbage, recyclables, green waste, Cast Offs, and/or Rubble.
(III) "Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
(mmm) "Responsible Party" means the Owner, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property
manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
( $n n n$ ) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
(ooo) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
(ppp) "Rubble" means and includes all debris from the construction, demolition or alteration of buildings, earth, rocks or incinerator ashes, brick, mortar, concrete and similar solid material.
(qqq) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
(rrr) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR .
(sss) "Self-Haul" means to act as a Self-Hauler.
(ttt) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment.
(uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.
(vvv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is
billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.
(www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
(1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
(2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
(3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
(4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.
(xxx) "Solid Waste Container" shall be used for the purpose of storage and collection of Solid Waste.
(yyy) "Source Separated" or "Source-Separated (materials)" means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of
generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party's employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
(zzz) "Source Separated Organic Materials" means Organic Materials that are Source Separated and placed in an Organic Materials Container.
(aaaa) "Source Separated Recyclable Materials" means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
(bbbb) "Standard Container" means Organic Waste Containers, Recyclable Materials Containers, and Organic Waste Containers approved by the District and/or the Franchisee.
(cccc) "State" means the State of California.
(dddd) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ( $\$ 2,000,000$ ), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
(eeee) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
(1) Supermarket.
(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
(3) Food Service Provider.
(4) Food Distributor.
(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.
(ffff) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
(2) Hotel with an on-site Food Facility and 200 or more rooms.
(3) Health facility with an on-site Food Facility and 100 or more beds.
(4) Large Venue.
(5) Large Event.
(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.
(gggg) "Ton" or "Tonnage" means a unit of measure for weight equivalent to two thousand $(2,000)$ standard pounds where each pound contains sixteen (16) ounces.
(hhhh) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).
(iiii) "Yard Trimmings" or "Green Waste" means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, pruning's, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in District Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the District.

## Section 4. Requirements for Single-Family Premises

(a) Except Responsible Parties of Single-Family Premises that meet the SelfHauler requirements in Section 11 of this Ordinance, Responsible Parties of Single-Family Premises shall comply with the following requirements:
(1) Subscribe to and pay for District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials/ Green Waste, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 4(a)(2). District and its Designee(s) shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
(2) Participate in the District's three-container collection service(s) in the manner described below.
(i) Place, or, if Responsible Party is not an occupant of the SingleFamily Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
(ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
(b) Nothing in this Section prohibits a Responsible Party or Generator of a SingleFamily Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
(c) The requirements of Section 4 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

## Section 5. Requirements for Multi-Family Residential Dwellings

(a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants.

Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 7 for some requirements of this Section.
(b) Except for Responsible Parties of Multi-Family Premises that meet the SelfHauler requirements in Section 11 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
(1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
(2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
(c) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
(d) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
(1) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 11 of this Ordinance.
(2) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
(3) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
(4) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
(e) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements in Section 11 of this Ordinance.
(f) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
(g) Nothing in this Section prohibits a Responsible Party or Generator of a MultiFamily Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

## Section 6. Requirements for Commercial Businesses

(a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 7 for some requirements of this Section.
(b) Except Responsible Parties of Commercial Businesses that meet the SelfHauler requirements in Section 11 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Commercial Premises shall:
(1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of
collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
(2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
(i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
(ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
(3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(b)(4)(i)) and 6(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 11 of this Ordinance.
(4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per Section 7(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:
(i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to
the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
(ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
(5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 11 of this Ordinance.
(6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
(7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
(8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
(9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
(c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 11 of this Ordinance.
(d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
(e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8 of this Ordinance.

Section 7. Waivers for Multi-Family Premises and Commercial Premises
(a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The District and/or its Designee, may waive a Responsible Party's obligation to comply with some or all Recyclable Materials and Organic Waste requirements of this Ordinance if the Responsible Party of the Commercial Business or MultiFamily Premises provides documentation that the Commercial Business or Multi-Family Premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall be the sum of weekly container capacity measured in cubic yards for Solid Waste, Recyclable Materials, and Organic Materials collection service. Hauling through paper shredding service providers or other incidental services may be considered in granting a de minimis waiver.
(1) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is two (2) cubic yards or more per week and Recyclable Materials and Organic Materials subject to collection in Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than twenty (20) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than twenty (20) gallons per week or Organic Materials in the Organic Materials stream are less than twenty (20) gallons per week); or,
(2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
(b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 5 or 6 as applicable.
(c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
(1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
(2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
(i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
(ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
(3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that Commercial Business's or Multi-Family Premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.
(4) Any waiver holder must cooperate with the District and/or its Designee for any on-site assessment of the appropriateness of the waiver.
(5) Waiver holder shall reapply to the District's Designee, or the District if there is no Designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to
submit a completed application shall equate to an automatic denial of said application.
(6) The District's Designee, or the District if there is no Designee, may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
(7) If the District's Designee does not approve a waiver application or revokes a waiver, the applicant may appeal the decision for additional review to the District General Manager. The District may, after meeting and conferring with its Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

## Section 8. Requirements for Commercial Edible Food Generators

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
(c) Commercial Edible Food Generators shall comply with the following requirements:
(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.
(2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
(3) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
(4) Allow the District, its agents, or the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
(i) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
(ii) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
(iii) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
(A) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
(B) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
(C) The established frequency that food will be collected or SelfHauled.
(D) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
(6) Maintain records required by this Section for five (5) years.
(7) No later than January 31 of each year commencing no later than January 31, 2023, for Tier One Commercial Edible Food Generators and January 31, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:
(i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
(ii) The amount, in pounds of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
(iii) Any additional information required by the District Manager or their Designee.
(d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

## Section 9. Requirements for Food Recovery Organizations and Services

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
(b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
(c) Maintain records required by this Section for five years.
(d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
(e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
(f) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators shall include language in all agreements with Tier 1 and Tier 2 edible food generators located in the District identifying and describing the California Good Samaritan Act of 2017.
(g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

## Section 10. Requirements for Haulers and Facility Operators

(a) Requirements for Haulers
(1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or Solid Waste collection services to Generators within the District's boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, or other authorization with the District to collect Recyclable Materials, Organic Materials, and/or Solid Waste:
(i) Through written notice to the District annually on or before March $1^{\text {st }}$ of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and

Solid Waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the District.
(ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
(iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C\&D in a manner that complies with 14 CCR Section 18989.1, and Section 11 of this Ordinance.
(2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.
(b) Requirements for Facility Operators and Community Composting Operations
(1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.
(2) Community Composting operators with operations located in the District's boundaries, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.
(3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or

Solid Waste shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle under 14 CCR.

## Section 11. Self-Hauler Requirements

(a) Every Self-Hauler shall Source Separate its Recyclable Materials and Organic Materials (materials that District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (b) below. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
(b) Self-Haulers that Source Separate their Recyclable Materials and Organic Materials shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
(c) Self-Haulers that are Responsible Parties of Commercial Businesses or MultiFamily Premises shall keep records of the amounts of Recyclable Materials, Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:
(1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.
(2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.
(3) If the material is transported to an entity that does not have scales onsite or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
(d) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic

Materials, and/or Solid Waste was first delivered to the facility accepting the material.
(e) Self-Haulers that are Commercial Businesses or Multi-Family Premises shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District Manager.
(f) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 11(c) and (d).
(g) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CaIRecycle.

Section 12. Inspections and Investigations
(a) The District representatives or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials within the District to confirm compliance with this Ordinance by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District or its Designee to enter the interior of a private residential property for Inspection.
(b)
(c) Entities regulated by this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 21.
(d) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
(e) The District representatives or their Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
(f) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
(g) The District representatives and/or their Designee are authorized to provide informational notices to entities regulated by this Ordinance regarding compliance with this Ordinance.

## Section 13. Collection Rates and Collection Of Delinquent Fees And Charges

(a) Collection rates, fees and charges for solid waste collection and disposal shall be established pursuant to the California Constitution Article XIIID and set by the Franchisee.
(b) Once each year, prior to a date established by the District, the Franchisee shall take the following actions to collect delinquent solid waste collection and disposal accounts:
(1) Present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) within the District whose accounts are more than one hundred twenty days past due;
(2) Send a certified letter requesting payment to each Responsible Party and/or Owner with a delinquent account;
(3) At least thirty days after receiving delivery certification for payment requests, present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) whose accounts are still past due.
(c) After the Franchisee has completed all of the actions listed in Paragraph (a), the District Board of Directors will adopt a resolution authorizing the County Auditor to place the delinquent accounts upon the tax roll. The Franchisee shall bear the full cost of any fees charged by the County Auditor to place the delinquent accounts on the tax roll.

## Section 14. Franchise for Collection - Authorization

(a) A Franchise, exclusive or nonexclusive, for the collection and disposal of solid waste may be granted and/or authorized by the District or its Designee.
(b) No person shall collect, or enter into an agreement to collect, or provide for the collection or disposal of Discarded Materials, unless such person is authorized by the District to operate within the District by means of a Franchise Agreement.

## Section 15. Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse

(a) No Responsible Party, Generator, or Owner of property shall allow the following to be accumulated on any property, lot, parcel, or Premises:
(1) Solid waste of any kind, unless the same shall be in a Solid Waste Container.
(2) Discarded mattresses, couches, chairs, and other household furniture.
(3) Construction material, demolition material, Rubble, Refuse, and/or debris.
(4) Hazardous Materials of any kind.
(5) Bulky Items and Cast Offs.
(b) No Responsible Party, Generator, or Owner shall dispose of Solid Waste, Recyclable Materials, or Organic Waste by:
(1) Causing it to be placed on another's lot, parcel, or Premises.
(2) Causing it to be deposited in or near litter receptacles placed by the District in public places for incidental use by pedestrians or vehicular traffic;
(3) Causing it to be deposited on any public or private place, street, lane, alley, or drive.
(4) Causing it to be placed into any standard container other than those in possession of such Responsible Party or Generator unless permission for such use is granted by the Commercial or Residential Customer in possession of the Standard Container(s).
(c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 16.

## Section 16. Clearing Of Accumulated Solid Waste And Rubble

(a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
(b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 16. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
(c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

## NOTICE TO REMOVE

 SOLID WASTE REFUSE, CAST OFFS, AND/OR RUBBLEThe owner of the property commonly known as: is hereby ordered to properly dispose of the solid waste matter, refuse, cast offs, and/or rubble located on the property, to wit: (type of waste matter to be disposed of) within ten calendar days from the date hereof. If the disposal of the solid waste matter, cast-offs, and/or rubble herein described is not commenced and diligently prosecuted to completion within the time fixed herein, the District Operations Supervisor will apply to the County of San Luis Obispo Environmental Health Department for an order to abate said nuisance, and the costs of such abatement shall become a charge against the property, and shall be made a special assessment against the property. Said special assessment may be collected at the
same time and in the same manner as is provided for the collection of ordinary County taxes, and shall be subject to the same procedures as foreclosure and sale in the case of delinquency as is provided for ordinary County taxes.

If you should have any questions, please contact the undersigned at (805) 4673388.

Date: $\qquad$
District General Manager
cc: San Luis Obispo County Environmental Health Department
(d) The District shall cause to be kept in his/her office a permanent record containing:
(1) a description of each parcel, property, or Premises for which notice to dispose of waste matter has been given;
(2) the name of the Owner, if known;
(3) the date the matter was referred to the San Luis Obispo County Department of Environmental Health;
(4) action taken by the County Department of Environmental Health. Each such entry shall be made as soon as practicable after completion of such act.
(e) The County of San Luis Obispo Environmental Health Department is hereby authorized to enforce all abatement proceedings authorized by this section.

## Section 17. Storage And Placement Of Standard Containers For Pick-Up

(a) All residential Standard Containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 P.M. on the day immediately prior to such collection, and shall not remain thereon for more than twelve (12) hours after it has been emptied unless special in yard service has been contracted for.
(b) Any Container placed for collection along a street or roadway shall be placed within three feet of the edge of the street or roadway, without causing a safety hazard. In the event that automated service is provided in the District, Containers shall be placed in accordance with guidelines established by the Franchisee and approved by the District.
(c) Upon collection, the Franchisee shall place all Standard Containers within 3
feet from the edge of the street or roadway, to avoid creating a safety hazard.
(d) No person other than a Franchisee or Customer shall interfere in any manner with any Standard Container or the contents thereof, or remove any Discarded Materials from the location where it was placed by the Customer or Franchisee, nor remove the contents of any Standard Container.

## Section 18. Unlawful Collection

(a) A Franchisee shall not be required to collect Hazardous Waste, or dangerous materials as part of its regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in Standard Containers. Any person collecting such substances shall store, handle and dispose of such materials in accordance with local, state and federal law and shall obtain all necessary local, state and federal permits therefor.
(b) A Franchisee shall not be required to collect Infectious Waste (as defined in California Health and Safety Code section 7054.4, as amended from time to time, or any successor provision or provisions thereto) as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the County health officer or designated deputy, and in accordance with local, state and federal law and with all necessary local, state and federal permits.

## Section 19. Condition of Collection Trucks

Every truck used by a Franchisee in the collection and removal of Discarded Materials shall be kept well painted, clean, and in good operating condition.

Section 20. Exceptions
(a) Nothing in this Ordinance shall be deemed to prohibit the removal and hauling by a licensed person pursuant to the terms and conditions of this Ordinance.
(b) Nothing in this Ordinance shall be construed to prohibit any producer of Solid Waste, Cast Offs, Rubble, or Refuse from hauling the same to a permitted disposal site pursuant to the terms and conditions of this Ordinance.
(c) Nothing in this Ordinance shall be construed to prohibit the collection and removal of Yard Trimmings or Green Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to their work and done pursuant to the terms and conditions of this Ordinance.
(d) Nothing in this Ordinance shall limit the right of Generator, Responsible Party, Owner, or Commercial Business, or other entity to donate, sell or otherwise dispose of Solid Waste provided that any such disposal is in accordance with the provisions of this Ordinance.

## Section 21. Enforcement

(a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District or its Designee.
(b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may, at its option, choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of the District's staff and resources.
(c) Responsible Entity for Enforcement
(1) Enforcement pursuant to this Ordinance may be undertaken by the District General Manager or its Designee, agent, legal counsel, or combination thereof.
(2) Enforcement may also be undertaken by a County Enforcement Official if so designated by the District.
(3) The District General Manager and/or its Designee may issue Notices of Violation(s).
(d) Process for Enforcement
(1) The District General Manager and/or its Designee will monitor compliance with the Ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. The District General Manager and/or the County Enforcement Officials and/or its designee may also monitor compliance with the Ordinance randomly.
(2) The District may issue an official notification to notify regulated entities of its obligations under the Ordinance.
(3) For incidences of Prohibited Container Contaminants found in containers, the District or its Designee will issue an informational notice of contamination to any Generator or Responsible Party found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the District, the County or their designee observes Prohibited Container Contaminants in a Responsible Party's containers on more than three (3) consecutive occasion(s), the District/County may assess
contamination processing fees or contamination penalties on the Generator.
(4) With the exception of violations of contamination of container contents addressed under Section 21(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
(5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 21(k), Table 1, List of Example Violations.
(6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.
(e) Penalty Amounts for Types of Violations

The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any other applicable code or regulation:
(1) For a first violation, the amount of the base penalty shall be $\$ 50$ to $\$ 100$ per violation.
(2) For a second violation, the amount of the base penalty shall be $\$ 100$ to $\$ 200$ per violation.
(3) For a third or subsequent violation, the amount of the base penalty shall be $\$ 250$ to $\$ 500$ per violation.
(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:
(1) The nature, circumstances, and severity of the violation(s).
(2) The violator's ability to pay.
(3) The willfulness of the violator's misconduct.
(4) Whether the violator took measures to avoid or mitigate violations of this chapter.
(5) Evidence of any economic benefit resulting from the violation(s).
(6) The deterrent effect of the penalty on the violator.
(7) Whether the violation(s) were due to conditions outside the control of the violator.
(g) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:
(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
(2) Delays in obtaining discretionary permits or other government agency approvals; or,
(3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City/County is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.
(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the Districts formal or informal procedures for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.
(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the District or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or its Designee determines that Generator, Responsible Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.
(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that a Generator, Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service,
or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.
(k) Enforcement Table

Table 1. List of Example Violations

## Requirement

Commercial Business Multi-
Family Premises
Responsibility Requirement Sections 5 and 6

Organic Waste Generator or
Responsible Party
Requirement
Section 4, 5, and 6
Hauler Requirement
Section 10


Hauler Requirement
Section 10

Hauler Requirement
Section 10

Self-Hauler Requirement Section 11

Description of Violation
Responsible Party for a Commercial Business or MultiFamily Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.

Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.

A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Ordinance.

A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.

A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.

A Generator or Responsible Party who is a SelfHauler fails to comply with the requirements of this Ordinance.

| Requirement | Description of Violation |
| :--- | :--- |
| Commercial Edible Food <br> Generator Requirement <br> Section 8 | Tier One Commercial Edible Food Generator fails to <br> arrange to recover the maximum amount of its Edible <br> Food that would otherwise be disposed by establishing <br> a contract or written agreement with a Food Recovery <br> Organization or Food Recovery Service and/or fails to <br> comply with other requirements of this Ordinance <br> commencing Jan. 1, 2022. |
| Commercial Edible Food <br> Generator Requirement <br> Section 8 | Tier Two Commercial Edible Food Generator fails to <br> arrange to recover the maximum amount of its Edible <br> Food that would otherwise be disposed by establishing <br> a contract or written agreement with a Food Recovery |
| Organization or Food Recovery Service and/or fails to <br> comply with other requirements of this Ordinance <br> commencing Jan. 1, 2024. |  |
| Commercial Business <br> Responsible Party, Multi- <br> Family Premises <br> Responsible Party, <br> Commercial Edible Food <br> Generator, Food Recovery <br> Organization or Food | Failure to provide or arrange for access to an entity's <br> Recovery Service <br> Sections 5, 6, 8, 9, and 12 |
| Recordkeeping <br> Requirements for <br> Commercial Edible Food <br> Generator <br> Section 8 | Tier One or Tier Two Commercial Edible Food <br> Generator fails to keep records, as prescribed by <br> Section 8 of this Ordinance. |
| Recordkeeping <br> Requirements for Food <br> Recovery Services and Food <br> Recovery Organizations <br> Section 9 | A Food Recovery Organization or Food Recovery <br> Service that has established a contract or written <br> agreement to collect or receive Edible Food directly <br> from a Commercial Edible Food Generator pursuant <br> to 14 CCR Section 18991.3(b) fails to keep records, <br> as prescribed by Section 9 of this Ordinance. |

## Section 22. CalRecycle Issued Waivers

Certain provisions of this Ordinance may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

## Section 23. CEQA

The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of waste materials, represent actions by a regulatory agency for the protection of the environment.

## Section 24. Severability

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

## Section 25. Effective Date

This Ordinance shall be effective commencing on June 1, 2022.

San Miguel Community Services District

# Board of Directors Staff Report 

## April 28 ${ }^{\text {th }} 2022$

## AGENDA ITEM: XI-3

SUBJECT: Review and approve RESOLUTION 2022-19 authorizing Staff to prepare and deliver a Notice of Public Hearing to consider increasing solid waste collection rates by $8.59 \%$ Pursuant to Proposition 218.

## RECOMMENDATION:

Approve RESOLUTION 2022-19 authorizing Staff to prepare and deliver a Notice of Public Hearing to consider increasing solid waste collection rates by $8.59 \%$ Pursuant to Proposition 218.

## Background

San Miguel Garbage Company ("SM Garbage") and the San Miguel Community Services District ("District") entered into its most recent franchise agreement ("Agreement") in 2020 for the provision of solid waste services to District residents. This year, SM Garbage is requesting an $8.59 \%$ increase across all solid waste collection rates. This increase is comprised of a $5.39 \%$ Consumer Price Index ("CPI") increase as allowed in the current Agreement and a $3.2 \%$ increase to cover escalating operational cost which are outside SM Garbage control. 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. ${ }^{11}$ 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.

The District and SM Garbage entered into the franchise agreement in 2020 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 sharp rise in the costs related to solid waste collection and disposal services. The proposed increase is necessary for SM Garbage to fund the cost of solid waste collection and disposal services.

The proposed rates reflect an $8.59 \%$ increase in commercial rates. 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 increased operating expenses. SM Garbage's statement of income for commercial services shows a net income of negative $6.31 \%$. The proposed increase raises rates $8.59 \%$ to cover the shortfall and the increased operating costs.

## 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.

[^3]
## 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, and versions of the notice must be in English and Spanish. 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 cost of preparing and sending Proposition 218 notices must be paid by SM Garbage.

## Recommendation

Adopt Resolution 2022-19, authorizing staff to prepare and send a notice of public hearing, to increase solid waste rates by $8.59 \%$, pursuant to Proposition 218.

## Attachment

1. Resolution 2022-19.
2. 2022 Rate Comparison for Solid Waste Services from San Miguel Garbage.
3. Prop 218 Public Notice for June 23rd Meeting to act on Trash Rate Increase

PREPARED BY: Kelly Dodds, Director of Utilities

## RESOLUTION NO. 2022-19

## 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 SOLID WASTE RATES BY 8.59\%, 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 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 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 solid waste collection rates by $8.59 \%$.

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

AYES:
NOES:
ABSENT:
ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

Raynette Gregory, Board President
ATTEST:

Douglas White, District General Counsel

## NOTICE OF PUBLIC HEARING REGARDING PROPOSED SOLID WASTE RATE INCREASES

Property Owner/Customer:
This notice is intended to inform you that the San Miguel Community Services District (SMCSD) will hold a Public Hearing regarding the proposed rate increase by San Miguel Garbage Company for customers receiving solid waste, recycling, and green waste services within the District. The proposed rate increases will be considered by the District Board of Directors at the Date, time and location specified below.

Consistent with the requirements of Proposition 218, this notice provides you with the following information:

1. Date, time and location of the public hearing;
2. The amount of proposed increases;
3. Reason for the basis upon which the amount of the proposed increases were calculated;
4. How to protest the proposed increases.

## Notice of Public Hearing

The Public Hearing of the proposed rate increase will be held on:

> Date: June $23^{\text {rd }}, 2022$
> Time: 7:00 P.M.
> Place: 1150 Mission Street, San Miguel, California 93451

If adopted by the District Board of Directors, the proposed increase will become effective July 1, 2022. The proposed rates are attached to this notice.

## Reasons for the Proposed Rate Increases:

The proposed rate increases are necessary for the San Miguel Garbage Company to continue to provide safe, environmentally sound, and reliable solid waste, recycling, and green waste collection, transportation and disposal or processing services to the citizens within the San Miguel Community District. Several factors have contributed to these increased costs, including but not limited to: The rising cost associated with the operation of San Miguel Garbage Company, the rising cost associated with the processing of recycling material, increased cost associated with the purchase, operation, and fuel for vehicles and increased labor cost.

## Basis for the Proposed Rate Increases:

The total proposed residential and commercial rate increase of $8.59 \%$ is based on the following cost increases incurred by San Miguel Garbage Company:

1. $5.39 \%$ change in Consumer Price Index (CPI). The Franchise Agreement between the San Miguel Community Services District (SMCSD) and San Miguel Garbage Company permits an annual increase for solid waste collection rates based on the change in Consumer Price Index (CPI).
2. $3.2 \%$ increase in operational costs. Several factors have contributed to these increase costs, including but not limited to, labor related costs, fuel cost, and elevated costs, and elevated cost associated with meeting more stringent State and Federal regulations.

In addition to the above increases, the San Luis Obispo County Integrated Waste Management Authority (IWMA), a Joint Powers Authority formed to plan and implement regional solid waste and hazardous waste programs mandated by State law, has recently approved increases to their fees. The IWMA fee of $5.4 \%$ will be added to all account charges.

The Joint Powers Agreement between the San Miguel Community Services District (SMCSD) and the IWMA can be made available by the District upon request, and available on the IWMA website at www.IWMA.com.

## How to Protest proposed rate increase?

Pursuant to Section 6 of Article XIII D of the California Constitution, the following persons may submit a written protest against the Proposed Rate Increase to the District Board Clerk before the close of the Public Hearing referenced above:

- An owner(s) of property (parcel(s)) receiving Solid Waste service within the District's boundary. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s) then the protest must contain or be accompanied by written evidence that such person signing the protest is the owner of the parcel(s) receiving water service; and
- A Tenant(s) whose name appears on the Garbage Company's records as the customer of record for the corresponding parcel receiving Solid Waste services, service within the District's boundary (tenantcustomer)

A valid written protest must contain a statement that you protest the increase in Solid Waste rates, the address, and Assessor's Parcel Number (APN) of the parcel or parcels which receive Solid Waste services and must be signed by either the owner or tenant-customer of the said parcel or parcels. One (1) written protest per parcel shall be counted in calculating a majority protest to the proposed Solid Waste rate increase subject to the requirements pursuant to Section 6 of Article XIII D of the California Constitution. Written protest will not be accepted by e-mail or by facsimile. Verbal protest will not be counted in determining the existence of a majority protest. To be counted, a protest must be received in writing by the District Board Clerk before the close of the Public Hearing referenced above.

Written protests regarding the Solid Waste increases may be mailed to:
San Miguel Community Services District P.O. Box 180

San Miguel, CA. 93451
Written protests may also be personally delivered to the District Board Clerk at the San Miguel Community Services District Office located at 1150 Mission Street, San Miguel CA. 93451 . If valid written protests are presented by the majority of owners and/or tenant-customers of parcels receiving Solid Waste services within the District's boundary, then the District will not adjust/increase the Solid Waste rates. Only one protest per parcel will be counted in determining whether or not a majority protest exists.

## Questions:

Please review at the District website www.sanmiguelcsd.org,
or contact San Miguel Garbage Company at (805)467-9283, for more information.

## Attachments:

Proposed rates effective July 1, 2022.

RESIDENTIAL CAN SERVICE

## 35 GAL

64 GAL
96 GAL

|  | Current <br> Total Charges to <br> Customer |
| :--- | :---: |
| monthly | $\$ 28.33$ |
| monthly | $\$ 44.48$ |
| monthly | $\$ 61.06$ |


| Proposed <br> Solid Waste | IWMA <br> Fee | Proposed <br> Total Charges to |  |
| :---: | :---: | :---: | :---: |
| Rate | $\underline{5.4 \%}$ |  | Customer |
| $\$ 30.44$ | $\$ 1.64$ | $=$ | $\$ 32.08$ |
| $\$ 47.98$ | $\$ 2.59$ | $=$ | $\$ 50.57$ |
| $\$ 65.00$ | $\$ 3.51$ | $=$ | $\$ 68.51$ |

All can rates based on standard garbage cans 35 gallon or smaller with 50-pound weight limit. Cans must be readily accessible.

CAN SERVICE MISCELLANEOUS

| Stickers | per sticker | $\$ 2.67$ | $\$ 2.90$ | $\$ 0.16=$ | $\$ 3.06$ |
| :--- | :--- | ---: | ---: | ---: | ---: |
| Re-Delivery Cans | per occurrence | $\$ 28.48$ | $\$ 30.93$ | $\$ 1.67=$ | $\$ 32.60$ |
| Go Back Residential | per occurrence | $\$ 5.94$ | $\$ 6.45$ | $\$ 0.35$ | $=$$\$ 6.80$ <br> plus add additional <br> mileage fee per mile |
| Walk-In Fee Service - Truck does not <br> leave road \& worker must walk in yard | per occurrence | $\$ 0.00$ | $\$ 3.08$ | $\$ 0.17=$ | $\$ 3.25$ |

Carts are the property of the garbage company \& must be returned when service is stopped or cancelled.
If cart is not returned the company may impose the appropriate fee to the customer for each cart not returned.

| Missing Cart - 35 GAL | per cart | $\$ 44.86$ | $\$ 48.71$ | $\$ 2.63=$ | $\$ 51.34$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| Missing Cart - 64 GAL | per cart | $\$ 59.01$ | $\$ 64.08$ | $\$ 3.46=$ | $\$ 67.54$ |
| Missing Cart -96 GAL | per cart | $\$ 80.26$ | $\$ 87.15$ | $\$ 4.71=$ | $\$ 91.86$ |

COMMERCIAL CONTAINER SERVICE

| 1 YARD | 1XWK monthly | \$84.43 | \$89.88 | \$4.85 = | \$94.73 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2XWK monthly | \$125.22 | \$133.31 | \$7.20 | \$140.50 |
|  | 3X WK monthly | \$0.00 | \$186.63 | \$10.08 | \$196.70 |
| 1.5 YARD | 1XWK monthly | \$94.46 | \$100.57 | \$5.43 | \$106.00 |
|  | 2X WK monthly | \$161.38 | \$171.80 | \$9.28 | \$181.08 |
|  | 3XWK monthly | \$0.00 | \$240.52 | \$12.99 | \$253.51 |
| 2 YARD | 1XWK monthly | \$103.98 | \$110.70 | \$5.98 = | \$116.67 |
|  | 2X WK monthly | \$183.55 | \$195.41 | \$10.55 | \$205.96 |
|  | 3X WK monthly | \$0.00 | \$273.57 | \$14.77 | \$288.34 |
| 3 YARD | 1XWK monthly | \$139.12 | \$148.11 | \$8.00 = | \$156.10 |
|  | 2XWK monthly | \$235.71 | \$250.94 | \$13.55 | \$264.49 |
|  | 3XWK monthly | \$0.00 | \$351.32 | \$18.97 | \$370.29 |
| 4 YARD | 1XWK monthly | \$185.48 | \$197.47 | \$10.66 | \$208.13 |
|  | 2X WK monthly | \$314.28 | \$334.59 | \$18.07 | \$352.66 |
|  | 3XWK monthly | \$0.00 | \$468.42 | \$25.29 | \$493.72 |
| 6 YARD | 1XWK monthly | \$278.28 | \$296.26 | \$16.00 | \$312.25 |
|  | 2X WK monthly | \$513.81 | \$547.00 | \$29.54 | \$576.54 |
|  | 3X WK monthly | \$0.00 | \$765.80 | \$41.35 = | \$807.15 |

Every other week rate is the same as $1 \times$ WK rate.

COMMERCIAL EXTRA PICKUP + PER MILE TRIP CHARGE *

| 1 YARD | per occurrence | $\$ 20.39$ | $\$ 22.14$ | $\$ 1.20$ | $=$ | $\$ 23.34$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| 1.5 YARD | per occurrence | $\$ 22.89$ | $\$ 24.86$ | $\$ 1.34=$ | $\$ 26.20$ |  |
| 2 YARD | per occurrence | $\$ 25.38$ | $\$ 27.56$ | $\$ 1.49$ | $=$ | $\$ 29.05$ |
| 3 YARD | per occurrence | $\$ 33.62$ | $\$ 36.51$ | $\$ 1.97$ | $=$ | $\$ 38.48$ |
| 4 YARD | per occurrence | $\$ 44.83$ | $\$ 48.68$ | $\$ 2.63=$ | $\$ 51.31$ |  |
| 6 YARD | per occurrence | $\$ 69.28$ | $\$ 75.23$ | $\$ 4.06=$ | $\$ 79.29$ |  |


| COMMERCIAL SERVICE MISCELLANEOUS |  | Current <br> Total Charges to Customer | Proposed Solid Waste Rate | IWMA <br> Fee <br> 5.4\% |  | Proposed Total Charges to Customer |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| * Trip Charge per Mile | per occurrence | \$5.10 | \$5.54 | \$0.30 | $=$ | \$5.84 |
| Delivery Fee \& Re-Delivery Containers | per occurrence | \$31.02 | \$33.68 | \$1.82 | = | \$35.50 |
| Extra trash less than 1 yard | per occurrence | \$15.08 | \$16.38 | \$0.88 | = | \$17.26 |
| Extra trash per yard | per occurrence | \$20.39 | \$22.14 | \$1.20 | = | \$23.34 |
| Manual Labor per yard | per occurrence | \$20.42 | \$22.17 | \$1.20 | = | \$23.37 |
| Go Back Commercial | per occurrence | \$10.10 | \$10.97 | \$0.59 | = | \$11.56 |
|  |  |  |  |  |  | plus add additional mileage fee per mile |
| Lock Bar Set Up | per occurrence | \$45.91 | \$49.85 | \$2.69 | $=$ | \$52.55 |
| Lock Bar Set Up Plus Key \& Lock | per occurrence | \$55.45 | \$60.21 | \$3.25 | $=$ | \$63.46 |
| Unlocking Fee | per occurrence | \$2.45 | \$2.66 | \$0.14 | = | \$2.80 |
| Container Exchange Fee | per occurrence | \$46.41 | \$50.40 | \$2.72 | = | \$53.12 |

## DRIVE IN-YARD CHARGES

Charged to customers that require the waste collection truck to enter the customers property

| In-Yard 100' | monthly | $\$ 11.74$ | $\$ 12.75$ | $\$ 0.69=$ |
| :--- | :--- | :--- | ---: | ---: |
| In-Yard 1/4 Mile | monthly | $\$ 16.47$ | $\$ 17.88$ | $\$ 0.97=$ |
| In-Yard 1 Mile | monthly | $\$ 18.19$ | $\$ 18.44$ |  |
| In-Yard Over 1 Mile | monthly | multiply "In-Yard 1 Mile" rate X total miles | $\$ 1.07=$ | $\$ 20.82$ |
|  |  |  |  |  |


| ADDITIONAL CHARGES |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Can Pressure Wash Fee | per o | urence | \$28.48 | \$30.93 | \$1.67 | $=$ | \$32.60 |
| Water Heater | each | 2022 N/C White Goods | \$22.18 | \$24.09 | \$1.30 | $=$ | \$25.39 |
| Fridge | each | 2022 N/C White Goods | \$27.76 | \$30.14 | \$1.63 | $=$ | \$31.77 |
| Washer/Dryer | each | 2022 N/C White Goods | \$22.18 | \$24.09 | \$1.30 | = | \$25.39 |
| Toilet | each |  | \$9.00 | \$9.77 | \$0.53 | $=$ | \$10.30 |
| Couch | each |  | \$27.25 | \$29.59 | \$1.60 | $=$ | \$31.19 |
| Mattress or boxspring TWN | each |  | \$19.68 | \$21.37 | \$1.15 | = | \$22.52 |
| Mattress or boxspring Q-K | each |  | \$35.00 | \$38.01 | \$2.05 | $=$ | \$40.06 |
| Truck Tires | each |  | \$19.68 | \$21.37 | \$1.15 | $=$ | \$22.52 |
| Car Tire only | each |  | \$3.90 | \$4.24 | \$0.23 | = | \$4.46 |
| Car Tire with Rim | each |  | \$6.00 | \$6.52 | \$0.35 | = | \$6.87 |
| T.V. | CAN NOT TAKE |  |  |  |  |  |  |

All other items not listed call office for rate.

## NSF FEES

| 1ST | $\$ 20.00$ |
| :--- | :--- |
| 2ND | $\$ 30.00$ |
| 3RD | $\$ 35.00$ |
| 4TH | $\$ 40.00$ |

RENT-A-BIN (all areas)

| 2 YARD - 1 PU 1 WEEK | $60 \times 43 \times 38$ | $\$ 82.17$ | $\$ 87.48$ | $\$ 4.72=$ | $\$ 92.20$ |
| :--- | :--- | ---: | ---: | ---: | ---: |
| 3 YARD - 1 PU 1 WEEK | $72 \times 43 \times 52$ | $\$ 108.52$ | $\$ 115.53$ | $\$ 6.24=$ | $\$ 121.77$ |
| DAILY RENTAL after 1 wk | per day | $\$ 2.78$ | $\$ 3.02$ | $\$ 0.16=$ | $\$ 3.18$ |

For one month rental please call office for rates


# San Miguel Community Services District 

## Board of Directors Staff Report

April 28, 2022
AGENDA ITEM: XI - 4
SUBJECT: Review and discuss the DRAFT FY 2022-2023 Operation and Maintenance (O\&M) Budget and Capital Improvement Project (CIP) Budget.

## RECOMMENDATION:

Discuss the DRAFT FY 2022-2023 O\&M Budget and CIP Budget and provide comments to staff.

Annually, the Board is tasked with reviewing and approving the Operation and Maintenance (O\&M) budget for the District. The DRAFT revenue and expenditure budgets attached are based on the review of current costs as well as proposed costs for each individual fund and all the funds collectively.

This year in addition to the O\&M Budget the Board is being tasked with reviewing and approving a Capital Improvement Project (CIP) Budget for the District. The DRAFT CIP Budget is attached and is inclusive of projects which are currently underway, that are carrying over from the prior year, as well as new projects for this fiscal year.

Once approved as part of the O\&M or CIP budgets all purchases will be made in accordance with the purchasing, or other applicable, policies in effect at the time of purchase or obligation.

After this review, comments and corrections will be addressed and the O\&M Budget and CIP Budget will be brought to the Board for final approval at the May board meeting.

Once approved, these budgets will take effect July $1^{\text {st }}, 2022$.
REVENUE NOTE: All property tax revenues are estimates provided (annually) by the County of San Luis Obispo. Water and Wastewater Revenues are those identified in the 2017 Rate Study by Bartle Wells and Associates.

REVENUE TRANSFERS: Transfers from the Operating account to either operational reserve or capital reserve may be made within a department to meet reserve goals based on the approved District Reserve Policy. This usually occurs at the close of a Fiscal Year but may occur at any time throughout the year as needed.

Transfers from Capital Reserve to fund specific capital project expenditures are only done after the expense is incurred and only for the amount incurred if that amount is different than the total amount approved.

## Budget Overview

## Fire Department (Fund 20)

## 2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue $\$ 425,798$
- Budgeted Expense \$479,935


## 2022-23 DRAFT Budget

- Budgeted Revenue $\$ 471,232$

Actual Revenue $\$ 258,318 \quad$ Percentage 61\%
Actual Expense \$292,235 Percentage 61\%

Budgeted Expense \$381,013 Net \$44,785*
(*2021-22 Revenue minus 2022-23 Expenses)

- Budgeted Project Cost $\$ 33,577$ (note that this amount is the annual payment of the THU lease agreement)


## Lighting Department (Fund 30)

2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue $\$ 137,231$
- Budgeted Expense $\$ 130,144$

2022-23 DRAFT Budget

- Budgeted Revenue \$145,677
- Budgeted Project Cost $\$ 60,500$


## Wastewater Department (Fund 40)

2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue \$1,309,266
- Budgeted Expense $\$ 1,875,015$

Actual Revenue \$69,098
Actual Expense \$43,703

Budgeted Expense \$145,342
Net \$335

Percentage 50\%
Percentage 34\%
\$100,000 (included in budgeted total) is to be transferred to the Long-Term Maintenance account for the WWTF.
$\$ 220,000$ (NOT included in budgeted total) is to be transferred to the Capital reserve account for WWTF construction.
2022-23 DRAFT Budget

- Budgeted Revenue $\$ 1,260,719 \quad$ Budgeted Expense $\$ 1,258,855 \quad$ Net $\$ 1,864$
- Budgeted Project Cost $\$ 736,325$

Draft Revenue budget reflects the annual increase as identified in the 2017 Bartle Wells Rate Study. $\$ 100,000$ (included in budgeted total) is to be transferred to the Long-term maintenance account for the WWTF.
$\$ 300,000$ (included in budgeted total) is to be transferred to the Capital reserve account for WWTF construction.
Water Department (Fund 50)
2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue $\$ 1,182,393$
- Budgeted Expense $\$ 1,227,769$

Actual Revenue \$753,794
Actual Expense \$728,981

Budgeted Expense \$920,119
Net \$53

- Budgeted Revenue $\$ 920,172$
- Budgeted Project Cost $\$ 98,000$

Draft Revenue budget reflects the annual increase as identified in the 2017 Bartle Wells Rate Study.

## Solid Waste Department (Fund 60)

2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue $\$ 37,719$
- Budgeted Expense \$50,174


## 2022-23 DRAFT Budget

- Budgeted Revenue $\$ 39,600$
- Budgeted Project Cost $\$ 45,500$

Actual Revenue $\$ 28,863$
Actual Expense \$21,113

Budgeted Expense \$46,492

Percentage 77\%
Percentage 42\%

Net \$-6,892

## District Totals

## 2021-22 Budget performance thru April 15 ${ }^{\text {th }}, 2022$

- Budgeted Revenue $\$ 3,147,058$
- Budgeted Expense $\$ 3,753,039$


## 2022-23 DRAFT Budget

- Budgeted Revenue $\$ 2,837,400$
- Budgeted Project Cost \$973,902

Actual Revenue \$2,270,608
Actual Expense \$1,775,449
Percentage 72\%
Percentage 47\%

Budgeted Expense $\$ 2,751,821 \quad$ Net $\$ 85,579$

## The Draft Capital Improvement Projects (CIP's) are outlined below.

First 2 digits of project number relate to the fiscal year in which it started. The last 3 digits are the project number in sequence for which it was entered into the system.

THESE PROJECTS ARE CONTINUING FROM PRIOR FISCAL YEARS UNDER THE ORIGINAL FUNDING AMOUNT

- 20001 - WWTF Final Design/ project management. This project is for the design and management of the WWTF upgrade and expansion. This project is carried over from the 2020-21 fiscal year. Funded with capital reserves.
- 21001 - Mission Gardens Lift Station replacement Generator. Purchase and installation of replacement standby generator in order to maintain compliance with APCD.
- 21002 - Water main flushing project. At the direction of the Waterboard, the District will be required to flush water mains in a proactive attempt to reduce arsenic buildup in the water distribution system.
- 21003 - WWTF Membrane Bio Reactor. Purchase of the Membrane Bio Reactor treatment system currently under contract with Fluid Resource Management. This project is carried over from the 2021-22 fiscal year. Funded with capital reserves.
- 21004 - WWTF Headworks Equipment. Purchase of the course bar screen equipment for the WWTF currently under contract with Duperon Corp. This project is carried over from the 2021-22 fiscal year. Funded with capital reserves.
- 21005 - Replacement computer hardware. Purchase of replacement computer hardware and contract with CIO Solutions to install and configure that equipment. This project is scheduled for approval at the 4/28/2022 Board meeting.
- 21005 - Replacement computer hardware. Purchase of replacement computer hardware and contract with CIO Solutions to install and configure that equipment. This project is scheduled for approval at the 4/28/2022 Board meeting.
- 21006 -Temporary Housing Unit. Finance, purchase, and installation of a Temporary Housing Unit on the parcel south of the Fire Station for fire department coverage and Sheriff Beat Station. This project is scheduled for approval at the 4/21/2022 Board meeting.


## THESE PROJECTS ARE PROPOSED PROJECTS TO BE STARTED AND FUNDED WITHIN THE 2022-23 FISCAL YEAR

- 22001 - Scissor Lift replacement. Replacement of existing scissor lift with an all-terrain lift capable of being used at all facilities. Funded with capital reserves. Proceeds from sale of existing lift would be returned to Fund 30 capital reserves.
- 22002 - Electric Vehicle for WWTF. Purchase of an electric service vehicle for sole use at the WWTF for daily operation and maintenance. Funded with capital reserves.
- 22003 - Replacement Utility Vehicle. Replacement of existing utility vehicle with a utility vehicle which meets the current and planned needs of the utilities departments both now and in the foreseeable future. Funded with capital reserves.
- 22004 - Replacement sewer video camera. Purchase of a replacement sewer video camera system to replace the system donated to the District from The City of Paso Robles. Funded with capital reserves.
- 22005 - Cost of Service Rate study for funds 30, 40, 50, $\mathbf{6 0}$. Each fund will pay their share of the study cost, funds 30 and 60 will pay for their share of cost with Operational reserves while funds 40 and 50 will pay for their share of cost with capital reserves.
- 22006 - Annual Water meter replacement. Previously funded in the O\&M budget this annual replacement is a CIP item and is now included in this year's CIP Budget. Funded with capital reserves.
- 22007 - Mission Street trash and recycling cans. Purchase new and replacement trash and recycling cans for Mission street. Funded with capital reserves.
- 22008 - Temporary office trailer. Lease, setup and breakdown of a temporary office trailer for relocation of office staff until a permanent office is finished. This project is for the lease and installation/ removal of the office. Monthly rental and other fees will be divided by all funds. Funded with capital reserves.


## Fiscal Impact:

There is no impact associated with the review of this report.

## PREPARED BY:

Michelle Ftida, Michelle Hido, Financial Officer
Kelly Dodds, Kelly Dodds, Director of Utilities
APPROVED BY:
Rab Raberson, Rob Roberson, Interim General Manager/Fire Chief
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Reimbursement
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40300 Fireworks Permit Fees
40310 Fireworks Refundable C／Up
40320 Fire Impact Fees
40370 Johnson Restitution－
40410 Mutual Aid Fires～OES
40420 Ambulance Reimbursement
40500 VFA Assistance Grant
40505 CFF California Fire
40510 Sponsored Training Fees
Group：

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44000 Forestry \＆Fire Protection
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46009 Grants－Other


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| SAN MIGUEL CSD | Page: 3 of 5 |
| :--- | ---: |
| Revenue Budget Report - MultiYear Actuals | Report ID: B250 |
| For the Year: $2022-2023$ |  |

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40370 Johnson Restitution -
40840 CDBG Grant
40900 Wastewater Hook-up Fees
40901 Riverzater Sales
40910 Wastewater Late Charges
40 WASTEWATER DEPARTMENT
 : dnox 43000 Property Taxes Collected
43000 Property Taxes Collected Group: 46000 Revenues \& Interest
46000 Revenues \& Interest
46006 IRWM Grants 46000 Revenues \& Interest
46000 Revenues \& Interest
46006 IRWM Grants 46006 IRWM Grants 46008 DWR Grants
4609 Grants - Other
46010 Transfer In
46100 Realized Earnings 46009 Grants - Other
46010 Transfer In
46100 Realized Earnings 46100 Realized Earnings
46150 Miscellaneous Income 46151 Refund/Adjustments
46152 Recycling

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46155 \text { Will Serve }
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| 60 SOLID WASTE DEPARTMENT |  |
| Account |  |
| 40000 |  |
| 40370 Johnson Restitution - |  |
|  | Group : |
| 46000 Revenues \& Interest |  |
| 46000 Revenues \& Interest |  |
| 46005 Franchise Fees |  |
| 46009 Grants - Other |  |
| 46100 Realized Earnings |  |
| 46150 Miscellaneous Income |  |
| 46151 Refund/Adjustments |  |
| 46155 | Will Serve Processing |
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Group:
46000 Revenues \& Interest 46000 Revenues \& Interest
46005 Franchise Fees 46005 Franchise Fees



| $\begin{aligned} & 04 / 20 / 22 \\ & 06: 58: 51 \end{aligned}$ | SAN MIGUEL CSD <br> Expenditure Budget Report -- MultiYear Actuals For the Year: 2022 - 2023 |  |  |  |  |  |  | $\begin{aligned} & \text { Page: } 1 \text { of } 12 \\ & \text { Report ID: B240 } \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 20 FIRE PROTECTION DEPARTMENT |  |  |  |  |  |  |  |  |  |  |
|  |  | Ac |  |  | Current <br> Budget | \% Exp. | Prelim. <br> Budget | Budget <br> Changes | Final <br> Budget | \% Old Budget |
| Account Object | 18-19 | 19-20 | 20-21 | 21-22 | 21-22 | 21-22 | 22-23 | 22-23 | 22-23 | 22-23 |
| 62000 Fire |  |  |  |  |  |  |  |  |  |  |
| 105 Salaries and Wages | 58,282 | 107,885 | 132,754 | 123,714 | 170,000 | 73\% | 164,684 |  | 164,684 | 97\% |
| 111 BOD Stipend | 836 | 1,179 | 1,408 | 1,650 | 1,380 | 120\% | 2,880 |  | 2,880 | 209\% |
| 115 Payroll Expenses | 923 | 2,585 | 4,856 | 2,800 | 2,000 | 140\% |  |  | 0 | 0\% |
| 120 Workers' Compensation | 6,917 | 6,911 | 10,044 | 8,939 | 8,000 | 112\% | 11,312 |  | 11,312 | 141\% |
| 121 Physicals |  | 150 | 75 | 885 | 1,000 | 89\% | 2,400 |  | 2,400 | 240\% |
| 125 Volunteer Firefighter Sti | 50,806 | 28,072 | 47,372 | 27,513 | 45,000 | 61\% |  |  | 0 | 0\% |
| 126 OES Strike Team Payroll | 3,539 |  | 114,489 |  | 0 | 0\% |  |  | 0 | 0\% |
| 135 Payroll Tax - FICA/SS | 3,383 | 2,089 | 9,027 | 2,230 | 3,100 | 72\% | 2,790 |  | 2,790 | 90\% |
| 140 Payroll Tax - Medicare | 2,862 | 1,785 | 2,229 | 2,009 | 2,800 | 72\% | 2,978 |  | 2,978 | 106\% |
| 155 Payroll Tax - SUI | 2,124 | 1,106 | 3,234 | 1,933 | 3,918 | 49\% | 2,984 |  | 2,984 | 76\% |
| 160 Payroll Tax - ETT | 23 |  |  | 5 | 0 | ***\% |  |  | 0 | 0\% |
| 165 Payroll Tax - FUTA | 284 |  |  |  | 0 | 0\% |  |  | 0 | 0\% |
| 205 Insurance - Health | 1,033 | 4,361 | 5,225 | 7,801 | 4,000 | 195\% | 14,592 |  | 14,592 | 365\% |
| 210 Insurance - Dental | 432 | 544 | 530 | 637 | 686 | 93\% | 697 |  | 697 | 102\% |
| 215 Insurance - Vision | 65 | 90 | 87 | 105 | 250 | 42\% | 112 |  | 112 | 45\% |
| 225 Retirement - PERS Expense | 3,785 | 4,684 | 7,261 | 6,720 | 5,500 | 122\% | 8,503 |  | 8,503 | 155\% |
| 305 Operations \& Maintenance | 4,143 | 6,763 | 8,531 | 1,458 | 6,000 | 24\% |  |  | 0 | 0\% |
| 307 OES Strike Team Expenses |  |  | 331 |  | 0 | 0\% |  |  | 0 | 0\% |
| 310 Phone \& Fax Expense | 225 | 391 | 444 | 2,720 | 475 | 573\% | 1,500 |  | 1,500 | 316\% |
| 315 Postage, Shipping \& Freig | 163 | 455 | 533 | 125 | 300 | 42\% |  |  | 0 | 0\% |
| 319 Legal: P.R.A.s - Professi |  |  | 2,209 | 273 | 0 | ***\% | 360 |  | 360 | *****\% |
| 320 Printing \& Reproduction | 114 | 233 | 478 | 142 | 600 | 24\% |  |  | 0 | 0\% |
| 321 IT Services - Professiona |  |  |  | 3,418 | 3,000 | 114\% | 7,140 |  | 7,140 | 238\% |
| 323 Auditor - Professional Sv |  |  |  | 2,341 | 4,100 | 57\% | 4,200 |  | 4,200 | 102\% |
| 325 Accounting - Professional | 9,863 | 8,364 | 4,451 | 1,737 | 2,000 | 87\% | 7,200 |  | 7,200 | 360\% |
| 326 Engineering - Professiona |  | 1,500 | 1,330 | 618 | 4,000 | 15\% | 2,000 |  | 2,000 | 50\% |
| 327 Legal: General - Professi | 19,584 | 10,819 | 15,147 | 11,381 | 11,000 | 103\% | 18,000 |  | 18,000 | 164\% |
| 328 Insurance - Prop \& Liabil | 11,734 | 12,751 | 22,508 | 13,944 | 24,000 | 58\% | 15,687 |  | 15,687 | 65\% |
| 330 Contract Labor |  |  | 867 |  | 1,250 | 0\% |  |  | 0 | 0\% |
| 333 Legal: HR - Professional |  |  | 16,155 | 6,536 | 0 | ***\% |  |  | 0 | 0\% |
| 334 Maintenance Agreements | 2,145 | 2,199 | 6,623 | 2,457 | 10,000 | 25\% | 5,000 |  | 5,000 | 50\% |
| 335 Meals | 207 | 501 | 429 | 37 | 600 | 6\% |  |  | 0 | 0\% |
| 340 Meetings and Conferences |  | 1 |  | 309 | 1,000 | 31\% | 500 |  | 500 | 50\% |
| 345 Mileage Expense Reimburse | 240 | 35 | 15 | 7 | 500 | 1\% | 250 |  | 250 | 50\% |
| 347 OES Vehicle Repair \& Main |  |  |  | 1,232 | 0 | ***\% |  |  | 0 | 0\% |
| 348 Safety Equipment and Supp |  |  | 821 |  | 2,000 | 0\% |  |  | 0 | 0\% |
| 350 Repairs \& Maint - Compute | 1,757 | 2,138 | 1,301 | 236 | 4,500 | 5\% | 4,000 |  | 4,000 | 89\% |
| 351 Repairs \& Maint - Equip | 3,157 | 9,740 | 1,925 | 1,571 | 7,500 | 21\% | 5,000 |  | 5,000 | 67\% |
| 352 Repairs \& Maint - Structu | 171 | 90 | 288 | 3,942 | 6,000 | 66\% |  |  | 0 | 0\% |
| 354 Repairs \& Maint - Vehicle | 11,916 | 22,506 | 14,066 | 3,981 | 13,000 | 31\% | 10,000 |  | 10,000 | 77\% |
| 355 Testing \& Supplies (WWTP) |  |  |  | 70 | 0 | *** |  |  | 0 | 0\% |
| 370 Dispatch Services (Fire) |  | 8,963 | 8,797 | 10,874 | 10,000 | 109\% | 16,000 |  | 16,000 | 160\% |
| 375 Internet Expenses | 1,240 | 1,248 | 1,140 | 612 | 1,134 | 54\% | 2,000 |  | 2,000 | 176\% |
| 376 Web Page - Upgrade/Maint | 396 | 528 | 552 | 492 | 552 | 89\% | 1,000 |  | 1,000 | 181\% |
| 380 Utilities - Alarm Service |  | 10 |  |  | 120 | 0\% | 288 |  | 288 | 240\% |
| 381 Utilities - Electric | 2,082 | 1,722 | 2,531 | 3,313 | 4,500 | 74\% | 6,000 |  | 6,000 | 133\% |
| 382 Utilities - Propane | 220 | 328 | 327 | 257 | 500 | 51\% | 1,000 |  | 1,000 | 200\% |

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| 385 | Dues and Subscriptions |
| 386 | Education and Training |
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| 393 | Advertising and Public No |
| 394 | LAFCO Allocations |
| 395 | Community Outreach |
| 405 | Software |
| 410 | Office Supplies |
| 445 | CPR/FIRST AID TRAINING MA |
| 450 | EMS Supplies |
| 455 | Fire Safety Gear \& Equipm |
| 456 | VFF Assistance Grant |
| 457 | CFF Grant - California Fi |
| 465 | Cell phones, Radios and P |
| 470 | Communication Equipment |
| 475 | Computer Supplies \& Upgra |
| 485 | Fuel Expense |
| 490 | Small Tools \& Equipment |
| 495 | Uniform Expense |
| 500 | Capital Outlay |
| 503 | Weed Abatement Costs |
| 505 | Fire Training Grounds |
| 510 | Fire Station Addition |
| 511 | Fire- Temp Housing Unit |
| 710 | County Hazmat Dues |
| 715 | Licenses, Permits and Fee |
| 900 | District Strategic Plan |
| 905 | Admin Allocation Transfer |
| 940 | Bank Service Charges |
| 960 | Property Tax Expense |
| 990 | Retirement/Health Ins Lia |
|  | Account: |

## Fund:

| $\begin{aligned} & 04 / 20 / 22 \\ & 06: 58: 51 \end{aligned}$ | SAN MIGUEL CSD```Expenditure Budget Report -- MultiYear Actuals For the Year: 2022 - 2023``` |  |  |  |  |  |  | $\begin{aligned} & \text { Page: } 3 \text { of } 12 \\ & \text { Report ID: B240 } \end{aligned}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 30 STREET LIGHTING DEPARTMENT |  |  |  |  |  |  |  |  |  |  |
|  |  | Ac |  |  | Current <br> Budget | \% Exp. | Prelim. <br> Budget | Budget <br> Changes | Final <br> Budget | \% Old Budget |
| Account Object | 18-19 | 19-20 | 20-21 | 21-22 | 21-22 | 21-22 | 22-23 | 22-23 | 22-23 | 22-23 |
| 63000 Lighting |  |  |  |  |  |  |  |  |  |  |
| 105 Salaries and Wages | 12,538 | 11,439 | 11,427 | 10,224 | 15,500 | 66\% | 20,667 |  | 20,667 | 133\% |
| 110 Payroll Tax Expense | 375 |  |  |  | 0 |  |  |  | 0 | 0\% |
| 111 BOD Stipend | 148 | 107 | 128 | 150 | 240 | 63\% | 300 |  | 300 | 125\% |
| 115 Payroll Expenses | 89 | 127 | 121 | 84 | 250 | 34\% | 250 |  | 250 | 100\% |
| 120 Workers' Compensation | 36 | 1 | 590 | 370 | 370 | 100\% | 52 |  | 52 | 14\% |
| 121 Physicals |  |  |  | 2 | 0 | *** | 50 |  | 50 | ***** |
| 135 Payroll Tax - FICA/SS | 34 | 36 | 27 | 40 | 300 | 13\% | 100 |  | 100 | 33\% |
| 140 Payroll Tax - Medicare | 310 | 164 | 164 | 152 | 300 | 51\% | 300 |  | 300 | 100\% |
| 155 Payroll Tax - SUI | 125 | 88 | 78 | 76 | 150 | 51\% | 971 |  | 971 | $647 \%$ |
| 205 Insurance - Health | 909 | 909 | 1,136 | 2,030 | 2,736 | 74\% | 2,241 |  | 2,241 | 82\% |
| 206 Insurance - CalPers Healt |  | 7 |  |  | 0 | 0\% |  |  | 0 | 0\% |
| 210 Insurance - Dental | 114 | 118 | 54 | 70 | 200 | 35\% | 115 |  | 115 | 58\% |
| 215 Insurance - Vision | 17 | 13 | 6 | 12 | 100 | 12\% | 19 |  | 19 | 19\% |
| 225 Retirement - PERS Expense | 1,621 | 1,381 | 1,927 | 1,141 | 2,500 | 46\% | 1,575 |  | 1,575 | 63\% |
| 305 Operations \& Maintenance | 139 | 19 | 469 | 458 | 2,000 | 23\% | 1,500 |  | 1,500 | 75\% |
| 310 Phone \& Fax Expense | 8 |  |  | 167 | 250 | 67\% | 37 |  | 37 | 15\% |
| 315 Postage, Shipping \& Freig |  | 17 | 13 | 12 | 100 | 12\% | 100 |  | 100 | 100\% |
| 319 Legal: P.R.A.s - Professi |  |  |  | 25 | 50 | 50\% | 45 |  | 45 | 90\% |
| 320 Printing \& Reproduction | 15 | 2 | 8 | 16 | 500 | 3\% | 150 |  | 150 | 30\% |
| 321 IT Services - Professiona |  |  |  | 271 | 500 | 54\% | 398 |  | 398 | 80\% |
| 323 Auditor - Professional Sv |  |  | 242 | 228 | 400 | 57\% | 420 |  | 420 | 105\% |
| 325 Accounting - Professional | 1,707 | 760 | 145 | 168 | 400 | 42\% | 720 |  | 720 | 180\% |
| 326 Engineering - Professiona |  | 585 |  |  | 5,000 | 0\% | 5,000 |  | 5,000 | 100\% |
| 327 Legal: General - Professi | 1,025 | 983 | 2,865 | 1,060 | 1,800 | 59\% | 1,875 |  | 1,875 | 104\% |
| 328 Insurance - Prop \& Liabil | 413 | 449 | 945 | 925 | 925 | 100\% | 1,050 |  | 1,050 | 114\% |
| 329 New Hire Screening |  |  | 23 |  | 0 | 0\% | 50 |  | 50 | *****\% |
| 330 Contract Labor |  |  | 75 |  | 5,000 | 0\% | 5,000 |  | 5,000 | 100\% |
| 331 Legal: SMEA - Professiona |  |  |  |  | 500 | 0\% | 250 |  | 250 | 50\% |
| 333 Legal: HR - Professional |  |  | 845 | 212 | 400 | 53\% | 400 |  | 400 | 100\% |
| 334 Maintenance Agreements | 186 | 113 | 381 | 222 | 700 | 32\% | 104 |  | 104 | 15\% |
| 335 Meals |  |  | 5 |  | 150 | 0\% | 150 |  | 150 | 100\% |
| 340 Meetings and Conferences |  |  |  | 30 | 350 | 9\% | 350 |  | 350 | 100\% |
| 345 Mileage Expense Reimburse | 52 | 63 | 52 | 4 | 150 | 3\% | 150 |  | 150 | 100\% |
| 348 Safety Equipment and Supp |  |  | 61 |  | 1,000 | 0\% | 1,000 |  | 1,000 | 100\% |
| 350 Repairs \& Maint - Compute | 178 | 173 | 122 | 5 | 150 | 3\% | 150 |  | 150 | 100\% |
| 351 Repairs \& Maint - Equip |  | 945 |  | 97 | 10,000 | 1\% | 10,000 |  | 10,000 | 100\% |
| 352 Repairs \& Maint - Structu |  |  | 72 |  | 500 | 0\% | 500 |  | 500 | 100\% |
| 353 Repairs \& Maint - Infrast |  | 4,075 | 4,259 | 4,510 | 12,500 | 36\% | 10,000 |  | 10,000 | 80\% |
| 354 Repairs \& Maint - Vehicle |  |  |  |  | 1,000 | 0\% | 1,000 |  | 1,000 | 100\% |
| 375 Internet Expenses |  |  |  |  | 200 | 0\% | 27 |  | 27 | 14\% |
| 376 Web Page - Upgrade/Maint | 72 | 48 | 48 | 48 | 48 | 100\% | 48 |  | 48 | 100\% |
| 380 Utilities - Alarm Service |  |  |  |  | 200 | 0\% | 36 |  | 36 | 18\% |
| 381 Utilities - Electric | 18,468 | 14,406 | 14,269 | 10,937 | 20,000 | 55\% | 20,000 |  | 20,000 | 100\% |
| 382 Utilities - Propane | 44 | 30 | 28 | 25 | 50 | 50\% | 50 |  | 50 | 100\% |
| 383 Utilities - Trash |  |  |  |  | 200 | 0\% | 63 |  | 63 | 32\% |
| 384 Utilities - Water/Sewer |  |  | 7,084 | 7,244 | 15,000 | 48\% | 15,100 |  | 15,100 | 101\% |
| 385 Dues and Subscriptions | 111 | 243 | 145 | 223 | 300 | 74\% | 1,348 |  | 1,348 | 449\% |


| $\begin{aligned} & 04 / 20 / 22 \\ & 06: 58: 51 \end{aligned}$ | SAN MIGUEL CSD <br> Expenditure Budget Report -- MultiYear Actuals For the Year: 2022 - 2023 |  |  |  |  |  |  | $\begin{aligned} & \text { Page: } 4 \text { of } 12 \\ & \text { Report ID: } 3240 \end{aligned}$ |  |  |
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| 30 STREET LIGHTING DEPARTMENT |  |  |  |  |  |  |  |  |  |  |
|  |  | Act |  |  | Current Budget | \% Exp. | Prelim. Budget | Budget Changes | Final Budget | \% Old Budget |
| Account Object | 18-19 | 19-20 | 20-21 | 21-22 | 21-22 | 21-22 | 22-23 | 22-23 | 22-23 | 22-23 |
| 386 Education and Training | 48 | 12 | 24 | 217 | 2,000 | 11\% | 2,000 |  | 2,000 | 100\% |
| 393 Advertising and Public No | 2 | 1 | 2 | 12 | 1,000 | 1\% | 500 |  | 500 | 50\% |
| 394 LAFCO Allocations | 176 | 339 | 247 | 1,211 | 1,211 | 100\% | 1,600 |  | 1,600 | 132\% |
| 395 Community Outreach |  |  |  | 12 | 50 | 24\% | 150 |  | 150 | 300\% |
| 410 Office Supplies | 8 | 22 | 184 | 47 | 500 | 9\% | 500 |  | 500 | 100\% |
| 432 Utility Rate Design Study |  |  |  |  | 0 | 0\% | 30,000 |  | 30,000 | *****\% |
| 465 Cell phones, Radios and P | 54 | 68 | 67 | 65 | 200 | 33\% | 59 |  | 59 | 30\% |
| 475 Computer Supplies \& Upgra | 59 | 18 |  | 32 | 1,000 | 3\% | 1,000 |  | 1,000 | 100\% |
| 485 Fuel Expense |  |  |  | 3 | 200 | 2\% | 200 |  | 200 | 100\% |
| 490 Small Tools \& Equipment |  |  | 1,301 | 1,551 | 5,000 | 31\% | 5,000 |  | 5,000 | 100\% |
| 495 Uniform Expense |  |  | 51 | 89 | 200 | 45\% | 52 |  | 52 | 26\% |
| 500 Capital Outlay |  |  | 9,065 |  | 0 | 0\% |  |  | 0 | 0\% |
| 581 WWTP Expansion |  |  | 1,841 |  | 10,000 | 0\% |  |  | 0 | 0\% |
| 582 WWTP Plant Maintenance |  |  | 33 |  | 5,000 | 0\% |  |  | 0 | 0\% |
| 715 Licenses, Permits and Fee | 2 |  |  |  | 100 | 0\% | 100 |  | 100 | 100\% |
| 900 District Strategic Plan |  |  |  | 507 | 700 | 72\% |  |  | 0 | 0\% |
| 940 Bank Service Charges | 1 |  |  | 1 | 15 | 7\% | 15 |  | 15 | 100\% |
| 949 Lease agreements |  |  |  |  | 0 | 0\% | 455 |  | 455 | ***** |
| 990 Retirement/Health Ins Lia | 114 |  |  |  | 0 | 0\% |  |  | 0 | 0\% |
| Account: | 39,198 | 37,761 | 60,629 | 44,985 | 130,145 | 35\% | 145,342 | 0 | 145,342 | 112\% |
| Fund: | 39,198 | 37,761 | 60,629 | 44,985 | 130,145 | 35\% | 145,342 | 0 | 145,342 | 112\% |





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 40 WASTEWATER DEPARTMENT 64000 Sanitary
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109 Stand－by Hours
110 Payroll Tax Expense
111 BOD Stipend
115 Payroll Expenses
120 Workers Compensation
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165 Payroll Tax－FUTA
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40 WASTEWATER DEPARTMENT

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$06: 58: 51$

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40 WASTEWATER DEPARTMENT
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972 Loan Interest Payment
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50 WATER DEPARTMENT
65000 Water
105 Salaries and Wages
109 Stand－by Hours
110 Payroll Tax Expense
111 BOD Stipend
115 Payroll Expenses
120 Workers Compensation
121 Physicals
135 Payroll Tax－FICA／SS
140 Payroll Tax－Medicare
155 Payroll Tax－SUI
160 Payroll Tax－ETT
165 Payroll Tax－FUTA
205 Insurance－Health
206 Insurance－CalPers Healt
210
Insurance－Dental
215 Insurance－Vision

| $\begin{aligned} & 04 / 20 / 22 \\ & 06: 58: 51 \end{aligned}$ | SAN MIGUEL CSD```Expenditure Budget Report -- MultiYear Actuals For the Year: 2022 - 2023``` |  |  |  |  |  |  | $\begin{array}{r} \text { Page: } 9 \text { of } 12 \\ \text { Report ID: B240 } \end{array}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 50 WATER DEPARTMENT |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Current | \% | Prelim. | Budget | Final | \% Old |
|  |  |  |  |  |  | Exp. | Budget | Changes | Budget |  |
| Account Object | 18-19 | 19-20 | 20-21 | 21-22 | 21-22 | 21-22 | 22-23 | 22-23 | 22-23 | 22-23 |
| 358 Testing \& Supplies - SLT | 5,026 | 4,395 | 4,414 | 4,363 | 6,000 | 73\% | 6,000 |  | 6,000 | 100\% |
| 359 Testing \& Supplies - Othe | 4,320 | 6,217 | 7,508 | 2,797 | 6,000 | 47\% | 6,000 |  | 6,000 | 100\% |
| 362 Cross-Connection Control | 943 | 692 | 1,244 | 660 | 1,000 | 66\% | 1,000 |  | 1,000 | 100\% |
| 374 CSD Utilities - Billing S |  |  |  | 2,704 | 3,500 | 77\% | 3,500 |  | 3,500 | 100\% |
| 375 Internet Expenses | 1,334 | 1,248 | 1,330 | 1,313 | 2,500 | 53\% | 1,187 |  | 1,187 | 47\% |
| 376 Web Page - Upgrade/Maint | 960 | 912 | 912 | 900 | 900 | 100\% | 768 |  | 768 | 85\% |
| 380 Utilities - Alarm Service | 648 | 636 | 648 | 570 | 800 | 71\% | 1,320 |  | 1,320 | 165\% |
| 381 Utilities - Electric | 41,377 | 37,192 | 43,917 | 33,251 | 45,452 | 73\% | 46,000 |  | 46,000 | 101\% |
| 382 Utilities - Propane | 583 | 566 | 540 | 471 | 750 | 63\% | 2,010 |  | 2,010 | 268\% |
| 383 Utilities - Trash | 632 | 624 | 624 | 522 | 800 | 65\% | 504 |  | 504 | 63\% |
| 384 Utilities - Water/Sewer |  |  | 75 | 152 | 500 | 30\% | 622 |  | 622 | 124\% |
| 385 Dues and Subscriptions | 3,227 | 3,024 | 3,358 | 4,279 | 4,500 | 95\% | 4,072 |  | 4,072 | 90\% |
| 386 Education and Training | 1,226 | 1,432 | 481 | 535 | 2,500 | 21\% | 5,000 |  | 5,000 | 200\% |
| 393 Advertising and Public No | 1,012 | 1,110 | 304 | 239 | 1,000 | 24\% | 1,000 |  | 1,000 | 100\% |
| 394 LAFCO Allocations | 2,340 | 2,036 | 1,483 | 1,211 | 1,211 | 100\% | 1,600 |  | 1,600 | 132\% |
| 395 Community Outreach |  |  |  | 417 | 1,200 | 35\% | 1,200 |  | 1,200 | 100\% |
| 396 Utilities - SoCal Gas |  |  |  |  | 3,000 | 0\% | 1,500 |  | 1,500 | 50\% |
| 410 Office Supplies | 676 | 577 | 937 | 728 | 2,000 | 36\% | 2,000 |  | 2,000 | 100\% |
| 415 Office Equipment | 756 |  |  |  | 0 | 0\% |  |  | 0 | $0 \%$ |
| 431 SLT Blending Line - CDBG | 7,971 |  |  |  | 0 | 0\% |  |  | 0 | 0\% |
| 432 Utility Rate Design Study |  |  | 1,755 |  | 0 | 0\% |  |  | 0 | 0\% |
| 459 SCADA - Maintenance Fees |  | 1,567 |  |  | 1,500 | 0\% | 1,500 |  | 1,500 | 100\% |
| 465 Cell phones, Radios and P | 604 | 1,461 | 1,510 | 1,259 | 1,500 | 84\% | 1,398 |  | 1,398 | 93\% |
| 475 Computer Supplies \& Upgra | 4,402 | 11,001 | 115 | 1,330 | 2,500 | 53\% | 2,500 |  | 2,500 | 100\% |
| 481 Chemicals- Well \#3 | 2,384 | 2,086 | 691 | 2,232 | 4,000 | 56\% | 4,000 |  | 4,000 | 100\% |
| 482 Chemicals- Well \#4 | 2,575 | 3,553 | 2,465 | 2,350 | 4,000 | 59\% | 4,000 |  | 4,000 | 100\% |
| 483 Chemicals- SLT Well | 794 | 1,277 | 2,314 | 1,039 | 2,000 | 52\% | 3,000 |  | 3,000 | 150\% |
| 485 Fuel Expense | 2,778 | 2,483 | 3,381 | 4,481 | 6,000 | 75\% | 6,000 |  | 6,000 | 100\% |
| 490 Small Tools \& Equipment | 1,722 | 5,344 | 3,176 | 3,642 | 6,000 | 61\% | 6,000 |  | 6,000 | 100\% |
| 495 Uniform Expense | 668 | 1,173 | 1,560 | 2,336 | 1,800 | 130\% | 1,248 |  | 1,248 | 69\% |
| 500 Capital Outlay |  |  | 514,047 | 23,853 | 23,853 | 100\% |  |  | 0 | 0\% |
| 517 Water Projects Well 4 |  |  |  | 12,114 | 12,114 | 100\% |  |  | 0 | 0\% |
| 520 Water Main Valves Replace |  |  | 2,688 |  | 10,000 | 0\% | 10,000 |  | 10,000 | 100\% |
| 525 Water Meter Replacement | 16,130 | 12,233 | 18,312 | 22,295 | 20,000 | 111\% |  |  | 0 | 0\% |
| 526 Development Meters |  | 14,696 | 6,630 |  | 15,000 | 0\% |  |  | 0 | 0\% |
| 535 Water Lines Repairs | 161 |  |  |  | 20,000 | 0\% | 20,000 |  | 20,000 | 100\% |
| 577 PROPOSITION 1 GRANT |  |  |  |  | 10,000 | 0\% |  |  | 0 | 0\% |
| 581 WWTP Expansion |  |  | 2,369 |  | 0 | 0\% |  |  | 0 | 0\% |
| 582 WWTP Plant Maintenance |  |  | 2,126 | 554 | 8,000 | 7\% |  |  | 0 | 0\% |
| 587 WWTF Final Design/Constru |  |  |  | 10 | 500 | 2\% |  |  | 0 | 0\% |
| 590 CALOES Resiliency Grant |  |  | 28,766 | 155,509 | 230,000 | 68\% |  |  | 0 | 0\% |
| 605 USDA Loan Payment |  |  |  |  | 20,000 | 0\% | 20,000 |  | 20,000 | 100\% |
| 715 Licenses, Permits and Fee | 7,475 | 3,501 | 4,956 | 6,256 | 6,500 | 96\% | 7,000 |  | 7,000 | 108\% |
| 805 Refundable Water/Sewer/Hy | 375 | -15 |  | 2 | 25 | 8\% | 100 |  | 100 | 400\% |
| 900 District Strategic Plan |  |  |  | 9,497 | 13,300 | 71\% |  |  | 0 | $0 \%$ |
| 908 Cash Over/Cash Short | 10 |  |  |  | 0 | 0\% |  |  | 0 | 0\% |
| 930 Interest Fees | 56,828 | 54,828 | 52,728 | 25,386 | 60,000 | 42\% | 60,000 |  | 60,000 | 100\% |
| 935 Depreciation Expense | 186,145 | 185,554 | 185,554 |  | 0 | 0\% |  |  | 0 | $0 \%$ |

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| $\begin{aligned} & 04 / 20 / 22 \\ & 06: 58: 51 \end{aligned}$ | SAN MIGUEL CSD <br> Expenditure Budget Report－－MultiYear Actuals For the Year： 2022 － 2023 |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 50 WATER DEPARTMENT |  |  |  |  |  |  |  |
|  |  | Actu | s |  | Current Budget | $\stackrel{\circ}{\circ} \mathrm{Exp} .$ | Prelim． <br> Budget |
| Account Object | 18－19 | 19－20 | 20－21 | 21－22 | 21－22 | 21－22 | 22－23 |
| 940 Bank Service Charges | 109 | 74 | 47 | 16 | 25 | 64\％ | 100 |
| 949 Lease agreements |  |  |  |  |  | 0\％ | 8，362 |
| 990 Retirement／Health Ins Lia | 1，516 |  |  |  | 0 | 0\％ |  |
| Account： | 1，097，887 | 898，572 | 1，501，143 | 743，258 | 1，227，770 | 61\％ | 920，119 |
| Fund： | 1，097，887 | 898，572 | 1，501，143 | 743，258 | 1，227，770 | 61\％ | 920，119 |















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60 SOLID WASTE DEPARTMENT

Account Object
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6600 SOLID WASTE
105 Salaries and Wages
110 Payroll Tax Expense
111 BoD Stipend
115 Payroll Expenses
120 Workers Compensation
121 Physicals
135 Payroll Tax - FICA/SS
140 Payroll Tax - Medicare
155 Payroll Tax - SUI
205 Insurance - Health
210 Insurance - Dental
215 Insurance - Vision
225 Retirement - PERS Expense
305 Operations \& Maintenance
310 Phone \& Fax Expense
315 Postage, Shipping \& Freig
319 Legal: P.R.A.s - Professi
320 Printing \& Reproduction
321 IT Services - Professiona
323 Auditor - Professional Sv
325

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20 FIRE PROTECTION DEPARTMENT

| Account Object Project | Prelim. <br> Budget | Budget Change | Final <br> Budget |
| :---: | :---: | :---: | :---: |
| 46012 Fire Transfers from Cap Reserve |  |  |  |
| 21005 Replacement computer hardware | 2,079 | 0 | 2,079 |
| 21006 Temporary Housing Unit | 33,577 | 0 | 33,577 |
| Account: | 35,656 | 0 | 35,656 |
| Total Project Revenue Budget: | 35,656 | 0 | 35,656 |
| 62000 Fire |  |  |  |
| 475 Computer Supplies \& Upgrades |  |  |  |
| 21005 Replacement computer hardware | 2,079 | 0 | 2,079 |
| Object: | 2,079 |  | 2,079 |
| 511 Fire- Temp Housing Unit |  |  |  |
| 21006 Temporary Housing Unit | $33,577$ | 0 | $33,577$ |
| Object: | $33,577$ |  | $33,577$ |
| Account: | 35,656 | 0 | 35,656 |
| Total Project Expenditure Budget: | 35,656 | 0 | 35,656 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

# 30 STREET LIGHTING DEPARTMENT 

| Account Object Project | Prelim. <br> Budget | Budget <br> Change | Final <br> Budget |
| :---: | :---: | :---: | :---: |
| 46013 Lighting Transfers from Cap Res | serve |  |  |
| 21005 Replacement computer hardware | 903 | 0 | 903 |
| Account: | 903 | 0 | 903 |
| Total Project Revenue Budget: | 903 | 0 | 903 |
| 63000 Lighting <br> 475 Computer Supplies \& Upgrades |  |  |  |
| 21005 Replacement computer hardware | $\begin{aligned} & 903 \\ & 903 \end{aligned}$ | 0 | $\begin{aligned} & 903 \\ & 903 \end{aligned}$ |
| Account: | 903 | 0 | 903 |
| Total Project Expenditure Budget: | 903 | 0 | 903 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

40 WASTEWATER DEPARTMENT


## 10340 Pac Premier Operational Reserve

21001 Mission Gardens Lift Station | 27,722 | 0 | 27,722 |  |
| ---: | ---: | ---: | ---: |
| Account: | 27,722 | 0 | 27,722 |

46014 Wastewater Transfers from Cap Reserve

| 21003 | WWTF Membrane Bio Reactor | 248,094 | 0 | 248,094 |
| :---: | :---: | :---: | :---: | :---: |
| 21004 | WWTF Headworks Equipment | 250,231 | 0 | 250,231 |
| 21005 | Replacement computer hardware | 10,009 | 0 | 10,009 |
|  | Account: | 508,334 | 0 | 508,334 |
|  | Total Project Revenue Budget: | 536,056 | 0 | 536,056 |
| 64000 Sanitary |  |  |  |  |
| 475 | Computer Supplies \& Upgrades |  |  |  |
| 21005 | Replacement computer hardware | 10,009 | 0 | 10,009 |
|  | Object: | 10,009 |  | 10,009 |
| 580 | MISSION GARDENS LIFT STATION |  |  |  |
| 21001 | Mission Gardens Lift Station | 27,722 | 0 | 27,722 |
|  | Object: | 27,722 |  | 27,722 |
| 950 | WWTF Exp MBR |  |  |  |
| 21003 | WWTF Membrane Bio Reactor | 248,094 | 0 | 248,094 |
|  | Object: | 248,094 |  | 248,094 |
| 951 | WWTF Exp Headworks Equipment |  |  |  |
| 21004 | WWTF Headworks Equipment | 250,231 | 0 | 250,231 |
|  | Object: | 250,231 |  | 250,231 |
|  | Account: | 536,056 | 0 | 536,056 |
| Total | 1 Project Expenditure Budget: | 536,056 | 0 | 536,056 |
| Revenue | Le Less Expenditures for Fund: | 0 | 0 | 0 |

50 WATER DEPARTMENT

| Account Object Project | Prelim. <br> Budget | Budget <br> Change | Final <br> Budget |
| :---: | :---: | :---: | :---: |
| 46015 Water Transfers from Cap Reserve |  |  |  |
| 21002 Water main flushing project | 20,000 | 0 | 20,000 |
| 21005 Replacement computer hardware | 10,106 | 0 | 10,106 |
| Account: | 30,106 | 0 | 30,106 |
| Total Project Revenue Budget: | 30,106 | 0 | 30,106 |
| 65000 Water |  |  |  |
| 475 Computer Supplies \& Upgrades |  |  |  |
| 21005 Replacement computer hardware | 10,106 | 0 | 10,106 |
| Object: | 10,106 |  | 10,106 |
| 518 Water Projects SLT Well |  |  |  |
| 21002 Water main flushing project | $20,000$ | 0 | $20,000$ |
| Object: | $20,000$ |  | $20,000$ |
| Account: | 30,106 | 0 | 30,106 |
| Total Project Expenditure Budget: | 30,106 | 0 | 30,106 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

60 SOLID WASTE DEPARTMENT

|  |  | Prelim. | Budget |
| :--- | :--- | :--- | :--- | | Final |
| :--- |
| Account Object Project |$\quad$ Budget $\quad$ Change $\quad$ Budget

46016 Solid Waste Transfers from Cap Reserve

| 21005 Replacement computer hardware | 903 | 0 | 903 |
| :---: | :---: | :---: | :---: |
| Account: | 903 | 0 | 903 |
| Total Project Revenue Budget: | 903 | 0 | 903 |
| 66000 SOLID WASTE |  |  |  |
| 475 Computer Supplies \& Upgrades |  |  |  |
| 21005 Replacement computer hardware | 903 | 0 | 903 |
| Object: | 903 |  | 903 |
| Account: | 903 | 0 | 903 |
| Total Project Expenditure Budget: | 903 | 0 | 903 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

20 FIRE PROTECTION DEPARTMENT

| Account Object Project | Prelim. <br> Budget | Budget Change | Final <br> Budget |
| :---: | :---: | :---: | :---: |
| 46012 Fire Transfers from Cap Reserve |  |  |  |
| 21006 Temporary Housing Unit | 33,577 | 0 | 33,577 |
| Account: | 33,577 | 0 | 33,577 |
| Total Project Revenue Budget: | 33,577 | 0 | 33,577 |
|  |  |  |  |
| 21006 Temporary Housing Unit | 33,577 | 0 | 33,577 |
| Object: | 33,577 |  | 33,577 |
| Account: | 33,577 | 0 | 33,577 |
| Total Project Expenditure Budget: | 33,577 | 0 | 33,577 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

For the Year: 2022-2023

30 STREET LIGHTING DEPARTMENT


10340 Pac Premier Operational Reserve

22005 Cost of Service Rate Study | 30,000 | 0 | 30,000 |  |
| ---: | ---: | ---: | ---: |
| Account: | 30,000 | 0 | 30,000 |

| 22001 Scissor Lift Replacement | 25,000 | 0 | 25,000 |
| :---: | :---: | :---: | :---: |
| 22003 Replacement Utility Truck | 4,000 | 0 | 4,000 |
| 22008 Temporary office | 1,500 | 0 | 1,500 |
| Account: | 30,500 | 0 | 30,500 |
| Total Project Revenue Budget: | 60,500 | 0 | 60,500 |
| 63000 Lighting |  |  |  |
| 432 Utility Rate Design Study |  |  |  |
| 22005 Cost of Service Rate Study | 30,000 | 0 | 30,000 |
| Object: | 30,000 |  | 30,000 |
| 500 Capital Outlay |  |  |  |
| 22001 Scissor Lift Replacement | 25,000 | 0 | 25,000 |
| 22003 Replacement Utility Truck | 4,000 | 0 | 4,000 |
| Object: | 29,000 |  | 29,000 |
| 949 Lease agreements |  |  |  |
| 22008 Temporary office | 1,500 | 0 | 1,500 |
| Object: | 1,500 |  | 1,500 |
| Account: | 60,500 | 0 | 60,500 |
| Total Project Expenditure Budget: | 60,500 | 0 | 60,500 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

40 WASTEWATER DEPARTMENT

|  |  | Prelim. | Budget |
| :--- | :--- | :--- | :--- | Final

46014 Wastewater Transfers from Cap Reserve

| 20001 | WWTF Final Design/ | 80,000 | 0 | 80,000 |
| :---: | :---: | :---: | :---: | :---: |
| 21003 | WWTF Membrane Bio Reactor | 248,094 | 0 | 248,094 |
| 21004 | WWTF Headworks Equipment | 250,231 | 0 | 250,231 |
| 22002 | Electric Vehicle for WWTF | 25,000 | 0 | 25,000 |
| 22003 | Replacement Utility Truck | 36,000 | 0 | 36,000 |
| 22004 | Replacement sewer video camera | 55,000 | 0 | 55,000 |
| 22005 | Cost of Service Rate Study | 30,000 | 0 | 30,000 |
| 22008 | Temporary office | 12,000 | 0 | 12,000 |
|  | Account: | 736,325 | 0 | 736,325 |
|  | Total Project Revenue Budget: | 736,325 | 0 | 736,325 |
| 64000 Sanitary |  |  |  |  |
| 22005 | Cost of Service Rate Study | 30,000 | 0 | 30,000 |
|  | Object: | 30,000 |  | 30,000 |
| 500 Capital Outlay |  |  |  |  |
| 22002 | Electric Vehicle for WWTF | 25,000 | 0 | 25,000 |
| 22003 | Replacement Utility Truck | 36,000 | 0 | 36,000 |
| 22004 | Replacement sewer video camera Object: | $\begin{array}{r} 55,000 \\ 116,000 \end{array}$ | 0 | $\begin{array}{r} 55,000 \\ 116,000 \end{array}$ |
| 587 | WWTF Final |  |  |  |
| 20001 | WWTF Final Design/ | 80,000 | 0 | 80,000 |
|  | Object: | 80,000 |  | 80,000 |
| 949 | Lease agreements |  |  |  |
| 22008 | Temporary office | 12,000 | 0 | 12,000 |
|  | Object: | 12,000 |  | 12,000 |
| 950 | WWTF Exp MBR |  |  |  |
| 21003 | WWTF Membrane Bio Reactor | 248,094 | 0 | 248,094 |
|  | Object: | 248,094 |  | 248,094 |
| 95121004 | WWTF Exp Headworks Equipment |  |  |  |
|  | WWTF Headworks Equipment | 250,231 | 0 | 250,231 |
|  | Object: | 250,231 |  | 250,231 |
|  | Account: | 736,325 | 0 | 736,325 |
| Total | 1 Project Expenditure Budget: | 736,325 | 0 | 736,325 |
| Revenue Less Expenditures for Fund: |  | 0 | 0 | 0 |

50 WATER DEPARTMENT

| Account | Object | Project | Prelim. <br> Budget | Budget Change | Final <br> Budget |
| :---: | :---: | :---: | :---: | :---: | :---: |

46015 Water Transfers from Cap Reserve

| 22003 Replacement Utility Truck | 36,000 | 0 | 36,000 |
| :---: | :---: | :---: | :---: |
| 22005 Cost of Service Rate Study | 30,000 | 0 | 30,000 |
| 22006 Annual water meter replacement | 20,000 | 0 | 20,000 |
| 22008 Temporary office | 12,000 | 0 | 12,000 |
| Account: | 98,000 | 0 | 98,000 |
| Total Project Revenue Budget: | 98,000 | 0 | 98,000 |
| 65000 Water <br> 432 Utility Rate Design Study |  |  |  |
| 22005 Cost of Service Rate Study | $\begin{aligned} & 30,000 \\ & 30,000 \end{aligned}$ | 0 | $\begin{aligned} & 30,000 \\ & 30,000 \end{aligned}$ |
| 500 Capital Outlay |  |  |  |
| 22003 Replacement Utility Truck | $\begin{aligned} & 36,000 \\ & 36,000 \end{aligned}$ | 0 | $\begin{aligned} & 36,000 \\ & 36,000 \end{aligned}$ |
| 525 Water Meter Replacement |  |  |  |
| 22006 Annual water meter replacement Object: | $\begin{aligned} & 20,000 \\ & 20,000 \end{aligned}$ | 0 | $\begin{aligned} & 20,000 \\ & 20,000 \end{aligned}$ |
| 949 Lease agreements |  |  |  |
| 22008 Temporary office | 12,000 | 0 | 12,000 |
| Object: | 12,000 |  | 12,000 |
| Account: | 98,000 | 0 | 98,000 |
| Total Project Expenditure Budget: | 98,000 | 0 | 98,000 |
| Revenue Less Expenditures for Fund: | 0 | 0 | 0 |

60 SOLID WASTE DEPARTMENT

| Account Object Project | Prelim. <br> Budget | Budget <br> Change | Final <br> Budget |
| :---: | :---: | :---: | :---: |

10340 Pac Premier Operational Reserve

22005 Cost of Service Rate Study | 20,000 | 0 | 20,000 |  |
| ---: | ---: | ---: | ---: |
| Account: | 20,000 | 0 | 20,000 |

## 46016 Solid Waste Transfers from Cap Reserve



San Miguel Community Services District

# Board of Directors Staff Report 

## April 28 ${ }^{\text {th }} 2022$

AGENDA ITEM: XI-5
SUBJECT: Discuss and authorize the Director of Utilities to release an RFP for a Cost-ofService Rate Study for Streetlighting and Landscaping, Wastewater, Water, and Solid Waste.

## RECOMMENDATION:

Thru consensus, authorize the Director of Utilities to release an RFP for a Cost-of-Service Rate Study.

The current Rate Study was completed in 2018 by Bartle Wells and Associates and took effect August of 2018. This study established rates for a five fiscal year period, of which the final year is 2022-2023.

Based on discussions at the February and March Board meetings staff has prepared the attached RFP for circulation. This RFP is for a Cost-of-Service rate study for the Streetlighting and Landscaping, Wastewater, Water, and Solid Waste departments.

The selected firm will be responsible for preparing rates and a rate structure to ensure that these departments have adequate funding for the next 5 years while complying with all applicable laws and regulations.

If approved for release, this RFP will be due May $27^{\text {th }} 2022$ and will be scheduled for Board review at the Regular Board meeting in June.

## FISCAL IMPACT

If authorized there will be minimal cost in advertising for qualified persons or firms to the Cost-of-Service Rate Study.

PREPARED BY: Kelly Dodds, Director of Utilities
Attachment: Cost of Service Rate Study RFP


## REQUEST FOR PROPOSALS

COST OF SERVICE AND UTILITY RATE DESIGN STUDY<br>Issue Date:<br>April 28, 2022<br>Proposal Due Date and Time:<br>FRIDAY, May $27^{\text {th }}, 2022$ 12:00 pm (Pacific time)

## Mailing Address:

PO BOX 180
San Miguel CA 93451

## Delivery Address:

1150 Mission Street
San Miguel CA 93451

## Contact:

Kelly Dodds, Director of Utilities Kelly.dodds@sanmiguelcsd.org phone: 805-467-3388 / fax: 805-467-9212

## INTRODUCTION

SMCSD is requesting proposals from qualified consultants to conduct comprehensive Street lighting/ landscaping, wastewater, water, and solid waste cost-of-service rate study, study of connection fees and adoption of new cost of service and rates and connection fees. The intent of the study is to independently assess and evaluate existing Streetlighting and Landscaping, Wastewater, Water, and Solid Waste costs and rates. The broad objective of the study is to adequately fund each utility's operations and maintenance ( $O \& M$ ), debt service, capital costs, provide adequate reserve levels for operating cash flow, capital replacement, bond requirements, and unforeseen events while following legislative directives and minimizing current, and future rates to the greatest degree possible.

The study will be based on a comprehensive review of the District's Departmental Funds, budgets and audits, Capital Improvement Program (CIP), Comprehensive Water System Plan, Water Management Plan, customer classes, current usage data, and future planned growth, current legislation and any other information deemed necessary. The results of this study will provide the foundation for rates for a five (5) year period.

The proposed study, once approved, will become effective July $16^{\text {th }}, 2023$ and the approved annual increases would be effective in July $16^{\text {th }}$ of each subsequent year for the five-year term.

## ABOUT THE DISTRICT

The District covers an area of approximately 5.8 square miles and is located approximately 7 miles north of the City of Paso Robles and approximately 3 miles south of the San Luis Obispo County/ Monterey County line, on the east side of Highway 101.

The San Miguel Community Services District was formed in 2000 combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District, and San Miguel Lighting Districts.

The District currently provides Fire Services, Street Lighting and Landscaping, Wastewater collection and treatment, Potable water production and distribution, and Solid Waste Services. The District is governed by a Board of five Directors and has a General Manager, Director of Utilities and three administrative personnel, three Utilities Personnel, a Fire Chief, Assistant Fire Chief, and up to 20 paid-on-call firefighters. Most operating funds for the District come from user fees and property tax, the FY 2021-22 operating budget is $\$ 3,051,086$ which includes approximately $\$ 360,000$ in ongoing project costs. The proposed FY2022-23 operating budget is $\$ 2,745,821$ with an additional $\$ 933,325$ in project costs.

## DEPARTMENT OVERVIEW

## District Water System

The District's water system and supply is from three (3) operating groundwater wells that serve the entire population of the District. The water is stored in two (2) separate tank reservoirs that distribute drinking water to approximately 909 water connections within the District, except for fire lines all water services are metered and billed in hundred cubic feet.

The current water rate structure consists of a base rate including five (5) units and a three (3) tier system for usage beyond the 5units usage included in the base rate.
All water services are billed on the $15^{\text {th }}$ of each month in conjunction with the wastewater billing. The District is also Groundwater Sustainability Agency, an assessment will need to be made on the costs of this agency and what the associated cost is to the community.

## District Wastewater System

The Districts serves approximately 809 customers and operates and maintains a sewer collection system throughout the west side of the District as well as a .2 MGD wastewater treatment facility. The current wastewater rate structure consists of a flat rate for residential customers and a flat rate with a usage charge for commercial customers.
There is also one surcharge area encompassing 60 homes for the operation and maintenance of a sewer lift station.
All wastewater services are billed on the $15^{\text {th }}$ of each month in conjunction with the water billing. The District is currently in the process of expanding and upgrading the existing Wastewater Treatment Facility to a . 325 MGD facility with expansion capability to .5 MGD. Part of this expansion is to provide recycled water for sale, this will need to be examined and included in this rate study.
The District is seeking grants and loans to build the WWTF expansion, the loan payments will need to be factored into the overall rate scheme for wastewater.

## District lighting and landscaping

The District contracts with Pacific Gas and Electric (PG\&E) to maintain most streetlights throughout the District. The District operates and maintains 24 decorative lights along mission street, as well as maintains the landscaping in the downtown corridor. All current funding for the lighting and landscaping department is derived from property tax.
This rate study should review the existing revenue and make a recommendation on the cost of service to facilitate this department's needs.

## District solid waste management

The District maintains a franchise agreement with San Miguel Garbage Company/ Rolloff to service the District for solid waste management. Over the past several years, and over the next few years, the state implemented additional requirements of solid waste agencies which will increase overall operating and management costs. The overall operational costs need to be assessed in relation to the existing rates collected by the franchisee. It is anticipated that additional fees will be required to facilitate additional personnel or to offset additional fees imposed by the IWMA.

## INFORMATION TO BE PROVIDED BY THE DISTRICT

Available for review by potential firms, the following is located on the District website. http://www.sanmiguelcsd.org.

- 2018 Cost of Service rate study
- Recent Financial Audit(s)
- Past Board agendas and meeting minutes

Upon request by the successful firm, District staff will provide the firm with all reasonably available and relevant, information it has pertaining to the District and its operations, the existing documentation of policies and procedures, and related documents.
Some available information includes:

- Financial reports, audits, budgets, studies. This information is available in the form of prepared reports from our accounting software and reports from the District's Auditor other consultants.
- Water production data, Wastewater influent data
- Billing data for costs, usage, number of accounts. This information is available as reports from our billing software. It may be necessary for the consultant to reorganize the data to conform to their system.
- Approved master plans, strategic plans, and capital improvement plans.
- Information regarding current staffing and future staffing needs will be available.

Unless otherwise agreed to in advance, the consultant will be responsible for consolidating or otherwise modifying available data from its form and format as available by the Districts billing software.

## PROPOSAL SUBMITTAL

## TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST PROPOSALS IN THIS SECTION. 7 copies of the technical proposal should be packaged separately from the Cost Proposal. After the proposal deadline a complete technical proposal may be requested by the District via email.

## PROPOSALS WILL NOT BE OPENED PUBLICLY

- Approach to the Project: Include a cover letter summarizing the proposal. Describe your approach to this project and any special ideas, techniques, or suggestions that you think might make the project proceed smoothly. Scope of work (a description of the work program including a description of deliverables, activities, and timelines) should also be included.
- Experience: Description of recent projects of a similar nature including five (5) client references with names and telephone numbers and for any subcontractors.
- Qualifications: Describe your staff's unique qualifications and training for this type of work. The names, title, and qualifications of the proposed project manager and support staff and subcontractors, who will be conducting this work assignment, including their experience and projects in which they had "hands-on" responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organizational structure of staff members and sub-consultants (if any).
- Outline: Provide an outline of the proposed plan.
- Schedule: The following is a tentative schedule, provide a timeline that provides an overall schedule including any milestones and potential public meetings.
- Proposal Submission deadline May $27^{\text {th }}, 2022$
- District staff will review all proposals and determine finalist(s) after May $27^{\text {th }}$ ,2022
- District Board of Directors will interview selected final candidates. Tentatively July 2022. If a firm declines to be interviewed by the Board they may be disqualified.
- Award of contract by District Board is tentatively scheduled for the July Board Meeting with the execution of contract agreement in the week following the contract award.
- Work begins tentatively August 2022
- It is anticipated that all necessary work will be completed between August 2022 and January 2023 to allow for necessary board approvals and proposition 218 requirements to be met between February 2023 and May 2023.
- Adoption of the final report upon approval of District Board of Directors May 2023
- Required meeting attendance:
- The firm will need to provide a schedule of proposed meetings to facilitate the above dates.
- As many staff-level meetings as necessary (may be virtual)
- Minimum of 4 public workshops in evenings or on weekends as determined by the District. (pending health department guidance these will be in-person meetings)
- Minimum of 4 board meetings to occur as predetermined meeting dates. (pending health department guidance these will be in-person meetings)

Submit a proposed work schedule based on the firm's ability to complete the project. The District will make the final determination of the time schedule based on coordination with the awarded firm. However, the adoption date is firm, and must be met.

## COST PROPOSAL

## DO NOT INCLUDE ANY TECHNICAL PROPOSALS IN THIS SECTION.

$\mathbf{3}$ copies of the cost proposal should be packaged separately from the technical Proposal.
After the proposal deadline a complete cost proposal may be requested by the District via email.

## PROPOSALS WILL NOT BE OPENED PUBLICLY

Project Budget: A description of the project budget itemized according to individual tasks. The consultant shall present a specific "not to exceed" fixed fee including associated fees (i.e. printing costs, attendance at meetings, travel, clerical support, overhead costs, mileage, parking and other miscellaneous items). A requested payment schedule should accompany the work schedule. Each phase of work should have an itemized budget including labor costs and expenses for each piece of work. The proposal should include staff hourly rates.

The project budget should clearly define the separate cost to perform the rate assessment for each separate department.

The Board of Directors, at their discretion, may elect not to perform a rate assessment on one or more of the proposed departments.

Consultant's billing rate schedule: A copy of the Consultant's hourly rate schedule and a written statement that said the hourly rate schedule is part of the Consultant's quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.

## AGREEMENT

Proposals should include the information requested below:

1. The District will provide a copy of the Agreement for Professional Services prior to consideration of contract award by the Board of Directors. At that time, the District will require your review of this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the agreement.
2. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's quote.
3. A statement that this RFP and the Consultant's proposal will jointly become the Scope for Professional Consultant Services for this project. A purchase order will be issued upon acceptance of the quote.
4. A statement that the services to be provided, and fees therein, will be in accordance with the District's RFP except as otherwise specified in the Consultant's quote under the heading "Exceptions to the District's Request for Proposals."
5. A single and separate section with the heading "Exceptions to the District's Request for Proposals" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's proposal is contingent and which shall take precedent over this RFP.
6. A written statement by the Consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
7. A written statement by the Consultant shall allow all authorized federal, state, county, and SMCSD officials access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.
8. Proposers will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity clause) as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CRF, Part 60), California Labor Code 1410, et seq., California Labor Code 1777.6, and implementing regulations concerning equal opportunity for Apprentices.

A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin should be included.
9. The Proposer agrees to abide by the requirements under Section 1773 of the Labor Code of the State of California for general prevailing wages, where it is applicable. Include a written statement that the Consultant shall comply with the California Labor Code. Pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.
10. A written statement that the Consultant shall comply with the Copeland Anti-Kickback Act ( 18 USC 874 C ) and the implementation regulation ( 29 CFR 3 ) issued pursuant thereto, and any amendments thereof.
11. Evidence of Insurance must be received prior to agreement implementation.
a. Insurance Requirements - Proposer shall provide and maintain insurance, acceptable to District's General Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performances of the work hereunder by the Proposer, its agents, representatives or employees. Insurance is to be placed with a current A.M. Best's rating of no less than A: VII. Proposer shall provide the following scope and limits of insurance as stated in the attached Professional Services Agreement.
b. Other Provisions - Insurance policies required by this Agreement shall contain the following provisions:
(1) All Policies: Each insurance policy required by this paragraph shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or limits except after 30 days prior written notice by Certified mail, return receipt requested, has been given to the District
(2) General Liability and Automobile Liability Coverages:
(a) District, its officers, officials, and employees and volunteers are to be covered as additional insured as respects: liability arising out of activities Proposer performs, products and completed operations of Proposers; and premises owned, leased or hired or borrowed by Proposer. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, or employees.
(b) Proposer's insurance coverage shall be primary insurance as respects to District, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, Proposer's insurance.
(c) Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
(d) Any failure to comply with the reporting or other provisions of the policies including the breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.
(3) Worker's Compensation and Employer's Liability Coverage - Unless the General Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and agents for losses arising from work performed by Consultant for District.
a. Other Requirements - Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District General Counsel may require the Proposer furnish the District with copies of original endorsements affecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to inspect complete, certified copies of all required copies of all required insurance policies at any time.
(1) Proposer shall furnish certificates and endorsements from each subcontractor identical to those Proposer provides.
(2) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officer, officials, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
(3) The procuring of such required policy or policies of insurance shall not be construed to limit Proposer's liability hereunder to fulfill the indemnification provisions and requirements of this Agreement.
12. The Proposer may utilize the services of specialty Subcontractors/consultants on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors/consultants. Unless the Proposer lists specific Subcontractors/consultants, the Proposer is representing to District that Proposer has all appropriate licenses, certifications, and registrations to perform the work hereunder. After submission of his/her proposal, the Proposer shall not award Work to any unlisted Subcontractors/consultants without the prior written approval of the District. The Proposer shall be fully responsible to the District for the performance of his/her Subcontractors/consultants, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relationship between any Subcontractors/consultants and the District. The services provided by a subcontractor/consultant may not exceed $49 \%$ of the work of the total contract.

## REQUESTS FOR INFORMATION (RFI)

- Will be accepted until May $13^{\text {th }} 2022$
- Must be sent via email to kelly.dodds@sanmiguelcsd.org
- No RFIs will be responded to which are not received, or initiated, via email.
- It is the requesters responsibility to confirm receipt of RFI requests.


## DEADLINE FOR SUBMISSION OF PROPOSALS

All proposals received after the deadline will be rejected.

1. Interested firms should submit proposals by 12:00 P.M. (Noon) May $27^{\text {th }}, 2022$ to:

San Miguel Community Services District
c/o Director of Utilities
P.O. Box 180

1150 Mission Street
San Miguel, California 93451.
2. Technical Proposals should be sealed and marked:
"Technical Proposal - Cost of Service and Rate Design Study - San Miguel Community Services District"
3. Cost Proposals should be sealed and marked:

## "Cost Proposal - Cost of Service and Rate Design Rate Study - San Miguel Community Services District"

## EVALUATION CRITERIA

The District will evaluate the information submitted. The evaluation will consider the following criteria when reviewing your proposal.

1. Approach to the work including task breakdown and staffing, thirty percent ( $30 \%$ ).
2. Qualifications, experience, and technical competence of your firm and key people on similar projects of equal complexity, thirty percent ( $30 \%$ ).
3. Technical approach and methodology to accomplish the tasks identified in the Scope of Work. Discussion of ways how to maximize its services to the District, as well as potential constraints, problems, and issues that may be anticipated during the performance of services and suggested approaches to resolving these matters. Also, project schedule and timeline by task showing key deliverables, thirty-five percent (35\%).
4. Reports of references, and the willingness to agree to all terms of the Professional Services Agreement, five percent (5\%).

The San Miguel Community Services District reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.

## Attachment "A"

## Scope of Services

The Scope of Services involves all necessary analyses and documentation to perform the study of the District's utility rates, connection fees and recommendation of a five-year (5-year) rate schedule for each utility. In general, the scope of work shall involve the following:

1. Review Background Information: for each system (street lighting, water, wastewater, solid waste), review key background information including, but not limited to:
a. Regulatory requirements, bond covenants, and other contractual requirements and operations;
b. Historical revenues, operating expenses, debt service requirements, reserve policies (i.e., working capital and renewal and replacement), billing and collection procedures, approved rates and charges, customer information, and usage data;
c. Source(s) of supply, current system facilities, and the proposed capital improvement plan;
d. The District's projected revenues, operating expenses, debt service, and other funding requirements; and
e. Other pertinent data, as necessary.
2. Project operating results reflect only previously approved rate increases.
3. Comment as to the extent to which the projected revenues meet projected operating and capital needs to satisfy bond covenants and required and/or recommended reserve levels.
4. Project rate increases, and recommended structure needed to meet operating requirements, capital improvements, regulatory obligations, and reserve funding levels assuming no additional obligations.
5. Propose a methodology for annual inflationary adjustments in compliance with Proposition 218.
6. Identify various scenarios for additional debt and alternative rate design structures. The alternatives should consider the utility's fiscal health as well as ratepayer impacts. Additional debt scenarios will be developed in conjunction with the District.
7. For each debt or rate scenario, assess the sensitivity of the projected results to changes in certain key variables.
8. Attend meetings and conference calls with staff and consultants as needed. Present results to the Board of Directors at a public workshop and meetings.
9. Report (s): The consultant shall prepare a draft and a final report which include the following:
a. A brief description of each system, including facilities, street lighting system, plant capacity, etc.;
b. Source(s) of supply (including a description of water rights/entitlements including the status of District's assertion to water rights); historical and projected net sustainable yield and statement of the consultant's opinion as to the expected sufficiency to meet demand;
c. Service area description, including population;
d. Overview of financial operations over the last five years, including factors attributable to the rate covenant shortfall and corrective recommendations;
e. A description of the capital improvement program, including State and Federal regulatory requirements, a 5 -year summary of proposed capital expenditures and a statement regarding the sufficiency of improvements to meet operating needs and regulatory requirements and reasonableness of the cost estimates;
f. The comprehensive revenue, expense projection described above;
g. The rate comparison described above.
10. The consultant will provide guidance and advice to District staff to assure compliance with the Proposition 218 process as it applies to Streetlighting and Landscaping, wastewater, water, and solid waste services. The consultant will include, as an option, the preparation and completion of the Proposition 218 process as a service to the District. It is the intent of the District to complete and adopt, if at all, the Street Lighting, Wastewater, Water, solid waste rates consecutively at the conclusion of the Proposition 218 process at a public hearing.
11. An initial report outlining the borrowing/no borrowing scenarios will be necessary. If the District determines it is advantageous to issue additional debt, then a final report will be necessary for the bond sale. The report will be used by the District, its financial advisor, disclosure counsel in connection with the issuance of the additional debt and may also be reviewed by rating agencies, bond insurers, and prospective purchasers. The report may be included, in whole or in part, and/or maybe referenced in the official statement for such bonds.
12. Certifications, Opinions, and Consents: If an additional debt is issued, then the consultant will be required to provide certificates or opinions in an acceptable form to bond counsel necessary to meet additional bonds tests under financing documents. The consultant may also be required to consent to the use of or reference to the report in the official statement and to certify that the consultant has read such references and that there are no material omissions.
13. The consultant shall present information at briefing meetings with District staff at critical points in the preparation process. In addition, upon completion of the draft report, the consultant shall be prepared, if requested, to present the study to the District Board of Directors, and the residents in a public format. The presentation capabilities and public involvement processes proposed by the consultant is a key factor in determining the successful proposals for the study.
14. The benefits of any proposed modifications shall be weighed against the financial impacts on ratepayers. Analyze the proposed rates for customer impacts and develop alternate rates modeled to address financial impacts on ratepayers. The analysis is to include:
a. Preparation of typical bill comparisons for each proposed rate structure for representative customer classes using the current rate schedules as a baseline
b. Compare customer class and proposed rate structures with neighboring street lighting, water, and wastewater agencies.
c. Conduct a rate study for water and sewer services provided by the District. The "BaseExtra Capacity" methodology, as described in detail in "Water Rates" -- AWWA Manual No. M1 is a preferred means for evaluating costs. Costs must be projected based on District-supplied financial projections, engineering records and use records.

Costs shall be allocated for basic service, extra capacity, fire protection and per customer services. These costs were allocated to customer classes based on use characteristics of each customer class. Total costs shall also be allocated so that fees or charges collected match total expected costs for the next three-five years.
15. The rate design shall continue to encourage conservation for all customer classes, provide funding for conservation programs while ensuring the ability of the utilities to meet fixed and variable cost obligations.
16. Provide a user-friendly model prepared in Microsoft Excel reflecting the rate designs proposed such that District staff can track actual results against the predicted results from the study. The model will be the property of the District and may be used by the District for any purpose.
17. The successful consultant must be prepared throughout the analysis to:
a. Adjust its scope of services to account for possible changes in rate structures acceptable to the District; and
b. Adjust its methodology to account for local conditions.
18. The District is interested in exploring alternative rate structures such as a budget-based rate structure, if feasible to consider. The consultant should be able to provide information and recommendations regarding alternative rate structure proposals.

## Format for Response to Request for Proposal (RFP)

Firms that are interested in providing a proposal should email
kelly.dodds@sanmiguelcsd.org expressing that they are interested in providing a proposal for this RFP and wish to receive additional clarification and addendums regarding this RFP.

District Administration office will provide any clarifications and addendums to this RFP directly to all consultants who have completed this form in addition to publishing them on the District's website at: www.sanmiguelcsd.org.

The response to the RFP must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use $81 / 2$ " $\times 11$ " sheets (foldouts are acceptable for charts, etc.), and font size must be no smaller than 12 point).

Please deliver the RFP in a sealed envelope, labeled as shown below in Item 1.
US Mail or Hand delivery, FedEx, UPS, etc.:
San Miguel Community Services District
Attn: Kelly Dodds Director of Utilities
Po Box 180/ 1150 Mission Street
San Miguel, CA 93451
Kelly Dodds, Director of Utilities will serve as the District's prime contact for the rate study during the proposal process. The District prefers that any questions, inquiries, and matters of coordination regarding the required services be submitted by e-mail to the contact listed below:
kelly.dodds@sanmiguelcsd.org
Phone: (805) 467-3388
2. Proposals in the form of telegrams, telephone calls, facsimiles, e-mails, or telexes will not be accepted. Late proposals will be rejected. A proposal is considered late if it has not been received by the District Administrative office by the due date and time listed above.
3. Delivery of the hard copy proposal by the due date at $12: 00$ p.m (noon). will constitute acceptable delivery. Proposers should be prepared to provide an electronic copy of their complete submittal at the Districts request. The delivery of the requested electronic copy via e-mail to the District's contacts will not invalidate the successful delivery of the response to the RFP, as long as the hard copy is received by the date and time specified.
4. Mandatory Content and Sequence of Submittals:
a. Cover Letter

Section 1 shall be a maximum two-page "Cover Letter" and introduction and shall include the name and address of the organization submitting the proposal, together with the signature, name, title, address, telephone, and fax numbers, and e-mail address of the contact person(s) empowered to bind the firm and to make representation for the organization. This cover letter should also state the firm's acceptance of the District's Contract for Professional Services agreement format prior to the Board's review and consideration of awarding a contract for these services.
b. Table of Contents

Section 2 shall be a detailed "Table of Contents" and shall include an outline of the submittal, identified by sequential page number and by section reference number and section title as described herein.
c. Consultant Qualifications

Section 3 shall be entitled "Consultant Qualifications" and shall include a description of the consultant firm's resources, experiences, and capabilities as they relate to appropriate District utility rate studies, as well as resumes of the staff to be assigned to this project. Submit in the order identified below:

Background and experience. In this section, describe your firm's background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFP.
Consultants. Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in preparing these District utility rate studies.
Scheduling. Delineate the schedule you propose for each of the District utility rate studies. Cost Control. Describe how your firm ensures that the project contract amount is not exceeded.
d. Description of Analysis

Section 4 shall be entitled "Description of Analysis" and will describe the methodology that you will utilize to provide the analysis requested in this RFP, taking care to account for the possible changes in scope and methodology mentioned in the last paragraph under Scope of Services, above.
e. Work Plan and Schedule

Section 5 shall be entitled "Work Plan" and will outline how the consultant's team intends to prepare and complete the District utility rate studies. Consultant's team shall provide an electronic database containing information needed to provide notice to property owners within the District. For each parcel within the District the database, contains the assessor's parcel number (APN), owner's name and mailing address, parcel address, and a list of services provided by the District to the parcel.

## f. Price Estimate

Section 6 shall be entitled "Price Estimate" and shall provide a breakdown of costs by hour, and by task contained in the Work Plan in Section 5. Provide a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone, etc. The only reimbursable cost will be the printing and binding of the final report of the rate studies.

The District reserves the right to negotiate the scope of work, overall price estimates and hourly rates prior to entering into a contract with the selected firm.

## g. Experience Summary

Section 7 shall be entitled "Experience Summary" and shall briefly describe knowledge and experience in conducting District utility rate studies for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

## h. Additional Data

Section 8 shall be entitled "Additional Data" and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to the information contained in Sections 1 thru 7. If there is no additional data, this section will consist of the statement, "We wish to present no additional data." This section shall be limited to two pages.

## GENERAL CONDITIONS

- Preference will be given to Firms with offices within 150 miles of the District, proposer shall indicate where the office that would service this contract is located.
- The proposing firm must not be disbarred by the DIR or SAMs.
- The District shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost.
- Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and/or all proposals. The District expressly reserves the right to postpone the submittal opening for its convenience and to reject any and all submittals responding to this RFP.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments, additions, or alternates shall be accepted after the submission date and time.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All work performed for the SMCSD, including all documents and computer software files associated with the project, will become the exclusive property of the District. The proposals must indicate if the consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District. All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et . seq., are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments


## REQUESTS FOR INFORMATION (RFI)

- Will be accepted until May $13^{\text {th }} 2022$
- Must be sent via email to kelly.dodds@sanmiguelcsd.org
- No RFIs will be responded to which are not received, or initiated, via email.
- It is the requesters responsibility to confirm receipt of RFI request.


## PROPOSAL MUST BE SUBMITTED TO THE DISTRICT OFFICE IN A SEALED ENVELOPE AT THE ADDRESS BELOW BY: 12:00 p.m. (noon) on Friday, May 27 ${ }^{\text {th }}$, $\underline{2022}$

## SUBMIT PROPOSALS TO:

San Miguel Community Services District<br>Attn: Kelly Dodds, Director of Utilities<br>PO Box 180/ 1150 Mission Street<br>San Miguel, CA 93451<br>DO NOT OPEN SEALED RATE STUDY PROPOSAL

Inquiries concerning this RFP should be addressed in writing by email to: Kelly Dodds, Director of Utilities at kelly.dodds@sanmiguelcsd.org

## PROPOSAL TERMS AND CONDITIONS

The District will not pay any costs incurred by the firm in preparing or submitting the proposal. The District reserves the right to modify or cancel, in part or in its entirety, this RFP. The District reserves the right to reject any or all proposals, to waive defects, irregularities, or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of an offer to contract.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals and of the District's standards terms and conditions for professional services, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

## RIGHT OF REFUSAL

The District reserves the right to reject any and all proposals without cause. Proposals will be evaluated in their entirety. The District reserves the right to negotiate specific requirements and costs using the selected proposal as a basis.

## SELECTION PROCEDURES

Written proposals submitted by the deadline will be evaluated based upon qualifications, experience, ability to perform, and understanding of specific services to be provided in accordance with Government Code sections 50950 and 50951, as well as 40 U.S.C. §§ 1101 et seq. Cost of services shall be provided in a separate, sealed envelope. The full board and District staff will receive copies of proposals.

In reviewing the proposals for ranking, the District will carefully weigh the following:

- The firm's approach to and understanding of the Scope of Work;
- The firm's experience with similar contracts and clients;
- The experience and qualifications of the proposed staff in providing similar services;
- The firm's demonstrated ability to deliver work on time and within budget:
- The extent of involvement by key personnel;
- The extent to which previous clients have found the firm's services acceptable;
- Previous District experience with the proposing firm, if any;
- Communication skills;
- Other qualifications/criteria as deemed appropriate.

The firms will be ranked and the firms notified. Cost of services shall be considered pursuant to 40 U.S.C. §§ 1101 et seq. The RFPs will be presented to the District Board of Directors for consideration at its April 2022 Regular meeting or later. If the Board desires, it is anticipated that consulting firm staff, as proposed by the selected firms, after notification by the District, will make themselves available for questions at the April 2022 District Board Meeting (or at a special meeting to be set by the Board at the April 2022 meeting).

# San Miguel Community Services District 

# Board of Directors <br> Staff Report 

April 28, 2022
AGENDA ITEM: XI-6
SUBJECT: Consider Extension of Employment Agreement with Interim General Manager/Fire Chief Rob Roberson.

[^4]
## DISCUSSION:

In July of 2021, the Board of Directors of the San Miguel CSD ("Board"), approved a one-year employment agreement ("Agreement") with Interim General Manager/Fire Chief Rob Roberson. In the agreement, the parties entered into a mutual option to extend the Agreement for one additional year.

During closed session in the March 2022 Board meeting, the Board directed Staff to notify Roberson of its intent to exercise the option. Roberson was provided a written notice of the Board's intent.
An extension of the Agreement, if approved by the Board, would allow Roberson to continue to work as the Interim General Manager/Fire Chief for an additional year, which would mean he would be employed through June 30, 2023.

## OPTIONS FOR THE BOARD:

1. The Board can extend the employment agreement.
2. The Board can elect not to extend the agreement, and begin recruitment efforts for a new General Manager and Fire Chief.

FISCAL IMPACT: Roberson's salary has already been budgeted for through the end of the fiscal year. An extension would require the District to continue to budget for his salary through June of 2023.

Attachments: Resolution to Extend Employment Agreement for One Year.

## prepared by: Erin $\mathcal{M}$. Deruin

Erin M. Dervin Deputy General Counsel

RESOLUTION NO. 2022-23
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A ONE-YEAR EXTENSION OF THE CURRENT EMPLOYMENT AGREEMENT FOR INTERIM GENERAL MANAGER/FIRE CHIEF ROBERT ROBERSON AND AUTHORIZING THE BOARD PRESIDENT TO EXECUTE AND ENTER INTO THE EXTENSION ON BEHALF OF THE DISTRICT

WHEREAS, Robert Roberson has been the Interim General Manager and Fire Chief of the San Miguel Community Services District ("District") since 2018; and

WHEREAS, the District Board of Directors has evaluated Roberson's performance in his position as Interim General Manager and Fire Chief and desires for him to continue in both of those roles; and

WHEREAS, District and Roberson mutually agree that Roberson's employment as the Interim General Manager and Fire Chief should be extended for one year pursuant to Section 3.5 of the Employment Agreement which was executed between the parties in July of 2021;

WHEREAS, the Interim General Manager Agreement and Fire Chief Agreement details the terms and conditions of his continued employment as Interim General Manager/Fire Chief; and

WHEREAS, Exhibits A and B detail the job duty statements for the District General Manager and Fire Chief, respectively; and

WHEREAS, the Board of Directors seeks to approve the extension of the Employment Agreement.

NOW THEREFORE, BE IT RESOLVED, the Board does hereby, adopt this Resolution approving the one-year extension of the Employment Agreement between Interim General Manager/Fire Chief Robert Roberson and the San Miguel Community Services District, attached hereto as Exhibit C.

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

## AYES:

NOES:
ABSENT:
ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April, 2022.

Raynette Gregory, President
Board of Directors

ATTEST:
APPROVED AS TO FORM:

Rob Roberson, Interim General Manager
Douglas L. White, District General Counsel

Tamara Parent, Board Clerk

1. Exhibit A: General Manager Job Description
2. Exhibit B: Fire Chief Job Description
3. Exhibit C: 7-2021 Contract Agreement R. Roberson \& SMCSD

TITLE:
REPORTS TO:
PAY GRADE:
FLSA:
CONFIDENTIAL:

GENERAL MANAGER
Board of Directors
Employment Agreement
Exempt
Yes

## SUPERVISORY RESPONSIBILITIES

DIRECT: Board Clerk, Director of Utilities, District Office Staff
INDIRECT: None

## MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the Board of Directors. 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:

EDUCATION: Undergraduate degree from an accredited four (4) year college or university with a major in Business Administration, Public Administration, Engineering, or a closely related field.

EXPERIENCE: Minimum of five (5) years of broad and extensive work experience in a management or administrative position in a private or public utility agency. Background should include responsibility for formulation and implementation of programs, budgets, and administrative operations.

## CONTACT RESPONSIBILITY

INTERNAL: Interaction with: Board of Directors to receive policy direction and project directives, receive specific work assignments and review results; Board Clerk and Director of Utilities to discuss outstanding issues and coordinate assignments; and all other District personnel as required.

EXTERNAL: Interaction with: general public to answer questions pertaining to the San Miguel Community Services District ("District"); intergovernmental and regulatory agencies to foster cooperative working relationships; and community groups, businesses, media, 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 occasionally required to stand, walk, stoop, kneel, or crouch.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

## ENVIRONMENTAL CONDITIONS

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, as well as standard background noise found in an office environment and exposure to a computer screen.

## DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

The General Manager is the executive officer of the District and for the Board of Directors ("Board").
This at-will, exempt position plans, organizes, directs, and coordinates all District functions and activities, subject to approval by the District's Board, in order to provide customers with safe and reliable water, wastewater, and fire services. This position provides day-to-day leadership for the District, and develops
policies and objectives for the District in accordance with the Board's directives. 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 the District's water, wastewater, and fire services. Must be able to maintain confidentiality, respond professionally to the public and emergencies, and prepare policy reports and 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.

Basic knowledge of personal computer use is preferred, as this position will be required to monitor timeclock use, set up video conferences for meetings, and assist in running payroll, among other duties.

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 Board.

## Administrative

- Daily Administration
- Provides day-to-day leadership for the District;
- Plans, organizes, coordinates, and administers, either directly or through subordinate department heads, the work of the District in accordance with the adopted goals and objectives of the Board and applicable laws and regulations;
- Directs and coordinates the development and implementation of goals, objectives, policies, procedures, and programs for the District, as defined by the Board;
- Implements administrative policies, procedures, and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner;
- Coordinates the activities of the waste, wastewater, fire, and administrative departments to effect operational efficiency and economy;
- Maintains cordial relationships with all persons entitled to the services of the District and attempts to resolve all public complaints;
- Directs the maintenance of District records and documents;
- Supervises the District's facilities, services, and finances;
- Maintains custody and manages the condition of all District property; and
- Uses independent judgment and follows proper protocol to address emergencies and provide direction to department heads.
- Long-Term Operations
- Plans, develops, and implements immediate and long-term District policies and goals, as defined by the Board;
- Confers with administrative personnel and reviews activity, operating, and expense reports to determine if any changes in programs or operations are required;
- Directs preparation of directives to department heads, outlining policy, programs, or operational changes to be implemented; and
- Supports the District mission statement.
- Executive Officer for the District
- Facilitates constructive and harmonious Board relations;
- Attends all meetings of the District's Board and such other meetings as the Board may specify from time to time;
- Represents the Board and District in contacts with governmental agencies, community groups and various businesses, professional and legislative organizations, District customers, and the media;
- Consults with legal counsel concerning matters of litigation, contracts, and District operations;
- Monitors legislation on the state, federal, and local level;
- Directs and coordinates changes required by new legislation;
- Coordinates press releases as necessary; and
- Acts as staff for the Board and advises the Board on District issues and programs.
- Budgeting
- Directs and coordinates the preparation and administration of the District annual budget;
- Evaluates and reviews current programs and formulates long-range financial goals of the District;
- Reviews all District expenditures;
- Provides financial management for the District;
- Manages all departmental budget, budget requests, and controls expenditures to ensure adherence to the District budget;
- Ensures accurate records are being developed and maintained in all District departments;
- Prepares procedures for tracking and evaluating the budget through the year; and
- Calculates anticipated revenue or expenditures.


## Personnel Supervisor

- Appoints and employs such personnel as the Board or he or she deems necessary for the proper administration and operation of the District, in accordance with District regulations and other applicable laws;
- Recommends changes in organizational structure and position classification;
- Maintains the authority to hire, discipline, and discharge employees;
- Approves or disapproves merit salary increases;
- Plans and directs the selection, training, assignment, supervision, and evaluation of employees;
- Delegates authority to carry out certain duties at his or her discretion;
- Provides supervision to District employees;
- Directs all personnel in accordance with District regulations and other applicable laws;
- Functions as the District's bargaining representative in negotiations with personnel bargaining units;
- Coordinates investigations and resolutions of personnel grievances within his or her delegated authority;
- Approves overtime, vacation, and other time off for department heads;
- Trains personnel as needed;
- Analyzes problems that arise in the areas of supervision and implements solutions;
- Follows the employee relations system established by the Board when appointing, supervising, disciplining, and dismissing District employees;
- Evaluates and recommends to the Board, the hiring, promotion, or salary increase of District personnel; and
- Performs performance evaluations for department heads and other District personnel as needed.


## DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

## Related Duties

- Performs all other related duties as assigned by the Board of Directors.


## Exhibit "B" <br> JOB DESCRIPTIONS

Class Title: $\quad$ Fire Chief (Part Time--Contract)
Reports to: District General Manager or Board of Directors
Department: Fire
FLSA: Non-exempt
CONFIDENTIAL: Yes
SUPERVISORY RESPONSIBILITIES
DIRECT: Yes
INDIRECT: None

## GENERAL PURPOSE

Performs a variety of technical, administrative, and supervisory work in planning, organizing, directing and implementing fire prevention, suppression and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

## SUPERVISION RECEIVED

The Fire Chief is accountable to the General Manager and Board of Directors. Fire Chief shall be held responsible for the general condition and efficient operation of the San Miguel Fire Department.

## SUPERVISION EXERCISED

Directly Supervises the Assistant Fire Chief, Fire Captains, and other department staff through these subordinate officers.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

Plans, coordinates, supervises and evaluates Fire operations.
Establishes policies and procedures for Fire Department in order to implement directives from the General Manager and Board of Directors.

Plans and implements Fire programs for the San Miguel District in order to better carry out the policies and goals including those set forth in the Standard Operating Procedures document;

Reviews Departmental performance and effectiveness; formulates programs or policies to alleviate deficiencies.

Supervises and coordinates the preparation and presentation of an annual budget for Fire Department and Directs implementation of the Departments' budgets;

Plans for and reviews specifications for new or replaced equipment.
Responds to alarms and may direct activities at the scene of major emergencies.
(continued on next page)

Supervises inspection of buildings and other properties for fire hazards and enforces fire prevention ordinances, local and state fire codes, while also following UBC, UFC, and The Life and Safety code.

Directs the operation of departmental in-service training activities
Controls the expenditure of departmental appropriations
Handles grievances as directed by the General Manager, maintains Departmental discipline and the conduct and general behavior of assigned personnel

Attends monthly Board of Director meetings and other Community meetings, as directed by General Manager

Prepares and submits monthly reports to the General Manager regarding Department activities
Prepares other reports as appropriate, including annual report of activities
Plans departmental operations for equipment, apparatus, and personnel
Supervises the implementation of such plans
Assigns personnel and equipment to such duties and uses as the service requires
Evaluates the need for and recommends the purchase of new equipment and supplies

## PERIPHERAL DUTIES

Meet with elected or appointed officials, other Fire officials, community and business representatives and the public on all aspects of the Departments' activities.

Attend conferences and meetings to keep abreast of current trends in the field; represents the San Miguel Fire Department in a variety of local, county, state and other meetings.

Perform the duties of command personnel as needed and fulfills obligations during duty days or duty weeks.

## DESIRED MINIMUM QUALIFICATIONS

Education and Experience:
(A) Graduation from high school or GED equivalent
(B) Ten (10) years prior work experience of a progressively responsible nature in firefighting and prevention and emergency medical services, including supervisory duties which must have been equivalent to Fire Captain or higher

Necessary Knowledge, Skills and Abilities
(A) Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment; Working knowledge of first aid and resuscitation techniques and their application as demonstrated through State E.M.T Certification; Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations
(B) Skill in the operation of listed tools and equipment.
(C) Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; Ability to establish and maintain effective working relationships with other employees, supervisors and the public; and Ability to meet the special requirements listed below.

## SPECIAL REQUIREMENTS

(A) Must possess, or be able to obtain by time of hire, a valid State Driver's License with Commercial Driver's License endorsement and participate in the Employer Pull Notice Program EPN without record of suspension or revocation in any state;
(B) No criminal convictions or disqualifying criminal histories within the past ten years;
(C) Ability to read, write and communicate the English language, and
(D) Ability to meet Departmental physical standards

## TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

## PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

## WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.
The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

## SELECTION GUIDELINES

The San Miguel Community Services District Personnel Policy on Recruitment will be followed.
This may include a formal application; review of education and experience; appropriate testing and interviews; oral interview; background check; physical agility; drug screening; final selection and pre-employment medical examination.

NOTE: Appointees will be subject to completion of a probationary period of 6 months
The examples of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

## DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

The following tasks are typical for this classification. Incumbents may not regularly perform all of the listed duties and/or 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.

## \% TIME TASKS

70\%
Develops, coordinates, and maintains fire protection management database and related activities, such as:
Communicates District policies and procedures to customers, safety rules and regulations and is active participant in the District's safety programs is necessary.

Uses computer, computer software, data and applications, copy machine, and other office equipment; proof read documents for details and accuracy; and composes reports or correspondence as required

Coordinates with and works with other staff to resolve issues; may work with outside contractors to solve specific technical issues, maintains the database for fire vehicle and equipment records, and operational preventative maintenance logs, reports and records as directed.

Develops consistent, effective strategies of tracking preventative maintenance schedules. Reviews, evaluates, develops and implements programs, policies and procedures, as directed by General Manager, for training and fire prevention.

Supervises subordinate volunteer officers in their assigned duties.
Assist in the planning and implementation of Fire programs for the San Miguel District in order to better carry out the policies and goals of the District.

Responds to multiple alarm fire as needed; assumes command in the absence of Fire Chief. Performs the duties of command personnel as needed and fulfills obligations during duty days or duty weeks.

## 25\%

Prepare and submit periodic reports to the General Manager and/or Board of Directors regarding the Department activities.
Assigns personnel and equipment as required to such duties and uses based on service needs Handles grievances from volunteer officers and firefighters, Maintain departmental discipline and the conduct and general behavior of volunteer personnel. Directs and supervises departmental in-service training activities
Provides general administrative support:
Proofreads the Operations section of the District web site and recommends corrections.
Provides administrative and project support to General Manager and/or staff; including the preparation of agreements, request for purchase orders, contracts, and other documentation.
Assists General Manager in providing suggestions policy changes in order to streamline department operations.
Answer inquiries involving department procedures, activities, and functions.
Generate original, clear, and concise department business correspondence, forms, and notices, which may require posting and/or publication.
Edits and proofreads department memos, reports, agendas, policies, and Board related correspondence. Perform copying, faxing, filing, and other administrative tasks.
Maintain department files and records in accordance with approved records retention schedules.

## DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

5\%
Performs all related duties as assigned by General Manager and/or Board of Directors.
Meet with elected or appointed officials, other Fire officials, community and business representatives and the public on all aspects of the Departments' activities, as directed by Fire Chief and/or General Manager.

Attends conferences and meetings to keep abreast of current trends in the field; represents the Fire Departments in a variety of local, county, state and other meetings.

## SELECTION GUIDELINES

The San Miguel Community Services District Personnel Policy on recruitment will be followed. This may include: a formal application, review of education and experience, appropriate testing and interviews, oral interview, background check, physical agility, drug screening, final selection and pre-employment medical examination.

## NOTE:

Appointees will be subject to completion of a 9-month probationary period.
The example of duties are intended only as illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee that is subject to change by the employer as the needs of the employer and requirements of the job change.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of July, 2021, by and between the San Miguel Community Services District, a California political subdivision ("District"), and Robert Roberson, 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. Employee has been employed with the District's Fire Department for over 14 years.
B. The Fire Chief position is appointed by the Interim General Manager; however, since Employee is also acting as the Interim General Manager, the San Miguel Community Services District Board of Directors ("Board") has the authority to appoint Employee as Interim General Manager/Fire Chief.
C. The Board has evaluated Employee's knowledge, experience, administrative skills and abilities, and desires to reappoint Employee as the Interim General Manager/Fire Chief pursuant to the terms of this Agreement.
D. 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 ("Effective Date").

## Section 3. Appointment of Interim General Manager/Fire Chief, Duties, and Term.

Section 3.1. Appointment of Interim General Manager/Fire Chief and Duties. The Board hereby appoints Employee to the position of Interim General Manager/Fire Chief, in and for the District, to perform the function and duties of the Interim General Manager, as listed in Exhibit A, and the Fire Chief, as listed in Exhibit B. 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, the District's Resolutions, and such other duties and functions as may from time-to-time be assigned.

Section 3.2. Other Employment. Employee may undertake outside activities for compensation, provided such activities do not interfere with Employee's duties and responsibilities specified herein and do not create a conflict of interest with said duties. Employee's employment outside of the District must conform with applicable District conflict of interest policies in effect at the time of execution of the Agreement, which may be amended from time to time. Employee is presently employed as a full time Fire Captain for State Department of Corrections. The outside employment position, described in Section 3.2 only, are expressly authorized by the Board.

Section 3.3. Exempt Employee. The general business hours for District employees are Monday through Friday, 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 Interim General Manager/Fire Chief position, unless otherwise provided in this Agreement. The Parties acknowledge that Employee, due to his other employment, will be unavailable on Sundays, Mondays and one Tuesday each month, and other days as may be necessary to effectuate the employment authorized in Section 3.2 of this Agreement.

Section 3.4. Schedule. The Interim General Manager/Fire Chief's daily and weekly work schedule shall vary in accordance with the work required to be performed. Employee shall devote at least 40 hours per week to his duties as Interim General Manager/Fire Chief. Employee shall keep a daily $\log$ of the work he performs as Interim General Manager/Fire Chief. The Interim General Manager/Fire Chief position may include frequent attendance at evening meetings, out of District meetings, and frequent irregular hours as necessary to meet deadlines and achieve objectives.

Section 3.5. Term. The term of this Agreement shall be for one (1) year from the Effective Date ("Term"), with a mutual option to extend the Agreement for one (1) additional year. No later than three (3) months prior to the expiration of the Term, the Board shall provide written notice to Employee as to whether the Board intends to extend the Term.

Section 3.6. Physical Examination. Employee shall comply with the District's Drug and Alcohol Abuse policies and procedures. Failure to adhere to those policies may be considered a material breach of this Agreement and cause for termination under Section 6 of this Agreement.

Employee must receive an annual physical examination at the District's expense or provide a copy of an annual physical examination performed by or for another employer. Refusal to submit for an annual physical examination by April of each year of this Agreement may be considered a material breach of this Agreement.

Employee shall comply with the applicable District's Illness \& Injury Prevention Policies in effect at the time of Agreement execution and which may be amended from time to time.

Section 4. At-Will Employment. Employee is an at-will employee serving at the pleasure of the Board, as provided in Government Code section 36506. Accordingly, the Board may terminate Employee's employment at any time, with or without cause, and in accordance with the California Firefighter Bill of Rights.

## Section 5. Compensation and Evaluations.

Section 5.1. Base Salary. The District agrees to pay Employee an annual salary of Eighty-Three Thousand Nine Hundred and Seventy-Eight Dollars and Forty Cents Cents ( $\$ 83,978.40$ ) ("Base Salary") payable in installments at the same time that the other District employees are paid. Of Employee's Base Salary, Forty Thousand One Hundred EightyFive Dollars and Sixty Cents $(\$ 40,185.60)$ shall be taken from the Fire Fund and FortyThree Thousand Seven Hundred Ninety-Two Dollars and Eighty Cents $(\$ 43,792.80)$ shall be taken from the General Fund.

If this Agreement is extended at the end of the first year (July 2022), effective the first full pay period following July 1, 2022, Employee's Base Salary shall be increased by two percent (2\%) to Eighty-Five Thousand Six Hundred Fifty-Seven Dollars and NinetySeven Cents ( $\$ 85,657.97$ ).

Section 5.2. 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 unpaid Mandatory Furlough Program adopted as a budgetary measure.

Section 5.3. Review and Evaluation. The Board will review and evaluate Employee's performance of his duties as Interim General Manager/Fire Chief, 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 prior to January 1 of each year, or at the Board's discretion.

Section 5.4. Benefits. Employee agrees that he shall not receive retirement or other benefits from the District, including medical or healthcare benefits, holiday pay, compensatory time-off, or vacation time, except as otherwise provided for in this Agreement.

Section 5.5. Uniform Allowance. District shall provide Employee with an annual allowance for fire station uniforms in an amount up to Two Hundred and Fifty Dollars (\$250.00) per year. Employee must submit receipt(s) for uniform purchases in other to receive reimbursement for a station uniform.

Section 5.6. Use of District Fire Vehicle. District shall provide Employee with a District vehicle for use and work performance as District Fire Chief. The Board may, at its sole discretion, withdraw providing a District vehicle for Employee's use. Employee shall
provide proof of insurance coverage, pursuant to California law, annually to the District. Both Parties agree to comply with the District's applicable Vehicle \& Equipment Replacement Policies and Procedures, which may be amended from time to time.

Section 5.7. General Business Expenses. Employee shall be reimbursed for all sums necessarily incurred by Employee in the performance of his duties as Fire Chief or incurred while traveling on District-related business, under the direction of the Board. Employee must submit itemized receipts, to be approved by the Board, in order to be reimbursed for his District-related business expenses.

## 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 one hundred eighty (180) 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 six (6) 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.

Section 6.2. Termination by the Board. The Board may terminate this Agreement and remove Employee from his position as Interim General Manager at any time with or without cause, by a three-member vote of the Board as then constituted, convened in a regular Board meeting. If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs his ability to earn a living, or might damage his standing in the community, Employee may, within five (5) business days of the Board's notice to Employee of their intent to terminate Employee's employment as Interim General Manager, make a written request for a "name-clearing" hearing (as described in Lubey v. City and County of San Francisco (1979) 98 Cal.App.3d 340 , and its progeny) before the Board in closed session. The "name-clearing" hearing is solely to provide Employee the opportunity to clear his name. The Board may determine whether the allegations contained in the notice of termination are supported. If the Board determines that 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 that Employee does not request a "name-clearing" hearing before the Board, the Board's decision to terminate will be effective by the close of business on the fifth $\left(5^{\text {th }}\right)$ business day after the notice was provided to Employee of their intent to terminate his employment.

If the Board removes Employee from his position as Fire Chief or as Interim General Manager/Fire Chief, pursuant to California Government Code section 3254(c), the Board shall provide Employee with written notice, the reason(s) for removal, and an opportunity for an administrative appeal. Within ten (10) days of the Board's termination of this Agreement, Employee may make a written request for an administrative hearing
before a neutral hearing officer, as required by the California Firefighter Bill of Rights (Government Code, § 3250 et seq.) In the event Employee does not timely request an administrative hearing, the Board's termination decision will stand.

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 Interim General Manager and/or Fire Chief in accordance with California's Tort Claims Act (Government Code, § 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. 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. 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 the District: San Miguel Community Services District 1150 Mission Street

San Miguel, California 93451
ATTN: President of the Board

| With courtesy copies to: | White Brenner, LLP |
| :--- | :--- |
|  | ATTN: Douglas L. White |
|  | 1414 K Street, 3 ${ }^{\text {rd }}$ Floor |
|  | Sacramento, CA 95814 |
| If to Employee: |  |
|  | San Miguel Community Services District <br> 1150 Mission Street |
|  | San Miguel, California 93451 |
|  | ATTN: Robert Roberson |
|  | 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 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 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 attorney's 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 TO FOLLOW]

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

By:
Ashley Sangster, Board President

Date Signed: $\qquad$ Date Signed: $\qquad$

By:
Tamara Parent, Board Clerk
Date Signed: $\qquad$

Approved as to Form and Content:

By:
Douglas L. White, District General Counsel

## EXHIBIT A

(General Manager)

EXHIBIT B
(Fire Chief)

# San Miguel Community Services District 

## Board of Directors <br> Staff Report

SUBJECT: Discuss and appoint the District General Manager and Director of Utilities as real property negotiators for the sale and or trade of assessor parcel number 021-261019.

## RECOMMENDATION:

Appoint the District General Manager and Director of Utilities as real property negotiators for the sale and or trade of assessor parcel number 021-261-019.

## BACKGROUND:

The District currently owns a single lot on Mission street between $12^{\text {th }}$ and $13^{\text {th }}$. This lot is $25^{\prime}$ by 150 ' and by itself is not sufficient to build an office or meeting space which would meet the Districts needs.

At this time, it is requested that the Board appoint the District General Manager and Director of Utilities to negotiate the sale and/or trade of this property with the owners of the adjacent properties or their designee/s.

The final disposition of this property will be made by Board action.

## FISCAL IMPACT:

There is no fiscal impact associated with appointing real property negotiators. Final approval of real property disposition will be by Board action.

PREPARED BY:

## Kelly Dodds

Kelly Dodds, Director of Utilities

San Miguel Community Services District

# Board of Directors Staff Report 

## April 28 ${ }^{\text {th }}, 2022$

## AGENDA ITEM: XI-8

SUBJECT: Review and approve RESOLUTION 2022-20 authorizing the Director of Utilities to purchase and contract with CIO Solutions to replace computer hardware in an amount no to exceed $\$ 24,000$ and authorize a budget adjustment to all departments in an amount proportionate to their use of the hardware replaced. (object 475 - Project 21005).

## RECOMMENDATION:

Approve RESOLUTION 2022-20 authorizing the Director of Utilities to purchase hardware and contract with CIO Solutions to install and configure the hardware and authorizing a corresponding budget adjustment.

Since initially contracting with CIO Solutions, they have made multiple changes to increase the resiliency of the Districts computer technology systems.

In addition, they have identified multiple areas for which the District can improve its operational efficiency as well as security. CIO has proposed several projects to increase the Districts cyber security and operational efficiency which include replacement of end-of-life devices with more resilient hardware, as well as additional framework to ensure that the District is insulated from the threat of intrusion into our systems from the outside. Without the completion of these projects the security and operation of the Districts information and systems could be in jeopardy.

## FISCAL IMPACT

The following budget adjustments would be made to budget object 475 for each fund (Project 21005) Fund $20-\$ 2,079 /$ Fund $30-\$ 903 /$ Fund $40-\$ 10,009 /$ Fund $50-\$ 10,106 /$ Fund $60-$ \$903

PREPARED BY: Kelly Dodds, Director of Utilities

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DIRECTOR OF UTILITIES TO PURCHASE AND CONTRACT WITH CIO SOLUTIONS TO REPLACE COMPUTER HARDWARE, IN AN AMOUNT NOT TO EXCEED \$24,000, INCLUDING A BUDGET ADJUSTMENT TO ALL DEPARTMENTS IN AN AMOUNT PROPORTIONATE TO THEIR USE OF THE HARDWARE REPLACED (ALL FUNDS-475)

WHEREAS, San Miguel Community Services District ("District") has the responsibility to maintain the operational efficiency and security of our computer technology and information systems; and

WHEREAS, There have been multiple deficiencies identified by the Districts IT provider as being both necessary and prudent to protect the technological and information security of the District; and

WHEREAS, the Board of Directors authorizes the Director of Utilities to purchase and contract with CIO Solutions to purchase, install and configure replacement computer hardware; and

WHEREAS, the Board of Directors authorizes a budget adjustment to each department for the above purpose in an amount equal to its proportionate use of the hardware (Fund $20-\$ 2,079$ / Fund $30-\$ 903 /$ Fund $40-\$ 10,009 /$ Fund $50-\$ 10,106 /$ Fund $60-\$ 903$ ) in a total amount not to exceed $\$ 24,000$ to object 475 .

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

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

## AYES:

NOES:
ABSENT:
ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

> Raynette Gregory, Board President

ATTEST:

## APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager
Douglas L. White, District General Counsel

# San Miguel Community Services District 

## Board of Directors <br> Staff Report

AGENDA ITEM: XI-8
SUBJECT: Discuss acquiring an office trailer to be placed at the WWTF to serve as temporary District offices until permanent office space can be built at the WWTF or elsewhere.

RECOMMENDATION: Provide direction to staff.

In 2001, the current fire station's construction was completed shortly after the District offices were set up in the office space of the fire station. This was meant to be a temporary solution to the office space needs of the newly formed District, but has remained.

However, since then, the District's office occupancy and needs have grown significantly with very little increase in space. The need for more office space will be even more dire in the coming year with the impending replacement of the General Manager with a full-time employee, as well as the impending remodel of the fire station.

Several years ago, when the planning phase of the WWTF upgrade was started, it was tentatively agreed that the WWTF could become the new main offices for the District since an office/ operations building was necessary at the site whether the main offices were located there or not.

With the increase in staff and workload, the current office space has become unproductive, and the orientation has, in many ways, hobbled the ability of staff to complete work efficiently. Not to mention has impeded the ability of the fire department to remodel the fire station into a functional space for emergency services.

In 2019 an office trailer was acquired and set up at the WWTF to be used by the Director of Utilities and operators. This provided some relief in the back office at the fire station but did little to relieve the overcrowded front office.

A survey was performed of the available office space in San Miguel which identified no existing spaces or buildings that the District could move to without extensive improvement of those spaces.

Improving an existing vacant building into office space would require, in most cases, extensive modernization of the building including complying with current accessibility laws. Additionally, the funds necessary to complete a temporary functional space would reduce what is available for
a long-term office solution. Potentially as much as $\$ 200,000$, the value of which would be lost once the District vacated the renovate space.

Looking long term, offices could be collocated at the WWTF as part of the current work in progress or as a new building at another location in town. Offices at the WWTF are a closer option as this project is already in progress and would likely be completed before 2025. Additionally, the cost to include the necessary office space at the WWTF would be minimal compared to building a separate building from the ground up. The estimated cost estimate to include the additional space at the WWTF is $\$ 200,000$ to $\$ 300,000$, the value of which is retained by the District in the event that the District moves offices in the future.

If the District were to decide to build on another property, assuming planning started right away, a building could be finished by the end of 2025 or possibly early 2026. This would be highly dependent on the ability to get through the planning process and availability of funds for property acquisition and construction. The benefit to building at a location separate from the WWTF is that the building could be located along Mission Street. The estimated cost estimate to build a separate building and purchase land is $\$ 500,000$ to $\$ 750,000$, the value of which is retained by the District as long as the District retained the building.

With either of the long-term options they do not provide the immediate relief that is necessary in order to provide a productive environment for office staff.

In order to provide time to either complete the WWTF offices or build another office a temporary option is to lease and install a larger office trailer at the WWTF to house office staff until a permanent office is built. This option can be implemented within four to six months and could remain as long as necessary until a permanent solution is in place. The cost for this option would be approximately $\$ 20,000$ to $\$ 30,000$ per year.

Installing a temporary office trailer at the WWTF provides the most economic sense for the District as an office can be setup without significant alteration to the existing site. Models are available which would be large enough to accommodate enough office space for the staffing that is projected for the next 2 years. The disadvantage to this option is that it would not allow for meeting space. However, meetings could be held at the Fire Station until renovations started or potentially at the Community Center for minimal cost.

## FISCAL IMPACT:

There is no fiscal impact associated discussing this item. If approved to move forward additional information and costs would be placed on a future agenda for discussion and approval.

## PREPARED BY:

## Kelly Dadds

Kelly Dodds, Director of Utilities

# San Miguel Community Services District 

# Board of Directors <br> Staff Report 

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

## CURRENT STATUS:

WWTF
The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE - Based on the 4th quarter 2021 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW - In March the plant averaged 145,171 gallons per day (73\% of hydraulic design capacity) with a max day of 179,011 gallons ( $\mathbf{9 0 \%}$ of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/ future and proposed regulatory requirements.

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives.
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues.
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.
- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG\&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
- The District also applied for a service change to PG\&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a $\$ 250,000$ planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On September 25, 2020, The Central Coast Regional Water Quality Control Board approved and adopted General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The District WWTP, including the planned expansion/renovation, will be subject to the requirements in this order.
- November 2020 the DE submitted the FINAL USDA Preliminary Engineering Report (PER) to the USDA and Waterboard for review.
- January 2021 the DE submitted an application to the California Department of Water Resources for the amount of $\$ 5,000,000$ to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation - Round 1 for the upgrade and expansion of the District's Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water ("purple pipe") distribution system (or a component thereof).
- February 2021 Dudek submitted the initial DRAFT of the CEQA / NEPA Initial Study and Mitigated Negative Declaration to the District for review and comment.
- April 22, 2021 the Board of Directors authorized the District to advertise a Request for Proposals (RFP) from qualified vendors to to provide, install, test \& adjust, start-up, and provide operator training of a pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system which will be a critical component of the upgrade and expansion of the DISTRICT's Machado Wastewater Treatment Facility (WWTF).
- May 6, 2021 the District submitted a revised version of the Preliminary Engineering Report (PER) to the USDA for their review.
- May 17, 2021 Dudek submitted the Phase 1 Archeological Survey Report to the District for staff review and comment.
- May 19, 2021 a Pre-Proposal meeting was held to inform qualified vendors about the District's requirements for the pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system and solicit input and answer questions.
- On June 11, 2021 the DISTRICT received one (1) cost proposal in response to the MBR RFP. The cost proposal was received from Cloacina, LLC, which is based in Arroyo Grande, CA. The DE and Director of Utilities are in the process of reviewing the proposal and pending completion of that process, will present our findings and recommendations to the Board.
- On July 7, 2021 Dudek delivered a preliminary and incomplete DRAFT CEQA/NEPA Environmental Document. The DE and Director of Utilities have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On July 16, the DOU and DE participated in a TEAMS meeting with USDA and Waterboard staff to discuss the regulatory / permit requirements for the WWTF upgrade. The Preliminary Engineering Report (PER) will be revised to incorporate the issues that were discussed.
- July 30, 2021 Dudek delivered an ADMINISTRATIVE DRAFT CEQA/NEPA Environmental Document. District staff have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On August 11, 2021, The DE submitted a revised DRAFT PER to the Director of Utilities for review. The revision addresses issues that were identified in discussions with the USDA and RWQCB.
- August 16, 2021: The DE and Director of Utilities participated in a TEAMS meeting with SLO County Planning, Building and Public Works Departments staff to discuss WWTF project status and the anticipated requirements from the SLO County with regard to a new Conditional Use Permit (CUP).


## AERATOR PROJECT

5/17/18 WSC issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG\&E are working on preliminary paperwork for On-Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG\&E.

## FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - $\$ 240,140$ (Paid with Capital Funds not covered under any grant FY2016-17)
- Planning - \$177,740 (Reimbursed through the IRWM DAC Grant)
- Engineering / Environmental - \$163,796 (Reimbursable through the DWR CWSRF Grant)


## GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- State Revolving Fund (CWSRF) -- $\$ 250,000$ for project design, engineering, and environmental studies - The District received the agreement for this grant in November 2019. The grant is retroactive to 2017 . As of June 30, 2021, a total of $\$ 163,796$ has been expended.

Applied for/ to

- The District submitted applications to SLO County for the 2020 and 2021 funding cycles for CDBG funds to help pay for construction. No CDBG funds were awarded to the District in either cycle.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process $1 / 10 / 2020$
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction
- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for $\$ 14.5 \mathrm{M}$ in funding through the Small Community Funding Program on May 5, 2020.
- Submitted an application to the California Department of Water Resources for the amount of $\$ 5,000,000$ to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation - Round 1 for the upgrade and expansion of the District's Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water ("purple pipe") distribution system (or a component thereof) in January 2021.


## NEXT STEPS:

## WWTF

Based on discussions with the DE , we have nearing completion of the design development phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled completion of the final design and the preparation of the Construction / Bidding Documents by the end of 2021. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance \& permitting work will coincide
with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2021, with the goal of having financing in place to advertise and award a construction project in $4^{\text {th }}$ Quarter 2021.

Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

## AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

## COUNT DOWN CLOCK

Notice issued - June 2018 Deadline given - March 2021 (2.9 years)
Time remaining- $\mathbf{- 1 5}$ months (We have met with the Waterboard to discuss the project progress and schedule.)

## FISCAL IMPACT

No impact resulting from this information.

## RECOMMENDATION

This item is for information and discussion only.
Due to the limited time frame, this item will be updated monthly, and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

## Kelly Dodds

Kelly Dodds, Director of Utilities


# San Miguel Community Services District 

## Board of Directors Staff Report

April 28 ${ }^{\text {th }}, 2022$

## AGENDA ITEM: XI-11

SUBJECT: Review and approve RESOLUTION 2022-24 authorizing the Director of Utilities to contract with Water Systems Consulting (WSC) to provide engineering, design and project management services for the Machado Wastewater Treatment Facility upgrade in an amount not to exceed $\$ 1,202,404$ and authorize a budget adjustment to the Wastewater Department with corresponding transfers from Capital Reserves. (object 587 - Project 20001).

## RECOMMENDATION:

Approve RESOLUTION 2022-24 authorizing the Director of Utilities to contract with WSC for engineering, design and project management services for the Machado Wastewater Treatment Facility upgrade and corresponding budget adjustment and transfer.

In June 2018 the District received a letter from the Waterboard indicating that District needed to move forward with upgrades and capacity expansion of the Machado Wastewater Treatment Facility.

In 2019 the Board approved a contract for project management and engineering/ design services with Monsoon Consultants, however that contract was terminated due to the closure of their firm.

In order to complete the necessary engineering, design, and project management to complete the WWTF upgrade it is necessary to contract with another firm. As the District Engineer WSC has the most knowledge of the District as well as their work on other Membrane Bio Reactor facilities within the county lends them to being able to provide a superior product to the District at a Competitive price.

WSC is proposing to complete the required Project Management, Engineering, Design, Consultation, and coordination to take this project through to completion. The are aware of the tight timelines and required work effort. WSC is proposing that their effort as well as the effort of their sub-consultants would not exceed $\$ 1,202,404$. This is a time and material estimate,
meaning that, if the time spent is less or the sub-consultant fees are less, then the cost would be less.

## FISCAL IMPACT

Although it is possible that this cost will be reimbursed through either USDA or other grants, it is also likely that the District will not be reimbursed in full.

The following budget adjustments would be made to budget object 587 for the Wastewater Department (Project 20001) Fund 40 - \$1,202,404

PREPARED BY: Kelly Dodds, Director of Utilities
Attachment: RESOLUTION 2022-24

## RESOLUTION NO. 2022-24

## A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

## SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DIRECTOR OF UTILITIES TO CONTRACT WITH WATER SYSTEMS CONSULTING (WSC) FOR ENGINEERING, DESIGN AND PROJECT MANAGEMENT SERVICES FOR THE MACHADO WASTEWATER TREATMENT FACILITY UPGRADE.

WHEREAS, The expansion and upgrade of the Machado Wastewater Treatment Facility (WWTF) has been recognized by the Board as necessary and has been in progress for multiple years; and

WHEREAS, In June 2018, the District received a formal letter from the California Water Boards Central Coast Regional Water Quality Control Board (CWB) stating a Wastewater Treatment Plant expansion is required for treatment of effluent quality; and

WHEREAS, the District Board of Directors formally approves the proposal from Water Systems Consulting (WSC) for Engineering, design and project management services. WSC has an intimate understanding of the needs and objectives of the District and is very sensitive to the aggressive timeline that must be achieved. The proposal from WSC is a time and material proposal and in the event that additional funds are necessary, those requests will be brough back to the Board for approval; and

WHEREAS, the District Board of Directors authorizes a budget adjustment in the amount of $\$ 1,202,404$ to expense line 40-587 WWTF Final Design/ Construction Docs. as well as a fund transfer from Wastewater Capital reserves.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

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

AYES:
NOES:
ABSENT: ABSTAINING:
the foregoing Resolution is hereby passed and adopted this $28^{\text {th }}$ day of April 2022.

> Raynette Gregory, Board President

ATTEST:

Rob Roberson, Interim General Manager

APPROVED AS TO FORM AND CONTENT:

Douglas L. White, District General Counsel

TASK 0.0 PROJECT MANAGEMENT

### 0.1 Project Management and Administration

$>$ Provide oversight, manage communication, assign resources, and coordinate work efforts of the Consultant Team (WSC, TJC and Associates, Geosolutions, El Dorado Engineering and Architecture, and Collings and Associates).
$>$ Administer prime contract and subcontracts.
$>$ Prepare project schedules and update as required based upon actual progress and the District's direction. Provide updated schedules to District for review, as necessary.
> Prepare and submit monthly invoices. The invoice will show current progress against total budget for each task. The monthly invoice will include a progress report that identifies the work performed for each task and will include detail to support reimbursement from typical grants such as from the Clean Water State Revolving Fund.

## Deliverable: Monthly invoices and Progress Reports

### 0.2 Project Team Meetings

$>$ Plan, organize, and conduct Program update meetings every two (2) weeks with District staff to:

- Provide updates on Program progress and discuss next steps.
- Plan and review outreach activities.
- Discuss and acknowledge information needs.
- Present and discuss deliverables.
- Review outstanding items and develop action items.
- Review Program decision log.
- Coordinate Program efforts and communication.
$>$ Level of effort for Project Team Meetings assumes meetings are one (1) hour in duration, attended by up to three (3) Consultant Team representatives, and a 12 -month Program schedule through Bid Phase.


### 0.3 Schedule

> Prepare and maintain a Program schedule and update as required based on actual progress and District direction. Submit revised schedules to the District, as necessary.

### 0.4 QA/QC

> Perform quality control reviews for design deliverables and work products.
> Prepare comment logs to capture District's design deliverable comments and WSC's responses to comments.

## Deliverable: QC Comment Logs

## TASK 1.0 DATA MANAGEMENT

WSC will create a shared folder through our secure Egnyte file sharing platform (Egnyte Project folder) to share digital files throughout the Program between the Consultant Team and the District.

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### 1.1 Document and Data Review

$>$ Prepare data requests and track data, including date received, contents, and format.
$>$ Review data and coordinate with District staff to discuss data clarification requests related to content, accuracy, and sources.
$>$ Perform document control for data received by District including organization in Egnyte Project folder, conversion between file formats, and compilation of separate electronic files.

## Deliverable: Data Request Log

## TASK 2.0 FUNDING AND FINANCING SUPPORT

### 2.1 Funding and Financing Planning

> Funding Goals and Objectives

- Review the District's financial plan and define funding goals and objectives for the Program.
$>$ Funding Identification and Screening
- In addition to USDA funding - identify applicable funding sources and criteria, including funding availability, eligibility, application process, and schedule.
- Identify sources for bridging loans.
- Identify and consider sources aligned with the specific Program elements and beneficial use objectives.
- Screen applicable sources based on eligibility criteria, funding availability, Program and beneficial use goals and objectives, and/or Program constraints.
- Summarize each potential outside funding sources from the funding portfolio in 1-page summaries.


## Deliverable: Outside Funding Source Summaries

$>$ Funding and Financing Strategy

- Define a funding portfolio, including one or more outside funding sources as well as internal District funding and financing.
> Cash Flow Model
- Develop a monthly cash flow model for construction costs to support Rate Study and to help quantify funding needs.
- Incorporate potential loan or grant funding into the model to quantify impact of external funding on Program cash flow requirements.


## Deliverable: Cash Flow Model

> Funding Agency Coordination

- Coordinate with funding agencies to discuss Program alignment with funding opportunities and funding application requirements.

Task 2.1 Assumptions
$>$ USDA will be the primary source of funding.

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### 2.2 Funding Applications

$>$ Assist District in preparing funding application for USDA's Water \& Waste Disposal Loan \& Grant Program through RD Apply online.
> Review MHI data sources and prepare analysis to show MHI for the District.
$>$ Provide supporting technical information and costs for completion of USDA Funding Application.
$>$ Update the Draft Project Engineering Report, per Task 6, for review and approval by USDA.
Task 2.2 Assumptions
$>$ Scope of Work assumes the District will apply for low interest loan and grant funding through USDA's Water \& Waste Disposal Program.

### 2.3 Financial Reporting

$>$ Assist District in preparation of financial reporting required by USDA. The level of effort for this task is unknown and therefore an assumed level of effort is included for this scope.
> Prepare quarterly reports for the District's existing CWSRF Planning Grant.

### 2.4 Rate Study Technical Support

$>$ Coordinate with the District and their rate consultant to perform Rate Study by providing relevant supporting technical information and Program cost estimates.
$>$ Participate in rate study Prop 218 hearings.

## Task 2.0 Assumptions

$>$ Funding and Financing Support for funding and financing support, funding applications and financial reporting for Prop 1, SGMA, and Clean Water SRF funding (except the existing CWSRF Planning Grant quarterly financial reporting) are not included in this Scope of Work and are assumed to be contracted through WSC's District Engineer contract due to the unknown level of effort for this Work.

## TASK 3.0 PRELIMINARY DESIGN REPORT

### 3.1 Wastewater Characterization

$>$ Compile and review District's flow and water quality data from 2015-2021.
$>$ Compile and review the District's historical flow and nitrogen loading data from 2015-2021. Perform loading analysis for total nitrogen and ammonia-nitrogen and define historical nitrogen loading.
$>$ Confirm flow, TSS loading and BOD loading design criteria, and define nitrogen loading design criteria for the final design phase. Flow and load design parameters will include Average Dry Weather Flow (ADWF), Average Annual Flow (AA), Maximum Month Flow (MM), Peak Hour Flow (PH).
> Prepare Draft Wastewater Characterization TM summarizing wastewater flows and loads.

## Deliverable: Draft Wastewater Characterization TM

> Finalize TM based on District's Comments.

## Deliverable: Final Wastewater Characterization TM

### 3.2 Hydraulics Analysis

$>$ Using information gathered and analyzed for Task 3.1, analyze peak flow rates and peaking factors for the District's collection system to evaluate opportunities to use flow equalization to reduce the required treatment capacity for the treatment process.
$>$ Assess the existing hydraulic grade line and develop a hydraulic profile for the existing system to better understand how existing hydraulics will integrate or change with the new treatment process.
$>$ Develop a hydraulic grade line for the new treatment process based on final siting of facilities (Task 4.0) and the selected alternative from the Preliminary Engineering Report (Task 6.0).

### 3.3 Electrical System Planning

$>$ Develop a single line diagram of the existing facility and electrical service to document existing electrical facilities and capacities.
$>$ Develop a preliminary single line diagram of the planned upgraded facility based on the selected alternative from the Preliminary Engineering Report (Task 6.0).
> Provide support for the District's PG\&E electrical service applications, and coordinate with PG\&E representatives as needed to complete application process.
$>$ Coordinate PG\&E service connections requirements with the proposed solar field on the WWTF site.

### 3.4 Establish Design Criteria

$>$ Develop redundancy criteria for unit processes based on discussions with the District and engineering judgement.
$>$ Define operational and treatment design criteria for liquid and solid stream treatment processes based on anticipated NPDES Permit conditions and redundancy criteria.

### 3.5 Biosolids Management

$>$ Identify a preferred biosolids management strategy in coordination with the District, including solids storage on-site, odor control management, biosolids monitoring testing services and requirements, hauling services and frequencies, and design features that will allow the District to produce Class B or Class A biosolids in the future.
$>$ Determine preliminary sizing of future solids stabilization process units for preferred biosolids management strategy.

### 3.6 Staffing Plan

$>$ Develop a staffing plan in full-time equivalents for operations, maintenance, and administration staffing based on industry standard references and engineering judgment.

### 3.7 Updated Program Cost Opinion

$>$ Develop a AACE Class 4 Cost Opinion for the Program (e.g., engineering, permitting, environmental, construction, etc.) based on the selected alternative from the Preliminary Engineering Report (Task 6.0).

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### 3.8 Updated Program Schedule

> Develop a Program schedule through design, construction and start-up of the facility based on the selected alternative from the Preliminary Engineering Report (Task 6.0).

### 3.9 Develop Updated Preliminary Design Report

> Prepare Updated Preliminary Design Report.
> Finalize Report based on District's Comments.

## Deliverable: Draft and Final Preliminary Design Report

## TASK 4.0 SITE PLANNING

### 4.1 Site Layout

> Plot underground alignment of utilities using historical CAD files (dated May 19, 2021) provided by the District.
> Identify key connection points with the existing hydraulic, electrical, and utility systems for the selected alternative from the Preliminary Engineering Report (Task 6.0).
$>$ Identify areas that are not to be disturbed, areas that can modified, and existing District facilities that can be repurposed.
> Define spatial relationships and boundaries between existing facilities to remain, new buildings and structures, existing on-site utilities, and property boundaries.
> Develop a conceptual site layout to allow for effective operations, maintenance, access and egress, and design process layout.
> Prepare Draft Site Plan for review with District.
> Finalize Site Plan based on District's comments.
Task 4.1 Assumptions
> WSC will use MBS Land Surveys' November 29, 2018, topographic survey for site planning.
> WSC will leverage as-built records of existing site infrastructure including underground utilities previously provided by the District.

## Deliverable: Updated Base Map, Draft and Final Site Plan

## TASK 5.0 GEOTECHNICAL INVESTIGATIONS

### 5.1 Field Investigation

> Perform a field investigation to gain understanding of subsurface conditions and to determine general site suitability for the proposed construction.
$>$ Advance three (3) exploratory borings throughout the proposed improvement area to maximum depths of 10,30 , and 50 feet (bgs). Actual exploration locations and depths will be determined based on the anticipated site plan, utility clearance, and drill rig accessibility.
> Obtain representative samples for laboratory testing.
> Perform a pre-field investigation site visit to coordinated proposed exploration locations and/or mark for utility clearance (USA Dig Alert).

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Task 5.1 Assumptions
$>$ Borings will be backfilled, but not compacted, with on-site material.
$>$ Restoration of landscaping is not required.
$>$ Drill rig access and access for a predrill site visit will be granted by SMCSD.

### 5.2 Laboratory Testing

$>$ Perform laboratory testing for the representative soil samples collected during the field investigation to determine relevant engineering properties. Anticipated soils tests include:

- Liquid Limit, Plastic Limit, and Plasticity Index (ASTM D4318)
- Expansion Index (ASTM D4829)
- Soil Particle Size Analysis (ASTM D422)
- Laboratory Maximum Density (ASTM D1557)
- Direct Shear (ASTM D3080)
- Corrosivity - Redox, pH, Conductivity, Resistivity, Sulfates, and Chlorides (ASTM D1498, D4972, D1 $125 \mathrm{M}, \mathrm{G} 57$, D4658M, and D4327)
- R-Value (ASTM D2844)


### 5.3 Analysis and Soils Engineering Report

$>$ Review pertinent published and unpublished geotechnical/geologic studies and literature of the Project area.
> Perform geotechnical engineering analyses will be performed using the data obtained during literature review, field investigation, and laboratory testing.
$>$ Summarize findings in a Soils Engineering Report, to include:

- General subsurface and geologic conditions.
- Location and depth to bedrock, if encountered.
- Depth to groundwater, if encountered.
- Grading requirements.
- Processing of soils and depth of over-excavation.
- Temporary construction slopes.
- Settlement.
- Minimum foundation parameters and bearing capacity.
- Drainage and erosion.
- Trench/wall backfill procedures.
- Lateral earth pressures (active, at-rest, and passive resistance) and sliding resistance parameters.
- Seismic design considerations including structural building design parameters and seismic lateral earth pressures.

Task 5.3 Assumptions
$>$ Site-specific seismic hazard analysis is not required.

## Deliverable: Soils Engineering Report

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5.4 Design Coordination and Support
$>$ Provide as needed design coordination and geotechnical consultation services, including:

- Consultation and meetings with District and design team regarding geotechnical properties and design considerations.
- Design team meetings.
- Preparation of data requests.
- Plan review and preparation of plan review letter.


## TASK $6.0 \quad$ PRELIMINARY ENGINEERING REPORT

The Preliminary Engineering Report provides the technical and financial justification for the USDA's grant and loan programs. The Preliminary Engineering Report will be prepared in accordance with USDA's Preliminary Engineering Report requirements for their Water \& Waste Disposal Program (Bulletin 1780-2, RD-GD-2013-70) to align the Program with USDA funding opportunities.

### 6.1 Preliminary Engineering Report

> Prepare a Preliminary Engineering Report to summarize the following:

- Project Planning
- Existing Facilities
- Need for Project
- Alternatives Considered
- Selection of an Alternative
- Proposed Project (includes Preliminary Design information from 0, Project Schedule, Permit Requirements, Sustainability Considerations, Total Project Cost Estimate and Annual Operating Budget)
- Conclusions and Recommendations
> Finalize Preliminary Engineering Report based on District and USDA comments.


## Deliverables: Draft and Final Preliminary Engineering Report

## TASK 7.0 RECYCLED WATER USE PLANNING

### 7.1 Recycled Water Agreements

$>$ Assist the District with obtaining recycled water use agreements from two properties, to include:

- Rates for purchase of recycled water.
- Commitments to annual quantities demanded, in acre-feet per year.
- Recycled water delivery schedule and constraints.
- Water quality requirements and responsibilities for meeting associated regulatory requirements (e.g., water quality monitoring, signage and area of use, reporting to Division of Drinking Water, etc.).


## TASK 8.0 REGULATORY STRATEGY

### 8.1 RWQCB Coordination Meetings

$>$ Plan and facilitate up to six (6) meetings with the RWQCB Staff to:

- Inform RWQCB Staff about the project.
- Discuss project status.
- Establish action items and coordination needs.
- Discuss conditions of TSO as prepared under separate contract.


## Deliverables: Meeting Agendas and Meeting Minutes

## TASK 9.0 ENVIRONMENTAL REVIEW COORDINATION

The District's Environmental consultant, Dudek, will perform the required state and federal environmental review tasks for the Project.

### 9.1 As-needed Coordination for Environmental Review

$>$ Coordinate with the District's Environmental consultant to provide an updated project description and site layout exhibit. The level of effort for this task includes an assumed number of hours of asneeded coordination.

## TASK 10.0 PRE-PURCHASED EQUIPMENT

This task assumes the process for pre-purchased MBR and Headworks equipment for the Project will be confirmed as allowable by USDA following performance of Task 10.1 activities.

### 10.1 Confirmation of Compliance with Funding Source

$>$ Coordinate with USDA to confirm the pre-purchase agreements and process previously performed for the MBR and Headworks equipment comply with USDA's funding requirements.
$>$ Evaluate USDA's American Iron and Steel (AIS) requirements to determine if fabrication and supply of MBR and Headworks equipment is within AIS requirements.

### 10.2 MBR Equipment

> Provide Cloacina updated wastewater influent water quality and flow criteria, redundancy criteria, and performance requirements.
> Provide as-needed coordination with District and Cloacina to clarify revision of criteria.
$>$ Review design submittals and prepare submittal responses.

### 10.3 Headworks Equipment

$>$ Provide Duperon updated wastewater influent flow criteria, redundancy criteria, and performance requirements.
$>$ Provide as-needed coordination with District and Duperon to clarify revision of criteria.
> Review design submittals and prepare submittal responses.

### 10.4 Pre-Purchased Equipment Contracts

$>$ Assist District with re-negotiation of pre-purchase agreements with Cloacina and Duperon. This task assumes the contract will be issued by the District for pre-purchase of the equipment and be assigned to the selected construction Contractor.

Task 10.0 Assumptions
$>$ The MBR and Headworks equipment are the only equipment that will be pre-purchased.

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## TASK 11.0 BUILDING PROGRAMMING

### 11.1 Building Programming

> Assess building requirements (e.g., function, location and space) for administration, O\&M facilities, electrical and control systems, and liquid stream processes.
> Determine relationship of spaces and locations on site. Certain spaces may be required to be placed adjacent to others for ease of access and function. Site locations, access, and spacing will be determined in compliance with ADA, fire protection requirements, and hazardous materials containment.
> Determine size of spaces required based on typical public works standards and size of equipment to be housed. The size of operations and maintenance spaces will be sized as required to suit District's needs.
> Coordinate with District Staff with regard to work processes and spaces needed and availability of existing buildings that could be shared or modified.
> Develop space diagrams for separate work functions.
> Prepare block diagrams or bubble diagrams to model the spaces relative to adjacent spaces and the overall site layout.
> Based upon District's feedback, prepare a written program of space sizes and functions and prepare preliminary building floor plans, and site plans. These would be prepared for District's review at the Conceptual Design stage ( $10 \%$ Design).

## Deliverables: Building Program and Cost Estimates by Building

## TASK 12.0 DESIGN DOCUMENTS

### 12.1 Design Documents

> Prepare $30 \%$ design documents, including drawings, technical specification list, treatment process operational strategy, and an AACE Class 3 Engineer's Opinion of Probable Construction Cost.

## 30\% Deliverables:

- Design Drawings: One (1) 22" x 34" size set, two (2) 11" x 17" size sets, and one (1) electronic PDF copy
- Technical Specification List: One (1) electronic PDF copy
- Draft and Final Treatment Process Operational Strategy: One (1) letter size hard copy and one (1) electronic PDF copy
- AACE Class 3 Engineer's Opinion of Probable Construction Cost: One (1) electronic PDF copy
> Prepare 60\% design documents, including drawings, technical specifications, an AACE Class 2 Engineer's Opinion of Probable Construction Cost, and a preliminary construction schedule.


## 60\% Deliverables:

- Design Drawings: One (1) 22" x 34" size set, two (2) 11" x 17" size sets, and one (1) electronic PDF copy
- Technical Specifications: One (1) electronic PDF copy
- AACE Class 2 Engineer's Opinion of Probable Construction Cost: One (1) electronic PDF copy
- Preliminary Construction Schedule: Two (2) 11 " x 17" hard copies and one (1) electronic PDF copy


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> Prepare 90\% design documents, including drawings, technical specifications, an AACE Class 1 Engineer's Opinion of Probable Construction Cost, and a preliminary construction schedule.
$>$ Coordinate with District to align technical specifications with Front End and EJCDC documents.

## 90\% Deliverables:

- Design Drawings: One (1) 22" x 34" size set, two (2) 11 " x 17 " size sets, and one (1) electronic PDF copy
- Technical Specifications: One (1) electronic PDF copy
- AACE Class 1 Engineer's Opinion of Probable Construction Cost: One (1) electronic PDF copy
- Preliminary Construction Schedule: Two (2) 1 1" x 17 "' hard copies and one (1) electronic PDF copy
$>$ Prepare 100\% design (Bid documents), including drawings, technical specification list, an AACE Class 1 Engineer's Opinion of Probable Construction Cost, and a construction schedule.
$>$ Coordinate with USDA representatives for final plan set review of $100 \%$ design documents, including document transfer and control, distribution of supporting information, and as-needed coordination meetings via phone.
> Prepare comment log of USDA review comments for review by Consultant Team and the District.
$>$ Address USDA comments from design document review to prepare revised bid set documents.


## 100\% Design (Bid Document) Deliverables:

- Design Drawings: One (1) 22" x 34" size set, two (2) 1 1" x 17 " size sets, and one (1) electronic PDF copy
- Technical Specifications: One (1) electronic PDF copy
- AACE Class 1 Engineer's Opinion of Probable Construction Cost: One (1) electronic PDF copy
- Construction Schedule: Two (2) 11 " x 17 " hard copies and one (1) electronic PDF copy
$>$ Address USDA and District comments from reviews to prepare bid set documents.

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Bid Set Deliverables:
- Design Drawings: One (1) electronic PDF copy
- Technical Specifications: One (1) electronic PDF copy
- AACE Class 1 Engineer's Opinion of Probable Construction Cost: One (1) electronic PDF copy
- Construction Schedule: One (1) electronic PDF copy
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Task 12.0 Assumptions
$>$ Design drawings will be prepared in accordance with WSC's design standards, including CAD drafting styles, pen tables, title blocks, etc.
$>$ Technical specifications will be prepared in CSI Division 50 format and in accordance with WSC's technical specification and design standards.
$>$ Front End documents, including Procurement and Contracting Requirements and General Requirements, will be prepared by WSC using EJCDC documents as required by the USDA.
$>$ Design will comply with 2019 California Building Code requirements.
$>$ Payment of estimating and engineering fees to PG\&E is performed by the District.

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$>$ Special foundation systems (e.g., piers/piles) is not required and not included in this Scope of Work.
$>$ Bridge cranes and/or hoist systems are not included for any of the buildings.
$>$ Control panels and motor control centers are to be provided with the MBR and Headworks package systems. Design of new control panels and motor control centers for the MBR and Headworks package systems is not included.
$>$ Control system programming, SCADA design, and integration is provided by others.
See following pages for the Preliminary Sheet List.

SMCSD Machado WWTF Upgrade and Expansion Design
Preliminary Sheet List

| Sheet No. | Disc. ${ }^{2}$ | Drawing Title | 30\% | 60\% | 90\% | $\begin{gathered} 100 \% ~ \& ~ \\ \text { Bid Set } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| General Sheets |  |  |  |  |  |  |
| 1 | G | Title | X | X | X | X |
| 2 | G | Sheet Index 1 |  | X | X | X |
| 3 | G | Legend and Symbols | X | X | X | X |
| 4 | G | Abbreviations | X | X | X | X |
| 5 | G | Design Criteria | X | X | X | X |
| 6 | G | Hydraulic Profile | X | X | X | X |
| 7 | G | Process Flow Diagram | X | X | X | X |
| 8 | G | Pipe Schedule |  |  | X | X |
| 9 | G | Valve Schedule |  |  | X | X |
| 10 | G | County Standard Details 1 |  | X | X | X |
| 11 | G | County Standard Details 2 |  | X | X | X |
| 12 | C | Civil Details |  | X | X | X |
| 13 | C | Civil Details |  | X | X | X |
| 14 | C | Civil Notes 1 |  | X | X | X |
| 15 | C | Civil Notes 2 |  |  | X | X |
| 16 | M | Mechanical Details 1 |  | X | X | X |
| 17 | M | Mechanical Details 2 |  | X | X | X |
| 18 | M | Mechanical Details 3 |  |  | X | X |
| 19 | M | Mechanical Details 4 |  |  | X | X |
| 20 | S | Structural General Notes 1 | X | X | X | X |
| 21 | S | Structural General Notes 2 | X | X | X | X |
| 22 | S | General Notes, Special Inspection | X | X | X | X |
| 23 | S | General Notes, Legend, and Abbreviations | X | X | X | X |
| 24 | S | Standard Details - Concrete 1 | X | X | X | X |
| 25 | S | Standard Details - Concrete 2 |  | X | X | X |
| 26 | S | Standard Details - Miscellaneous Metals 1 | X | X | X | X |
| 27 | S | Standard Details - Miscellaneous Metals 2 |  | X | X | X |
| 28 | E | Electrical Symbols and Abbreviations | X | X | X | X |
| 29 | E | Electrical Installation Details - 1 |  | X | X | X |
| 30 | E | Electrical Installation Details - 2 |  | X | X | X |
| 31 | E | Electrical Single-Line Diagram | X | X | X | X |
| 32 | E | Electrical Equipment Elevations |  | X | X | X |
| 33 | E | Electrical Schematics - 1 |  | X | X | X |
| 34 | E | Electrical Schematics - 2 |  | X | X | X |
| 35 | F | Master Fire Protection Plan |  | X | X | X |
| 36 | A | Architectural Abbreviations and Symbols/Code Analysis | X | X | X | X |
| 37 | A | Architectural Site Improvements |  | X | X | X |
| 38 | A | Architectural ADA Accessible Routes |  | X | X | X |
| 39 | A | Architectural California Green Requirements | X | X | X | X |
| 40 | A | Architectural California Green Requirements | X | X | X | X |

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| Sheet <br> No. | Disc. ${ }^{2}$ | Drawing Title | $\mathbf{3 0 \%}$ | $\mathbf{6 0 \%} \mathbf{9 0 \%}$ |  <br> Bid Set |  |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 41 | A | Architectural Details |  | X | X | X |
| 42 | A | Architectural Details |  | X | X | X |
| 43 | A | Architectural Details |  | X | X | X |
| 44 | M | Mechanical Abbreviations \& Symbols | X | X | X | X |
| 45 | M | Title 24 | X | X | X | X |
| 46 | M | Title 24 | X | X | X | X |
| 47 | M | Mechanical Details |  | X | X | X |
| 48 | M | Mechanical Pipe Hangers |  | X | X | X |
| 49 | M | Plumbing Details |  | X | X | X |

## Site Sheets

| 50 | C | Site Plan | X | X | X | X |
| :---: | :--- | :--- | :---: | :---: | :---: | :---: |
| 51 | C | Existing Site Conditions | X | X | X | X |
| 52 | C | Yard Piping Key Map |  | X | X | X |
| 53 | C | Yard Piping Plan 1 | X | X | X | X |
| 54 | C | Yard Piping Plan 2 | X |  | X | X |
| 55 | C | Site Grading and Paving 1 | X | X | X | X |
| 56 | C | Site Grading and Paving 2 |  | X | X | X |
| 57 | C | Site Grading and Paving 3 |  |  | X | X |
| 58 | C | Erosion Control Plan |  |  | X | X |
| 59 | C | Site Sections |  | X | X | X |
| 60 | C | Site Control |  | X | X | X |
| 61 | E | Electrical Site Plan | X | X | X | X |
| 62 | E | Site Grounding Schematic |  | X | X | X |

## Headworks

| 63 | M | Headworks Plan | X | X | X | X |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 64 | M | Headworks Channel Covers and Drainage Plan |  |  | X | X |
| 65 | M | Headworks Section 1 |  | X | X | X |
| 66 | M | Headworks Section 2 |  |  | X | X |
| 67 | M | Headworks Section 3 |  |  | X | X |
| 68 | M | Headworks Details 1 |  | X | X | X |
| 69 | M | Headworks Details 2 |  |  | X | X |
| 70 | M | Headworks Details 3 |  |  | X | X |
| 71 | S | Headworks Foundation Plan | X | X | X | X |
| 72 | S | Headworks Top Plan |  | X | X | X |
| 73 | S | Headworks Sections I |  | X | X | X |
| 74 | S | Headworks Sections II |  | X | X | X |
| 75 | S | Headworks Sections and Details |  | X | X | X |
| 76 | E | Headworks Area Electrical \& Lighting Plan | X | X | X | X |
| Influent Pump Station |  |  |  |  |  |  |
| 77 | M | Influent Pump Station Plan | X | X | X | X |
| 78 | M | Influent Pump Station Sections | X | X | X | X |
| 79 | M | Influent Pump Station Details |  |  | X | X |
| 80 | E | Influent Pump Station Electrical Plan | X | X | X | X |

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| Sheet <br> No. | Disc. ${ }^{2}$ | Drawing Title |  |  |  |  |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 81 | E | Influent Pump Station Lighting Plan | $60 \%$ | $90 \%$ | Bid Set |  |

## Equalization Basin

| 82 | C | Equalization Basin Plan | X | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 83 | C | Equalization Basin Sections | X | X | X | X |
| 84 | C | Equalization Basin Details |  |  | X | X |
| 85 | C | Equalization Basin Pump Station Plan |  | X | X | X |
| 86 | C | Equalization Pump Station Section and Details |  |  | X | X |
| 87 | E | Equalization Basin Electrical and Lighting Plan |  | X | X | X |

MBR

| 88 | M | MBR Piping Connection Plan | X | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 89 | M | MBR Piping Connection Sections |  | X | X | X |
| 90 | M | MBR Piping Connection Details |  | $X$ | $X$ | $X$ |
| 91 | E | MBR Package System Electrical Plan |  | X | X | X |
| 92 | E | MBR Package System Lighting Plan |  | X | X | X |

## Dewatering

| 93 | M | Dewatering Piping Connection Plan | X | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 94 | E | Dewatering Area Electrical \& Lighting Plan |  | X | X | X |
| 95 | A | Dewatering Building Canopy Floor and Roof Plans |  | X | X | X |
| 96 | A | Dewatering Building Canopy Elevations |  | X | X | X |
| 97 | A | Dewatering Building Canopy Sections |  | X | X | X |

## UV Disinfection

| 98 | M | UV Disinfection Piping Connection Plan | X | X | X | X |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MBR Chemical Storage Area |  |  |  |  |  |  |
| 99 | M | MBR Chemical Storage Area Plan | X | X | X | X |
| 100 | M | MBR Chemical Storage Area Sections 1 |  | X | X | X |
| 101 | M | MBR Chemical Storage Area Sections 2 |  | X | X | X |
| 102 | M | MBR Chemical Storage Area Isometric Plan |  | X | X | X |
| 103 | E | MBR Chemical Storage Area Electrical Plan |  | X | X | X |
| 104 | A | MBR Chemical Storage Area Canopy Floor and Roof Plans |  | X | X | X |
| 105 | A | MBR Chemical Storage Area Canopy Elevations |  | X | X | X |
| 106 | A | MBR Chemical Storage Area Canopy Sections |  | X | X | X |

## Chemical Storage Area

| 107 | M | Chemical Storage Area Plan | X | X | X | X |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 108 | M | Chemical Storage Area Sections 1 |  | X | X | X |
| 109 | M | Chemical Storage Area Sections 2 |  |  | X | X |
| 110 | M | Chemical Storage Area Isometric Plan |  | X | X | X |
| 111 | S | Chemical Storage Facility Foundation Plan | X | X | X | X |
| 112 | S | Chemical Storage Facility Sections I |  | X | X | X |
| 113 | S | Chemical Storage Facility Sections II |  | X | X | X |
| 114 | S | Chemical Storage Facility Sections and Details |  | X | X | X |
| 115 | A | Chemical Building Canopy Floor and Roof Plans |  | X | X | X |
| 116 | A | Chemical Building Canopy Elevations |  | X | X | X |
| 117 | A | Chemical Building Canopy Sections |  | X | X | X |

## SMCSD Machado WWTF Upgrade and Expansion Design

| Sheet No. | Disc. ${ }^{2}$ | Drawing Title | 30\% | 60\% | 90\% | $\begin{gathered} 100 \% ~ \& ~ \\ \text { Bid Set } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 118 | E | Chemical Storage Area Electrical and Lighting Plan |  | X | X | X |
| Effluent \& 3W Pump Station and Storage |  |  |  |  |  |  |
| 119 | M | Effluent \& 3W Pump Station Plan | X | X | X | X |
| 120 | M | Effluent \& 3W Pump Station Sections 1 |  | X | X | X |
| 121 | M | Effluent \& 3W Pump Station Sections 2 |  |  | X | X |
| 122 | M | Effluent \& 3W Pump Station Details |  | X | X | X |
| 123 | M | 3W Pump Station and Storage Plan |  |  | X | X |
| 124 | M | 3W Pump Station and Storage Details |  | X | X | X |
| 125 | E | Effluent \& 3W Pump Station Electrical Plan |  | X | X | X |
| 126 | E | Effluent \& 3W Pump Station Lighting Plan |  | X | X | X |

## Operations Building

| 127 | S | Operations Building Foundation Plan | X | X | X | X |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 128 | S | Operations Building Sections |  | X | X | X |
| 129 | S | Operations Building Sections and Details |  |  | X | X |
| 130 | E | Operations Building Electrical Plan |  | X | X | X |
| 131 | E | Operations Building Lighting Plan |  |  | X | X |
| 132 | A | Operations Building Floor Plan | X | X | X | X |
| 133 | A | Operations Building Elevations |  | X | X | X |
| 134 | A | Operations Building Roof Plan and Sections |  | X | X | X |
| 135 | A | Operations Building Wall Sections |  | X | X | X |
| 136 | A | Operations Building Wall Sections |  | X | X | X |
| 137 | A | Operations Building Interior Elevations |  | X | X | X |
| 138 | A | Operations Building Interior Elevations |  | X | X | X |
| 139 | A | Operations Building Reflected Ceiling Plan |  | X | X | X |
| 140 | A | Operations Building Schedules |  | X | X | X |
| 141 | A | Operations Building Door and Window Details |  | X | X | X |
| 142 | M | Operations Building HVAC Plan | X | X | X | X |
| 143 | M | Operations Building Mechanical Room |  | X | X | X |
| 144 | M | Operations Building Mechanical Sections |  | X | X | X |
| 145 | M | Operations Building Balancing Plan |  | X | X | X |
| 146 | M | Operations Building Plumbing Plan | X | X | X | X |
| 147 | M | Operations Building Plumbing Schematics |  | X | X | X |

Maintenance \& Electrical Building

| 148 | S | Maintenance \& Electrical Building Foundation Plan | X | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 149 | S | Maintenance \& Electrical Building Sections |  | X | X | X |
| 150 | S | Maintenance \& Electrical Building Sections and Details |  |  | X | X |
| 151 | E | Electrical Room Electrical Plan | X | X | X | X |
| 152 | E | Maintenance \& Electrical Building Electrical and Lighting Plan 1 |  | X | X | X |
| 153 | E | Maintenance \& Electrical Building Electrical and Lighting Plan 2 |  | X | X | X |
| 154 | A | Maintenance \& Electrical Building Floor Plan | X | X | X | X |
| 155 | A | Maintenance \& Electrical Building Elevations |  | X | X | X |
| 156 | A | Maintenance \& Electrical Building Roof Plan and Sections |  | X | X | X |
| 157 | A | Maintenance \& Electrical Building Wall Sections |  | X | X | X |

## SMCSD Machado WWTF Upgrade and Expansion Design

| Sheet <br> No. | Disc. ${ }^{2}$ | Drawing Title | $\mathbf{3 0 \%}$ | $\mathbf{6 0 \%}$ | $\mathbf{9 0 \%}$ |  <br> Bid Set |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 158 | A | Maintenance \& Electrical Building Interior Elevations |  | X | X | X |
| 159 | A | Maintenance \& Electrical Building Schedules |  | X | X | X |
| 160 | M | Maintenance \& Electrical Building HVAC Plan | X | X | X | X |
| 161 | M | Maintenance \& Electrical Building Mechanical Sections |  | X | X | X |
| 162 | M | Maintenance \& Electrical Building Plumbing Plan |  | X | X | X |
| 163 | M | Maintenance \& Electrical Building Plumbing Schematics |  | X | X | X |

Standby Generator

| 164 | S | Generator Plan and Sections |  | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| Relocated Shop Building |  |  |  |  |  |  |
| 165 | S | Relocated Shop Building Foundation Plan and Sections | X | X | X | X |
| 166 | S | Relocated Shop Building Sections and Details | X | X | X |  |


| Relocated Equine Cover |  |  |  |  |  |  |  |
| :---: | :---: | :--- | :--- | :---: | :---: | :---: | :---: |
| 167 | S | Relocated Equine Cover Foundation Plan and Sections | X | X | X |  |  |
| 168 | S | Relocated Equine Cover Section and Details |  | X | X | X |  |

## Retaining Walls

| 169 | S | Retaining Walls Sections and Details |  | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| Instrumentation |  | X | X | X | X |  |
| 170 | I | Instrumentation Symbols and Abbreviations |  | X | X | X |
| 171 | I | Instrumentation Installation Details | X | X | X | X |
| 172 | I | Plant Influent P\&ID | X | X | X | X |
| 173 | I | Plant Effluent P\&ID | X | X | X | X |
| 174 | I | Headworks P\&ID | X | X | X | X |
| 175 | I | Chemical Starage Area P\&ID | X | X | X | X |
| 176 | I | Equalization Basin P\&ID | X | X | X | X |
| 177 | I | MBR Chemical Storage Area P\&ID |  | X | X | X |
| 178 | I | Misc. Systems P\&ID |  | X | X | X |
| 179 | I | Control Panel Schematic |  | X | X | X |
| 180 | I | Plant Network Architecture Diagram |  |  |  |  |

Landscaping

| 181 | L | Landscape Planting Plan |  | X | X | X |
| :---: | :---: | :--- | :---: | :---: | :---: | :---: |
| 182 | L | Landscape Irrigation Plan |  | X | X | X |
| 183 | L | Landscape Details |  |  | X | X |
| 184 | L | Landscape Details |  |  | X | X |

## Notes:

${ }^{1}$ Sheet list is representative of the level of effort used as the basis for the design fee; however, the sheet list is preliminary and could change.
${ }^{2}$ Disciplines: A: Architectural; C: Civil; E: Electrical; G: General; I: Instrumentation; L: Landscaping; M: Mechanical; S: Structural

## Scope of Work Assumptions

$>$ Analysis of collection system pipelines and lift stations located outside the WWTF fence line are not included in the Scope of Work.
> San Miguel Fire Department will permit fire protection systems at the WWTF.
$>$ Recently updated 100 -year and 500 -year flood zone maps will be relied on for siting the facility and grading the plant site. Additional flood studies are not included.
$>$ Permitting support for the following permits is not included in this scope and is assumed to be contracted through WSC's District Engineer contract due to the unknown level of effort associated with each:

- San Luis Obispo County Building and Grading Permit
- San Luis Obispo Air Pollution Control District Permitting Support for a Permit to Operate and Authority to Construct Permit.
- Support for Conditional Use Permit updates and applications.
- Support for County Environmental Health permits related to chemical storage and use.


## Optional Tasks

## OPTIONAL TASK 1.0 TITLE 22 ENGINEERING REPORT

### 01.1 Prepare Title 22 Engineering Report

$>$ Prepare a Title 22 Engineering Report to meet the requirements of the State Water Resources Control Board and Division of Drinking Water for production, delivery, and use of recycled water.

## Optional Task 1.0 Assumptions

$>$ Title 22 Engineering Reports are not required for use of process water (i.e., 3 W ) within the WWTF property.

## OPTIONAL TASK 2.0 SUPPLEMENTAL FIELD INVESTIGATION

## O2.1 Supplemental Field Investigation: Liquefaction

$>$ If liquefaction potential at the Project Site is identified as part of the Work performed under Task 5.0, perform supplemental fieldwork, which may include CPT testing, to better understand the liquefaction hazard and potential consequences as related to the proposed Project elements.

Preliminary Design Service Cash Flow Projections



[^0]:    Robert Roberson, Interim General Manager

[^1]:    40 WASTEWATER DEPARTMENT

[^2]:    0 SOLID WASTE DEPARTMENT
    6000 SOLID WASTE

[^3]:    ${ }^{1}$ Cal. Const., art. 13D, § 2.
    ${ }^{2}$ Cal. Const., art. 13D, § 6(c). \{CW112870.3\}

[^4]:    RECOMMENDATION:
    Extend Employment of Interim General Manager/Fire Chief Rob Roberson by Exercising Option Within His Current Employment Agreement.

