



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

John Green, Director
 Anthony Kalvans, Vic-President

Ashley Sangster, President
 Hector Palafox, Director
 Joseph Parent, Director

THURSDAY, JANUARY 23, 2020
6:30 P.M. Closed Session 7:00 P.M. Opened Session
BOARD OF DIRECTORS REGULAR MEETING AGENDA

SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451

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

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

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

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcspd.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. **Pledge of Allegiance:**
- III. **Roll Call:** *Green* ___ *Parent* ___ *Palafox* ___ *Kalvans* ___ *Sangster* ___
- IV. **Approval of Regular Meeting Agenda:**

M _____ S _____ V _____

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

A. CLOSED SESSION AGENDA:

- 1. **CONFERENCE WITH LABOR NEGOTIATORS**
 Agency designated representatives: Interim General Manager and District General Counsel
 Employee organization: San Miguel Employees’ Association
- 2. **CONFERENCE WITH DISTRICT GENERAL COUNSEL—ANTICIPATED LITIGATION**
 Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9
- 3. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
 Initiation of Litigation pursuant to § 54956.9(c):

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

- 1. Report out of closed session by District General Counsel Seikaly

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

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

VIII. **Special Presentations/Public Hearings/Other:** None

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------|
| 1. | San Luis Obispo County Sheriff (Commander J. Donovan) | No Report |
| 2. | San Luis Obispo County Board of Supervisors | No Report |
| 3. | San Luis Obispo County Planning and/or Public Works | No Report |
| 4. | San Miguel Area Advisory Council | No Report |
| 5. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report |

District Staff & Committee Reports:

- | | | | |
|----|-------------------------|----------------|--------|
| 6. | Interim General Manager | (Mr. Roberson) | Verbal |
|----|-------------------------|----------------|--------|

- 7. District General Counsel (Mr. White) Verbal
- 8. District Engineer (Dr. Reely) Report Attached
- 9. Director of Utilities (Mr. Dodds) Report Attached
- 10. Fire Chief (Chief Roberson) Report Attached

X. CONSENT CALENDAR:

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

1. Review and Approve Board Meeting Minutes

- a) 12-12-2019 2nd Functional Space Work Session Board Meeting
- b) 12-19-2019 Regular Board Meeting

2. Review and Approve Resolution 2020-01 the San Miguel Community Services District Board Members' Handbook (11/2019)

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for December 2019 (Freeman)

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

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

M_____ S_____ V_____

2. Review and Approve Resolution 2020-02 awarding a 5-year contract with Monsoon Consultants to continue providing services as District Engineer. (Dodds)

Recommendation: Approve Resolution 2020-02 awarding a 5-year contract with Monsoon Consultants.

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

M_____ S_____ V_____

3. Discuss and approve Resolution 2020-03 authorizing the Director of Utilities to contract with DE Construction to make repairs to the liner in pond 2 at the Wastewater Treatment Facility at an

estimated cost of \$8,500 and authorize a budget increase in an amount of \$8,500 to WWTP Maintenance. (Dodds)

Funded by: Wastewater Department (40-582)

Recommendation: Approve Resolution 2020-03 authorizing the Director of Utilities to contract with DE Construction to make repairs to the liner in pond 2 at the WWTF.

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

M_____ S_____ V_____

- 4. Discuss and approve Resolution 2020-04 authorize the Director of Utilities to purchase a replacement motor for pond 1 in an amount of \$8,736.00 including tax and shipping and authorize a budget increase in the same amount to WWTP Maintenance. (Dodds)**

Funded by: Wastewater Department (40-582)

Recommendation: Approve Resolution 2020-04 authorize the Director of Utilities to purchase a replacement motor for pond 1 in an amount of \$8,736.00 including tax and shipping.

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

M_____ S_____ V_____

- 5. 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)

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

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

Public Comments: (Hear public comments)

- 7. Discuss and provide Direction on Land Tax speaker Rick Rybeck.**

Recommendation: Discuss, consider, and provide direction regarding bringing Rick Rybeck to San Miguel.

Public Comments: (Hear public comments)

- 8. **Adopt Resolution 2020-05 approving the Memorandum of Understanding between the San Miguel Employee’s Association Confidential and Non-Confidential Units and the San Miguel Community Services District for the period of February 1, 2020 through January 31, 2023 and approve a 2019-2020 budget amendment.**

Recommendation: Adopt Resolution 2020-05 approving MOU between the San Miguel Employee’s Association Confidential and Non-Confidential Units and the San Miguel Community Services District

Public Comments: (Hear public comments)

XII. BOARD COMMENT:

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

XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 02-27-2020

ATTEST:

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

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSD office on January 16th, 2020

Date:

Rob Roberson, Fire Chief/Interim General Manager

Ashley Sangster, District Board President

Tamara Parent, Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

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

SAN MIGUEL COMMUNITY SERVICES DISTRICT

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

BOARD OF DIRECTORS

Ashley Sangster, President
Anthony Kalvans, Vice President
John Green
Joe Parent
Hector Palafox

Re: DISTRICT ENGINEER REPORT - JANUARY 2020

Gentlemen:

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

OVERVIEW

The District produced approximately 5.7 MGAL (7,667 CCF) of water during the month of December 2019. This represents a decrease of approximately 25% from the prior month. Several punctures were discovered in the WWTP Pond #2 HDPE liner prior to the end of 2019. The Director of Utilities has drained the pond and assessed the damage. He has received cost proposals from qualified contractors to make the necessary repairs and will award a contract to make the necessary repairs in early 2020. No other significant issues were encountered in the District's infrastructure during the previous month.

MEETING PARTICIPATION

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

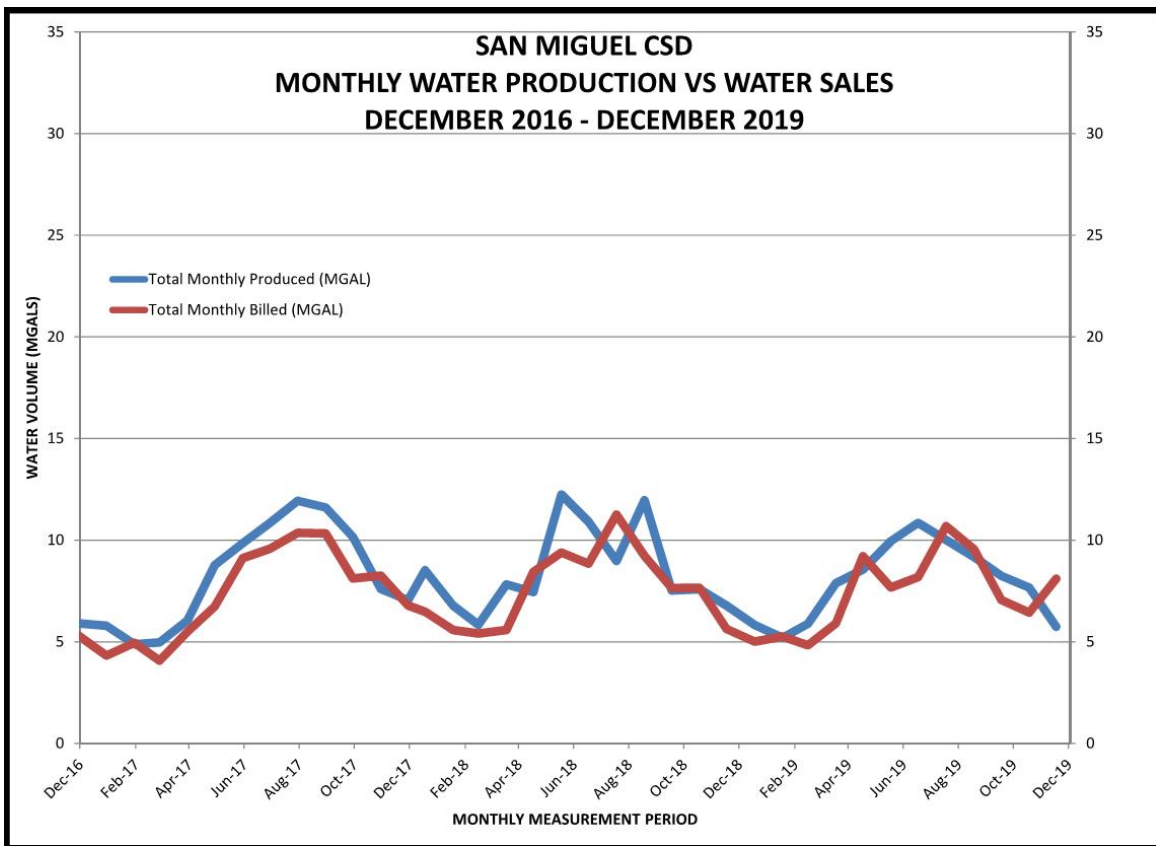
1. December 20, 2019: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff and the consultant team that is working on the GSP Annual Report.
2. December 20, 2019: The DE met with representatives of the MBR Manufacturer, Cloacina, to discuss system design parameters and contract procurement / delivery alternatives.

CIVIL ENGINEERING / HYDROLOGY

3. January 10, 2020: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff and the consultant team that is working on the GSP Annual Report.
4. January 10, 2020: The DE and the Director of Utilities met with representatives from the USDA to tour the WWTP facility and discuss financing alternatives for the project.
5. January 15, 2020: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff to discuss finalization of the GSP and the uploading process to the DWR web portal.

WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 36-months.



CAPITAL IMPROVEMENT PROGRAM

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

1. WWTP Aeration System Upgrade: Conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project. The DE and the Director of Utilities are planning to meet with the County and PG&E representatives in early 2020 to further explore this option.

- 2. Wastewater Treatment Plant Renovation / Upgrade Design Phase: The District has received and executed an agreement with the DWR Waterboard for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. The Board approved an agreement with Monsoon Consultants to provide project management and design services for this project at their October 2019 Board meeting. On January 10, 2020, the DE and the Director of Utilities met with representatives of the USDA to discuss the project and potential financing terms.
- 3. 10th & 11th Street Waterline Replacement Project: The District has been awarded a \$350,000 CDBG grant for partial funding of this project. The project has been designed and plans / bidding documents are being updated for bid advertisement in early 2020. The Director of Utilities has received bids from several environmental firms for the Kit Fox survey that is required prior to construction and has issued a Notice to Proceed to H.T. Harvey & Associates to perform the survey. The DE has prepared, and the Director of Utilities has submitted, the encroachment permit application for the work to be performed in the UPRR right-of-way. The DE is in the process of preparing the application for work to be performed in the Caltrans right-of-way.

DEVELOPMENT

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

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has either been completed or is underway on 40 homes. In addition, construction of 20 new homes has either been completed or been started in the portion of the development that was acquired by Nino Development. All lots in this Tract have finished homes or homes that are under construction. There are no additional vacant lots.
- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction is anticipated to begin by Nino Development immediately after the ongoing work in Tract 2527 has been completed.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The Montgomery & Associates (M&A) GSP Consultant Team has completed the FINAL Paso Robles Groundwater Basin GSP. The Board approved and adopted the 2019 Groundwater Sustainability Plan (GSP) for the Salinas Valley – Paso Robles Area (“Paso Basin”) at the November 21, 2019 GSA meeting. The County of San Luis Obispo, City of Paso Robles and the Shandon San Juan Water District have also approved and adopted the GSP prior to end of 2019. The M&A Consultant Team are scheduled to upload the GSP to the DWR web portal prior to January 31, 2020.

The GSI Water Solutions, Inc (GSI). Consultant Team was retained to prepare the GSP 1st Annual Report, which is due to be filed with the DWR by April 1, 2020. The GSI Consultant Team has completed the initial DRAFT of the report and are in the process of

incorporating proposed revisions and comments that have been provided by the GSA Cooperative Committee staff.

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

Respectfully Submitted,
MONSOON CONSULTANTS

Blaine T. Reely

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

January 16, 2020
Date



San Miguel Community Services District

UTILITY STATUS REPORT

12-12-19 Thru 1-16-20

AGENDA ITEM# IX.9

Well Status:

- Well 4 is fully operational - Well Level 82 12-21-19
- Well 3 is fully operational - Well Level 110 12-21-19
- SLT well is in service – Well Level

Water System status:

Water leaks this month:0 This year: 16

Water related calls through the alarm company after hours this month: 0 this Year: 7

- On 12/16/19 Well three had another failure, the pump and motor were pulled on 1/10 and a fault was found in the wire. The wire was repaired and tested and the well put back in service.

Sewer System status:

Sewer overflows this month: 0 this year: 0

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

WWTF status:

- As discussed at the last Board meeting the aerator in Pond 1 has failed.
- Pond 2's liner is damaged and needs to be repaired immediately.
 - SWRCB has been notified and staff is working with them to make repairs in compliance with their recommendations.

State Water Resources Control Board (SWRCB):

- Nothing new to report

Lighting status:

- Working with PGE Rep to get remainder of the PGE owned street lights converted to LED.
- Working on converting decorative street lights on mission to LED, a replacement bulb and configuration has been found and is being tried. Overall project cost will be significantly cheaper than previous estimates.

Solid Waste:

- Working with IWMA on specifics for the HHW site and IWMA funding for the site.
- Staff is currently working on revising the District Solid Waste Ordinance.

Project status:

- Working with PGE and Energy Watch to look at potential options to upgrade well pumps and controls to be more energy efficient.

- Working with San Miguel Chamber to get repairs made to the irrigation along Mission street.

Board requested information:

- Currently working on updating the inventory of tools and materials at the WWTF and Wells. Once complete we will be auditing the existing inventory and updating our photographic records of all inventoried items.
- Currently updating SOPs for Water and Wastewater field operations

Community Development Block Grant (CDBG)

- Working with the County on preliminary paperwork for CDBG funding to replace water lines on 10th and 11th streets (initial meeting 7/18/19)
- Met with the County regarding the FY 19-20 grant cycle to apply for funding for the WWTF expansion. The Districts application for funding in this round was not selected

WWTP expansion and Aerator Upgrade

- See additional agenda item(s) for ongoing information

“N” St Property Acquisition:

- The County provided notice to the district of its intent to sell the N st properties at fair market value.

SLO County in San Miguel:

- County provided their 5 year overlay and sealing plan. The District will be working on making known repairs in the effected areas ahead of the scheduled overlays and sealing.
- The County has a contract to repair and replace sections of the sidewalk between 11th and 14th on Mission Street
- County Planning has a CalPoly Intern who will be doing a project regarding water conservation in San Miguel. She will be working with the District to develop outreach customers to help them learn how to save water through retrofits and other changes. Updates will be provided to the Board as needed.

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. There are numerous on/off ramp closures (7-2019)

Rain in San Miguel:

<u>2018</u>	<u>9”</u>
<u>2019</u>	<u>12.5”</u>

Kelly Dodds

Kelly Dodds

Director of Utilities

Date: January 17th 2020

San Miguel Community Services District Board of Directors Meeting



Staff Report

January 23rd, 2020

AGENDA ITEM: IX 10

SUBJECT: Fire Chief & Asst Fire Chief Report for December 2019

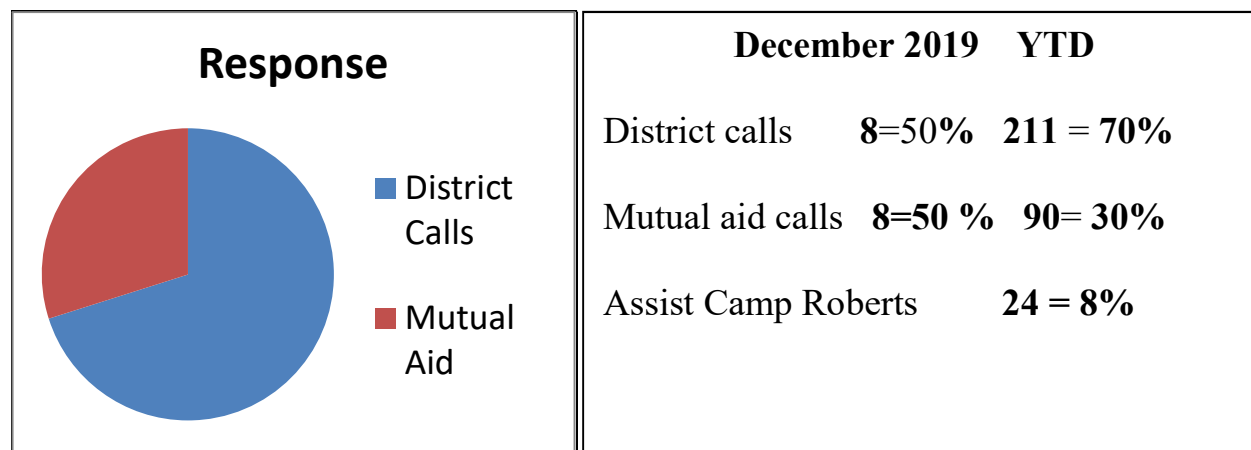
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

- Total Incidents for December 2019 **16**
- Average Calls for per 12 Months in 2019 25
- Total calls for the year to date **301**

Emergency Response Man Hours in December = 29	Total	729
Stand-By Man Hours for December = 11		<u>224</u>
	Total hr.	953

Emergency Response Man Hours = 1.8 hr. Per call for December		2.4 Per call for the year
Stand-By Average per Call = .7	Per call for, December	.7 Per call for the year



Finances:**Equipment:**

9 New Zoll AEDs are in service

Activities:**December**

<u>Date</u>	<u>Subject matter</u>	
3	Auto Extrication/ Patient Removal/ Assessment	
10	Christmas Dinner	
17	No Drill	
24	Christmas	
31	New Year Eve	
<u>Date</u>	<u>Other activities</u>	<u>Time</u>
10	Christmas Dinner	
21	Christmas Parade Paso Robles	

January

<u>Date</u>	<u>Subject matter</u>
7	Medical Equipment Checkouts
14	Fire Training Grounds
21	Annual Physical Agility
28	Association Meeting

Information:

- Fire Prevention Report Attached.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2019 MILEAGE / FUEL REPORT

IX-10

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	119	18.9	58	12.8	94	16.8	50	12.2	68	17	99	24.3	488	102	4.8
E-8687	60	10.6	37	18.5	16	0	18	0	86	34.6	352	74.8	569	138.5	4.1
E-8668	36	0	40	14.2	32	8.2	41	0	84.2	19.9	70.5	16.8	303.7	59.1	5.1
6 Month Total												1360.7	299.6	4.5	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	129	0	115	0	192	27.5	115	10	22.3	0	573.3	37.5	15.3
C-8601	532	33	502	31	434	24	360	22	1386	80.1	403	67.6	3617	257.7	14.0
C-8600	341	35.5	378	15.2	306	17.8	701	50.3	554.5	56.62	730.2	49.17	3010.7	224.6	13.4
6 Month Total												7201	519.8	13.9	

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	53	0	33	18	67	15.3	51	12	32	0	43	9	767	156.3	4.8
E-8687	73	14	26	24	43	14	94	21	24	7	62	15	891	233.5	4.0
E-8668	15	0	84	0	29	17	16	0	57	11	8	0	512.7	87.1	5.5
6 Month Total												2170.7	476.9	4.6	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	407	26	121	0	17	15.3	190	20	343	20	67	10	1718.3	128.8	14.3
C-8601	720	25.1	386	31.66	525	69.4	469	26	174	30.3	218	15	6109	455.2	13.7
C-8600	361	39.8	204	15	191	0	171	19	283	20.6	422	29	4642.7	348	13.3
6 Month Total												12470	932	13.4	

YTD 2016 Total	mi.	gal.	Avg. MPG
Diesel	3531.4	476.9	7.4
Gas	12470	932	13.4

Call per time of day and day of the week 2019

	After Hours		CSD Work Hours													Off Hours										
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
Sunday	2	2	1		1	2	2	2	2	3	4		3	4		3	1	5	2	3	1	1	2	1	47	15%
Monday	1				3	1	1	2	1	6	9	6	2	3	5	5	2	1	2	2	3			1	56	18%
Tuesday	1	3	2		1	1		5	1	1	5		5	3	7	3		1	1	2			2		44	15%
Wednesday	1			1		1		1	3	1	4		5	5	2	3	1	3	2	1	3	2			39	13%
Thursday	2	2			2			2	3		3	2	4	4	2	3	2	2	1	2					36	13%
Friday				1	1	1	2	1	2	3	5	5	3	1	1	1	1	3	2	3	2		3		41	13%
Saturday	3	2				1		1	2	2	2	2	1	4	2	2	2	3		3	2	1	3	38	13%	
Hour Total	10	9	3	2	5	8	6	5	17	14	22	24	21	22	17	23	16	17	13	11	15	8	8	5	301	
	3%	3%	1%	1%	2%	2%	2%	2%	5%	4%	7%	8%	7%	7%	5%	8%	3%	5%	4%	3%	5%	2%	2%	1%		

Total calls during CSD Work Hours 128 43%

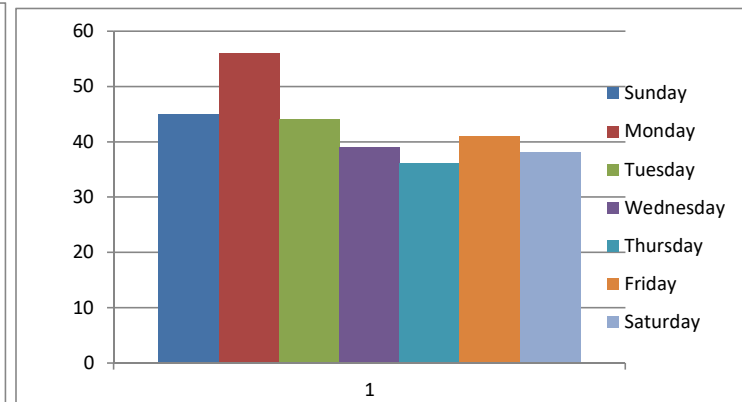
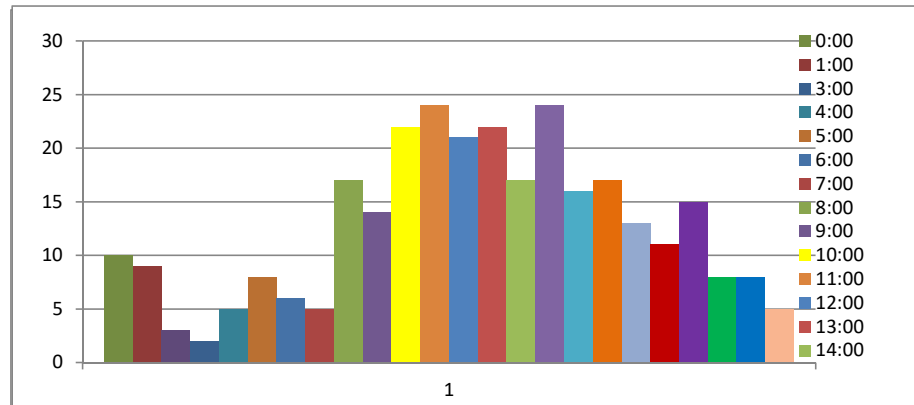
Total calls during Off time and weekends 173 57%

8am to 8pm 190 63%

After Hours calls 22:00 to 06:00 50 16%

Total Weekend Calls 85 28%

Total Calls Monday thru Friday 216 72%





	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL		
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	
Structure Fires	1	0	0	0	0	0	0	0	0	1	1	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2	3
Veg. Fires	0	0	0	0	0	0	0	0	1	0	1	12	1	2	0	2	1	3	0	2	0	1	0	0	0	4	22
Vehicle Fires	0	2	0	0	0	0	1	0	1	1	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	4	4
Misc. Fires	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	0
Illegal Burning	1	0	1	0	1	0	2	0	0	0	0	0	2	0	0	0	1	0	0	0	0	0	0	1	0	9	0
Vehicle Accidents	0	2	3	1	2	6	0	2	3	2	0	2	1	2	0	3	1	0	2	2	2	0	1	3	15	22	
False Alarms	2	0	5	0	1	0	4	0	1	0	1	0	0	0	0	0	1	0	1	0	2	0	0	0	18	0	
Hazardous Condition	0	0	1	0	0	0	0	0	2	0	0	0	0	0	2	0	1	0	1	0	0	0	0	0	0	7	0
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pub.Svc.Asst.	0	0	0	0	4	0	5	0	3	0	4	0	0	0	0	0	0	0	2	0	1	1	2	0	21	1	
Medical Aids	11	1	6	2	17	1	15	2	7	3	10	13	7	0	10	3	19	4	12	0	11	0	4	5	129	34	
Call TOTALS	15	5	16	3	25	7	27	4	19	7	17	29	12	4	14	9	24	8	18	4	16	2	8	8	211	90	
	20		19		32		31		26		46		16		23		32		22		18		16		301		
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	5	0	3	0	15	0	3	0	7	0	25	1	2	2	8	1	7	1	4	0	2	0	6	2	94		
Camp Bob Asst.	1		0		1		0		9		8		2		3		0		0		0		0		24		
Average Calls Per	<i>Month</i>		23.6	<i>Day</i>	0.7	<i>SLO Co. MA</i>					87	<i>Montrey Co. MA</i>					7	CPR TOTAL					0				

San Miguel Fire Department

San Miguel, CA

This report was generated on 1/13/2020 3:04:04 PM



18

Daily Log Items for Personnel for Date Range

Personnel: Young, Scott P | Sort By: Activity Code | Start Date: 12/01/2019 | End Date: 12/31/2019

START	END	LOG ITEM TYPE	APP.	NOTES	HOURS
Personnel: Young, Scott P					Grand Total: 452.37
Activity Code: Alarm - Alarm Response					
12/2/2019 17:48:00	12/2/2019 18:03:00	INCIDENT	E8687	Incident 2019-286 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 560 12th ST 12	0.25
Activity Code: Alarm - Alarm Response					
12/2/2019 21:26:00	12/2/2019 21:45:00	INCIDENT	E8668	Incident 2019-287 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 255 11th ST	0.32
Activity Code: Alarm - Alarm Response					
12/8/2019 23:54:00	12/9/2019 00:20:00	INCIDENT	E8687	Incident 2019-288 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 10255 Mission Almond WAY	0.43
Activity Code: Alarm - Alarm Response					
12/9/2019 09:14:00	12/9/2019 09:40:00	INCIDENT	E8687	Incident 2019-289 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 7325 Monterey RD	0.43
Activity Code: Alarm - Alarm Response					
12/11/2019 08:21:00	12/11/2019 08:52:00	INCIDENT	E8687	Incident 2019-290 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 7280 Cross Canyons RD	0.52
Activity Code: Alarm - Alarm Response					
12/13/2019 05:57:00	12/13/2019 06:10:00	INCIDENT	E8696	Incident 2019-291 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to S Highway 101 HWY	0.22
Activity Code: Alarm - Alarm Response					
12/15/2019 10:09:00	12/15/2019 10:23:00	INCIDENT	E8696	Incident 2019-292 - Motor vehicle accident with injuries: Apparatus E8696 responded to 6800 N River RD	0.23
Activity Code: Alarm - Alarm Response					
12/16/2019 12:10:00	12/16/2019 12:50:00	INCIDENT	8601	Incident 2019-293 - Outside rubbish fire, other: Apparatus 8601 responded to 8465 Mission Lane	0.67
Activity Code: Alarm - Alarm Response					
12/16/2019 20:09:00	12/16/2019 20:37:00	INCIDENT	E8687	Incident 2019-294 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 8635 N River RD	0.47
Activity Code: Alarm - Alarm Response					
12/21/2019 16:26:00	12/21/2019 16:38:00	INCIDENT	SMF 1	Incident 2019-297 - Water or steam leak: Apparatus SMF 1 responded to 926 Soka WAY	0.20

Use Report #1142 to find all Daily Log Items with bad End Dates. Daily Log Items for Incidents are only shown for Personnel assigned to an Apparatus.



Activity Code: Alarm - Alarm Response					
12/22/2019 08:12:00	12/22/2019 08:18:00	INCIDENT	SMF 1	Incident 2019-298 - EMS call, excluding vehicle accident with injury: Apparatus SMF 1 responded to S Highway 101 HWY	0.10
Activity Code: Alarm - Alarm Response					
12/24/2019 13:27:00	12/24/2019 13:42:00	INCIDENT	8601	Incident 2019-299 - Water or steam leak: Apparatus 8601 responded to 926 Soka WAY	0.25
Activity Code: Alarm - Alarm Response					
12/30/2019 16:00:00	12/30/2019 16:17:00	INCIDENT	E8687	Incident 2019-301 - EMS call, excluding vehicle accident with injury: Apparatus E8687 responded to 560 12th ST	0.28
Activity Code: Apparatus - Apparatus Check, Routine					
12/24/2019 11:00:00	12/24/2019 11:30:00	DAYBOOK		New Zoll Plus AED's in-service on E8696, E8687, & E8668	0.50
Activity Code: Apparatus - Apparatus Check, Routine					
12/30/2019 11:00:00	12/30/2019 14:30:00	DAYBOOK	SMF 1	Put 6 new Zoll AED's in service	3.50
Activity Code: Class - Classroom					
12/17/2019 13:00:00	12/17/2019 16:30:00	DAYBOOK	SMF 1	CPR for CSD Staff	3.50
Activity Code: Cover 1 - Cover Station 1					
12/1/2019 08:30:00	12/2/2019 08:30:00	DAYBOOK	8601		24.00
Activity Code: Cover 1 - Cover Station 1					
12/2/2019 08:30:00	12/3/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/3/2019 08:30:00	12/4/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/4/2019 08:30:00	12/4/2019 16:30:00	DAYBOOK	SMF 1		8.00
Activity Code: Cover 1 - Cover Station 1					
12/5/2019 08:30:00	12/5/2019 16:30:00	DAYBOOK	SMF 1		8.00
Activity Code: Cover 1 - Cover Station 1					
12/8/2019 08:30:00	12/9/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/9/2019 08:30:00	12/10/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/10/2019 08:30:00	12/10/2019 22:00:00	DAYBOOK	SMF 1		13.50
Activity Code: Cover 1 - Cover Station 1					
12/11/2019 08:30:00	12/11/2019 14:30:00	DAYBOOK	SMF 1		6.00
Activity Code: Cover 1 - Cover Station 1					

Use Report #1142 to find all Daily Log Items with bad End Dates. Daily Log Items for Incidents are only shown for Personnel assigned to an Apparatus.



12/12/2019 08:30:00	12/12/2019 22:00:00	DAYBOOK	SMF 1		13.50
Activity Code: Cover 1 - Cover Station 1					
12/15/2019 08:30:00	12/16/2019 08:30:00	DAYBOOK	8601		24.00
Activity Code: Cover 1 - Cover Station 1					
12/16/2019 08:30:00	12/17/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/17/2019 08:30:00	12/17/2019 22:00:00	DAYBOOK	SMF 1		13.50
Activity Code: Cover 1 - Cover Station 1					
12/18/2019 08:30:00	12/18/2019 16:30:00	DAYBOOK	SMF 1		8.00
Activity Code: Cover 1 - Cover Station 1					
12/19/2019 08:30:00	12/19/2019 22:00:00	DAYBOOK	SMF 1		13.50
Activity Code: Cover 1 - Cover Station 1					
12/22/2019 08:30:00	12/23/2019 08:30:00	DAYBOOK	8601		24.00
Activity Code: Cover 1 - Cover Station 1					
12/23/2019 08:30:00	12/24/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/24/2019 08:30:00	12/24/2019 14:30:00	DAYBOOK	SMF 1		6.00
Activity Code: Cover 1 - Cover Station 1					
12/25/2019 08:30:00	12/25/2019 16:30:00	DAYBOOK	8601		8.00
Activity Code: Cover 1 - Cover Station 1					
12/26/2019 08:30:00	12/26/2019 16:30:00	DAYBOOK	8601		8.00
Activity Code: Cover 1 - Cover Station 1					
12/27/2019 08:30:00	12/27/2019 16:30:00	DAYBOOK	8601		8.00
Activity Code: Cover 1 - Cover Station 1					
12/29/2019 08:30:00	12/30/2019 08:30:00	DAYBOOK	8601		24.00
Activity Code: Cover 1 - Cover Station 1					
12/30/2019 08:30:00	12/31/2019 08:30:00	DAYBOOK	SMF 1		24.00
Activity Code: Cover 1 - Cover Station 1					
12/31/2019 08:30:00	12/31/2019 14:30:00	DAYBOOK	SMF 1		6.00
Activity Code: Insp - Inspection					
12/2/2019 09:00:00	12/2/2019 10:00:00	DAYBOOK	8601	River Bluffs lot 12. @00 degree pilot head required at FAU due to the relocation of the unit from the garage to the attic space.	1.00
Activity Code: Insp - Inspection					

Use Report #1142 to find all Daily Log Items with bad End Dates. Daily Log Items for Incidents are only shown for Personnel assigned to an Apparatus.

12/5/2019 09:00:00	12/5/2019 10:00:00	DAYBOOK	8601	CS Nino lot 16 Fire Final	1.00
Activity Code: Insp - Inspection					
12/9/2019 09:00:00	12/9/2019 10:00:00	DAYBOOK	8601	Lot 12 River Bluffs reinspect fire sprinkler rough inspection.	1.00
Activity Code: Meet and Confer - Participating in Meet and Confer Activities					
12/7/2019 18:00:00	12/7/2019 20:00:00	DAYBOOK	SMF 1	Paso Christmas Parade	2.00
Activity Code: Meet and Confer - Participating in Meet and Confer Activities					
12/10/2019 11:00:00	12/10/2019 22:30:00	DAYBOOK	SMF 1	SMFA Christmas Event	11.50
Activity Code: Meet and Confer - Participating in Meet and Confer Activities					
12/21/2019 12:00:00	12/21/2019 22:00:00	DAYBOOK	SMF 1	San Miguel Christmas Parade	10.00
Activity Code: Meet and Confer - Participating in Meet and Confer Activities					
12/30/2019 10:00:00	12/30/2019 11:00:00	DAYBOOK	8601	Meeting with County Planning Staff regarding modular sleeping unit options.	1.00
Activity Code: Permit - Permit Issued					
12/3/2019 12:00:00	12/3/2019 13:00:00	DAYBOOK	SMF 1	Approved lot #5 River Bluffs Fire Sprinkler Plans	1.00
Activity Code: Training - Company Training					
12/3/2019 18:00:00	12/3/2019 22:00:00	DAYBOOK		Special Operations Training: Auto Extrication Lead Instructor: Young, Scott P	4.00
Activity Code: Training - Company Training					
12/3/2019 18:00:00	12/3/2019 22:00:00	DAYBOOK	E8696	Auto Extrication	4.00
Activity Code: Training - Company Training					
12/17/2019 10:00:00	12/17/2019 22:00:00	DAYBOOK	SMF 1	CPR Training for staff and fire personnel	12.00
Activity Code: Training - Company Training					
12/17/2019 18:00:00	12/17/2019 22:00:00	DAYBOOK	SMF 1	CPR SMF Staff	4.00
Activity Code: Training - Company Training					
12/17/2019 18:00:00	12/17/2019 22:00:00	DAYBOOK		EMS : CPR Lead Instructor: Roberson, Rob	4.00

Use Report #1142 to find all Daily Log Items with bad End Dates. Daily Log Items for Incidents are only shown for Personnel assigned to an Apparatus.



San Miguel Fire Department

San Miguel, CA

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Mutual or Automatic Aid Given per Zone for Date Range

Start Date: 01/01/2019 | End Date: 12/31/2019

ZONE	INCIDENT COUNT
AAE - Auto Aid East	15
AAN - Auto Aid North	11
AAS - Auto Aid South	14
AAW - Auto Aid West	12
BOB - Camp Roberts	16
MAE - Mutual Aid East	2
MAN - Mutual Aid North	8
MAS - Mutual Aide South	13

Only REVIEWED incidents included



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Page # 1

San Miguel Fire Department

San Miguel, CA

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Average Number of Responding Personnel per Incident Type for Date Range

StartDate: 01/01/2019 | EndDate: 12/31/2019

INCIDENT TYPE	AVG. # PERSONNEL
100 - Fire, other	3
111 - Building fire	5
112 - Fires in structure other than in a building	2
118 - Trash or rubbish fire, contained	3
131 - Passenger vehicle fire	5
132 - Road freight or transport vehicle fire	3
140 - Natural vegetation fire, other	5
141 - Forest, woods or wildland fire	3
142 - Brush or brush-and-grass mixture fire	4
143 - Grass fire	4
150 - Outside rubbish fire, other	1
151 - Outside rubbish, trash or waste fire	5
154 - Dumpster or other outside trash receptacle fire	3
300 - Rescue, EMS incident, other	2
311 - Medical assist, assist EMS crew	2
320 - Emergency medical service, other	2
321 - EMS call, excluding vehicle accident with injury	2
322 - Motor vehicle accident with injuries	3
323 - Motor vehicle/pedestrian accident (MV Ped)	3
324 - Motor vehicle accident with no injuries.	2
331 - Lock-in (if lock out , use 511)	5
400 - Hazardous condition, other	4
410 - Combustible/flammable gas/liquid condition, other	2
412 - Gas leak (natural gas or LPG)	2
422 - Chemical spill or leak	5
444 - Power line down	3
511 - Lock-out	2
520 - Water problem, other	3
522 - Water or steam leak	4
531 - Smoke or odor removal	2
550 - Public service assistance, other	1

Reviewed Incidents only.

INCIDENT TYPE	AVG. # PERSONNEL
553 - Public service	3
600 - Good intent call, other	1
651 - Smoke scare, odor of smoke	1
661 - EMS call, party transported by non-fire agency	3
700 - False alarm or false call, other	4
711 - Municipal alarm system, malicious false alarm	2
714 - Central station, malicious false alarm	1
715 - Local alarm system, malicious false alarm	2
733 - Smoke detector activation due to malfunction	2
735 - Alarm system sounded due to malfunction	2
736 - CO detector activation due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	2
746 - Carbon monoxide detector activation, no CO	3
911 - Citizen complaint	2

Reviewed Incidents only.

San Miguel Fire Department

San Miguel, CA

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25

Count of Overlapping Incidents for Station for Date Range (In Service Time Used)

Incident Status(s): All Incident Statuses | Station(s): All Stations | Start Date: 01/01/2019 | End Date: 12/31/2019

OVERLAPPING COUNT	PERCENT OVERLAPPING	TOTAL
22	7.31 %	301

OVERLAPPING INCIDENT DETAILS (ALARM TO IN SERVICE)

ALARM	IN SERVICE	INCIDENT NUMBER	INCIDENT TYPE	ZONE
3/8/2019				
3/8/2019 8:47:00 AM	3/8/2019 10:00:00 AM	2019-048	321	CSD Limits
3/8/2019 9:33:00 AM	3/8/2019 10:00:00 AM	2019-049	321	Lillian Larson School
3/16/2019				
3/16/2019 8:42:00 AM	3/16/2019 9:00:00 AM	2019-054	550	San Lawerance Terrace
3/16/2019 9:00:00 AM	3/16/2019 9:20:00 AM	2019-055	150	San Lawerance Terrace
4/12/2019				
4/12/2019 3:16:00 PM	4/12/2019 3:26:00 PM	2019-084	321	CSD Limits
4/12/2019 3:19:00 PM	4/12/2019 3:40:00 PM	2019-085	320	San Lawerance Terrace
6/11/2019				
6/11/2019 2:38:00 AM	6/11/2019 3:15:00 AM	2019-138	321	CSD Limits
6/11/2019 2:59:00 AM	6/11/2019 3:12:00 AM	2019-139	321	San Lawerance Terrace
6/12/2019				
6/12/2019 12:22:00 PM	6/12/2019 1:06:00 PM	2019-141	324	Auto Aid North
6/12/2019 1:06:00 PM	6/12/2019 8:15:00 PM	2019-142	140	Auto Aid East
6/17/2019				
6/17/2019 3:54:00 PM	6/17/2019 8:10:00 PM	2019-148	142	Auto Aid West
6/17/2019 7:36:00 PM	6/17/2019 7:42:00 PM	2019-149	321	Camp Roberts
8/14/2019				
8/14/2019 3:08:00 PM	8/16/2019 6:00:00 PM	2019-203	444	Casa Blanka Mobile Home Park
8/16/2019				
8/16/2019 5:55:00 PM	8/16/2019 6:10:00 PM	2019-204	746	Casa Blanka Mobile Home Park
8/27/2019				
8/27/2019 2:58:00 PM	8/27/2019 4:10:00 PM	2019-211	143	Auto Aid South
8/27/2019 3:28:00 PM	8/27/2019 3:30:00 PM	2019-212	321	CSD Limits

Incident time range is difference between 'Alarm' and 'In Service' time stamps (both must be present). If multiple apparatus respond, 'In Service' taken from final apparatus to leave. Results grouped by date.

San Miguel Fire Department

San Miguel, CA

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26

OVERLAPPING INCIDENT DETAILS (ALARM TO IN SERVICE)

ALARM	IN SERVICE	INCIDENT NUMBER	INCIDENT TYPE	ZONE
9/14/2019				
9/14/2019 6:17:00 PM	9/14/2019 6:50:00 PM	2019-229	321	CSD Limits
9/14/2019 6:44:00 PM	9/14/2019 7:12:00 PM	2019-230	324	CSD Limits
10/1/2019				
10/1/2019 11:36:00 AM	10/1/2019 12:08:00 PM	2019-247	661	CSD Limits
10/1/2019 11:55:00 AM	10/1/2019 12:02:00 PM	2019-248	745	CSD Limits
11/8/2019				
11/8/2019 10:00:00 PM	11/8/2019 10:30:00 PM	2019-272	321	San Lawrence Terrace
11/8/2019 10:09:00 PM	11/8/2019 10:32:00 PM	2019-273	321	CSD Limits

Incident time range is difference between 'Alarm' and 'In Service' time stamps (both must be present). If multiple apparatus respond, 'In Service' taken from final apparatus to leave. Results grouped by date.

San Miguel Fire Department

San Miguel, CA

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Average (Dispatch-Turnout-Response) Times per Zone per Major Incident Type

Start Incident Type: 100 | End Incident Type: 911 | Zone: All Zones | Start Date: 01/01/2019 | End Date: 12/31/2019

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAE - Auto Aid East					
Fires					
	Lights and Sirens	14:15	0:00	5:15	19:30
Rescue & Emergency Medical Service					
	Lights and Sirens	11:20	0:00	3:40	15:00
Hazardous Condition (No Fire)					
	Initial No Lights or Sirens, Upgraded to Lights and Sirens	7:00	0:00	2:00	9:00
Good Intent Call					
	No Lights or Sirens	10:00	0:00	0:00	10:00
Zone: AAN - Auto Aid North					
Fires					
	Lights and Sirens	10:00	0:00	4:00	14:00
Rescue & Emergency Medical Service					
	Lights and Sirens	8:43	0:00	5:00	13:43
Hazardous Condition (No Fire)					
	Lights and Sirens	5:00	0:00	4:00	9:00
Zone: AAS - Auto Aid South					
Fires					
	Lights and Sirens	10:00	0:00	4:24	14:24
Rescue & Emergency Medical Service					
	Lights and Sirens	6:30	0:30	2:30	9:30
Zone: AAW - Auto Aid West					
Fires					
	Lights and Sirens	12:30	0:00	3:00	15:30
Rescue & Emergency Medical Service					
	Lights and Sirens	6:34	0:34	4:51	12:00
Zone: BOB - Camp Roberts					
Fires					
	Lights and Sirens	8:00	0:00	4:00	12:00
Rescue & Emergency Medical Service					
	Lights and Sirens	15:20	0:00	4:40	20:00
Zone: CBMHP - Casa Blanca Mobile Home Park					

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Rescue & Emergency Medical Service					
Lights and Sirens		1:51	0:00	3:37	5:28
Hazardous Condition (No Fire)					
Lights and Sirens		2:00	0:00	2:00	4:00
False Alarm & False Call					
Lights and Sirens		2:00	0:00	3:00	5:00
Zone: Central Area - Central Area					
Rescue & Emergency Medical Service					
Lights and Sirens		0:30	1:00	4:00	5:30
Zone: City Limits - City Limits					
Rescue & Emergency Medical Service					
Initial Lights and Sirens, Downgraded to No Lights or Sirens		2:00	3:00	0:00	5:00
Zone: CSD - CSD Limits					
Fires					
Lights and Sirens		3:09	0:00	4:26	7:34
No Lights or Sirens		2:00	0:00	2:00	4:00
Rescue & Emergency Medical Service					
Lights and Sirens		2:11	0:00	4:07	6:18
No Lights or Sirens		1:43	0:00	2:17	4:00
Hazardous Condition (No Fire)					
Lights and Sirens		4:40	0:00	5:40	10:20
Service Call					
Lights and Sirens		2:15	0:00	4:00	6:15
No Lights or Sirens		2:00	0:00	2:30	4:30
Good Intent Call					
Initial No Lights or Sirens, Upgraded to Lights and Sirens		3:00	0:00	1:00	4:00
Lights and Sirens		1:00	0:00	3:00	4:00
No Lights or Sirens		1:00	0:00	1:30	2:30
False Alarm & False Call					
Lights and Sirens		2:17	0:00	2:51	5:09
Zone: JZT - Jazzy Town					
Rescue & Emergency Medical Service					
Lights and Sirens		1:00	0:00	5:00	6:00
Special Incident Type					
No Lights or Sirens		3:00	0:00	2:00	5:00
Zone: LLS - Lillian Larson School					

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Fires					
	Lights and Sirens	1:00	0:00	5:00	6:00
Rescue & Emergency Medical Service					
	Initial No Lights or Sirens, Upgraded to Lights and Sirens	1:00	0:00	0:00	1:00
	Lights and Sirens	2:00	0:00	1:30	3:30
False Alarm & False Call					
	Lights and Sirens	4:00	0:00	6:00	10:00
Zone: MAE - Mutual Aid East					
Rescue & Emergency Medical Service					
	Lights and Sirens	8:00	0:00	6:30	14:30
	No Lights or Sirens	6:00	0:00	4:00	10:00
Zone: MAN - Mutual Aid North					
Fires					
	Lights and Sirens	4:00	0:00	5:00	9:00
Rescue & Emergency Medical Service					
	Lights and Sirens	5:30	0:00	5:45	11:15
Zone: MAS - Mutual Aide South					
Fires					
	Lights and Sirens	6:00	0:00	6:00	12:00
Rescue & Emergency Medical Service					
	Lights and Sirens	6:16	0:00	5:05	11:22
Zone: MH - Mission Heights					
Rescue & Emergency Medical Service					
	Lights and Sirens	4:27	0:00	4:27	8:53
	No Lights or Sirens	4:00	0:00	0:00	4:00
Service Call					
	Initial No Lights or Sirens, Upgraded to Lights and Sirens	3:00	0:00	1:00	4:00
Zone: MM - Mission Meadows					
Fires					
	Lights and Sirens	2:00	0:00	4:00	6:00
Rescue & Emergency Medical Service					
	Lights and Sirens	2:00	0:00	13:00	15:00
Service Call					
	No Lights or Sirens	2:00	0:00	1:00	3:00
Zone: PSHH - Peoples Self Help Housing					
Service Call					
	Lights and Sirens	1:30	0:00	1:30	3:00

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: Ter - San Lawrence Terrace					
Fires					
Lights and Sirens		4:40	0:00	5:00	9:40
No Lights or Sirens		2:00	0:00	0:00	2:00
Rescue & Emergency Medical Service					
Lights and Sirens		3:40	0:00	3:30	7:10
No Lights or Sirens		3:40	0:00	3:40	7:20
Service Call					
No Lights or Sirens		3:00	0:00	0:00	3:00
Zone: WOMHP - White Oaks Mobile Home Park					
Rescue & Emergency Medical Service					
Lights and Sirens		1:00	0:00	2:00	3:00

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
DECEMBER 12, 2019 2nd FUNCTIONAL SPACE WORK SESSION

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Green – 6:00 p.m.
- II. Pledge of Allegiance led by Director Kalvans.
- III. **Roll Call:** Directors Present: Palafox, Green, Sangster, Kalvans, and Parent
Directors Absent: none
District Staff in attendance: Interim General Manager/ Fire Chief Rob Roberson, Director of Utilities Kelly Dodds, Assistant Fire Chief Scott Young, and Board Clerk Tamara Parent
- IV. **Adoption of Regular Meeting Agenda:** Motion by Director Sangster to adopt Meeting Agenda as presented.
Seconded by Director Kalvans, Motion was approved by vote of 5 AYES and 0 NOES 0 ABSENT.
- V. **ADJOURN TO CLOSED SESSION:** None
- VI. **Call to Order for Regular Board Meeting/Report out of Closed Session:** None
- VII. **Public Comment and Communications for matters not on the Agenda:** None
- VIII. **Special Presentations/Public Hearings/Other:** None
- IX. **STAFF & COMMITTEE REPORTS:** None
- X. **CONSENT ITEMS:** None
- XI. **BOARD WORK SESSION ITEMS:**
 1. **Discuss, the need for District Master Plan.**
Item was presented by Interim General Manager/ Fire Chief Rob Roberson explaining that there are a lot of options to consider and asked the Board for input and direction. The plan can be based on 5 years, 10 years, 20 years or with the population growth.
Board Comment: Director Sangster voiced that a Master Plan would benefit the District but would like to know if the plan would have any authority over the County “San Miguel Community Plan”. Discussion ensued about the authority.

Director of Utilities Kelly Dodds explained that the County “San Miguel Community Plan” is for Land Use and should have nothing to do with a San Miguel C.S.D master plan. Director Kalvans voiced that he feels that the CSD could better manage the Land Use and would like to look at where the District will be in ten years with the population. Discussion ensued about the new census.

Director of Utilities Kelly Dodds explained that Staff is overwhelmed and would need to look at a facilitator for a master plan or a strategic plan.

Director Parent asked for an estimated guess on what a master plan would cost, taking into consideration that Water and Wastewater have a current master plan.

Director of Utilities Kelly Dodds explained that the best guess without researching, it would be around thirty to sixty thousand dollars.

Interim General Manager/ Fire Chief Rob Roberson explained that in the last two years the District has seen two times the growth and reminded the Board that Director Green asked for these Functional Space meetings so we could talk about the Wastewater Treatment Facility upgrade. The District knows that we will not be getting less wastewater, but voiced that he did not want to build something and have to redo because it was not planned correctly.

Director Green voiced that he would like to hear what the Fire Department needs and what the Wastewater Treatment Facility needs are.

Public Comment: Laverne Buckman San Miguel resident voiced that, in the past, the District has started District Master Plans but it always gets put aside due to other obligations. Because a master plan has not been made; she feels that everything is an immediate need. Mrs. Buckman voiced that she doesn't feel the Wastewater Treatment Facility upgrade would be part of the plan due to the time frame but, Mrs. Buckman also voiced that she would like to see the letter from RWCB.

Board Comment: Director Parent voiced that the Wastewater Master plan has been used to plan this new Facility upgrade and was used for the Rate Study.

Director Green voiced that he knows that the District needs a District Master Plan but doesn't know about the funding.

Director Sangster voiced that it is costly, but it does need to be looked into.

Director Green voiced that over the next year it needs to be discussed and with the growth in the District will the new Wastewater Treatment Facility upgrade is concerned that it will not be enough or will it be too little.

Director of Utilities Kelly Dodds explained that the plan for the Treatment Facility is for build-out and 30 to 50 years. Discussion ensued about Camp Roberts Wastewater, and how they have upgraded their plant recently.

Interim General Manager/ Fire Chief Rob asked the board to get back on track with the discussion.

Director Kalvans voiced that an overall District Master Plan is needed, but would like to look at the census when it comes out for projections of growth. Director Kalvans asked about having the District Engineer do any updates to the District Water and Wastewater Master Plan and if Fire could do some research on the Fire Department needs through a contact that was mentioned. Interim General Manager/ Fire Chief Rob Roberson explained that he did have some resources to look into, that might be an option.

Director Green asked if the Rate Study was for build-out at the 1150 Mission Street facility. Interim General Manager/ Fire Chief Rob Roberson explained that it was not included, but

voiced that 1150 Mission Street is not big enough for current staff much less the staff that will be hired with the treatment facility expansion.

Director Green asked about the County surplus property and voiced that he would like to build a new fire station and give the current 1150 Mission St. building to the C.S.D. Interim General Manager/ Fire Chief Rob asked the board to get back on track with the topic.

The consensus of the Board of Directors is to have staff look into the cost of a District Master Plan, with updates to the Water and Wastewater Master Plan. Interim General Manager/ Fire Chief Rob Roberson will look at his resources for the Fire Department.

2. Discuss, District Functional Space in a Work Session.

Item was presented by Interim General Manager/ Fire Chief Rob Roberson explaining that Assistant Fire Chief Scott Young has done a lot of research from the last meeting; at the last meeting, the Board of Directors asked what the Fire Department would look like without the CSD utility staff. Assistant Chief Young explained the previous construction at 1150 Mission Street building. Discussion ensued about planning, with the Fire Department needing to know if the CSD front office staff will stay at the 1150 Mission Street Building or move to the Wastewater facility. Assistant Chief Young explained that he was asked to provide the needs of the Fire Department facility without the CSD utility staff and has provided a detailed staff report that gives different options and that he would need input and direction from the Board on what direction to pursue. Discussion ensued about the option.

Board Comment: Director Green asked if the Staff has heard from the Mission Meadows Homeowners Association or Union Pacific Railroad. Director of Utilities Kelly Dodds explained that there is an HOA meeting in January at Lillian Larsen School, and has tried to contact Union Pacific without success.

Discussion ensued about Bonita and the easement road off “N” Street for access to the treatment facility.

Director of Utilities Kelly Dodds explained that the easement for “N” Street is for Gallo and the CSD for access to the treatment facility and he will need to get information on if the easement can be used for the general public.

Director Parent asked about the consideration of having the Sherriff beat station at the new Wastewater Facility and feels that the residence in the neighborhood would not complain about having them there.

Director Sangster asked if the Sherriff would help with the cost, if at the 1150 Mission St. or the Wastewater facility. Discussion ensued about where the beat station would be, with the consensus being at the 1150 Mission Street Fire Station.

Public Comment: Laverne Buckman San Miguel Resident voiced that she doesn't know if any other Community Service Districts are at wastewater facilities, and she asked for clarification on what parts of the wastewater facilities upgrade, would be paid for by what fund. Mrs. Buckman also asked about the schedule of monies for reimbursement and questioned the long term maintenance.

Director of Utilities Kelly Dodds explained that the District did get a one-hundred and seventy-seven thousand dollar engineering grant and is working on a two-hundred and fifty thousand dollar grant for finishing construct drawings. An estimated 50% loan for the building is the best-case scenario that is being worked on. The Long term

maintenance is for the membranes that are going to be used in the treatment, and in ten years it is expected to need replacing. Mrs. Buckman asked in ten years could the cost be more? Director of Utilities Kelly Dodds explained that it was budgeted on the upside, it is a newer technology and feels that the cost will only go down.

Gilbert Buckman San Miguel resident voiced that the crossing by Gallo was used for years when the blacksmith and hog farm was there.

Laverne Buckman asked about the cost split for building from Water, Sewer, Lighting, Solid Waste. Director of Utilities Kelly Dodds explained that if the direction is to incorporate funds, other than water and sewer, then they will pay a prepositional share. Discussion ensued.

Board Comment: Director Kalvans asked if because it is a metal building would it be easy to expand if needed in the future? Director of Utilities Kelly Dodds explained that it could be, but he would need input and direction from the Board to plan the building that way. Discussion ensued about the position of the new facility, with the Director of Utilities Kelly Dodds explaining that the decision on access would need to be made first. Director Green voiced that he would like the cost of improving the easement road and if we could get Gallo to help with any of the costs. Discussion ensued about Railroad crossing.

Director Kalvans voiced that he would like to see what the fire department comes up with after talking to a consultant. Interim General Manager/ Fire Chief Rob Roberson explaining that the Master Plan would need to be for all the District's authority. Interim General Manager/ Fire Chief Rob Roberson also explained that the fire department has the opportunity to furnish and install temporary housing; discussion ensued about a modular being donated and would need around ten thousand in construction to get it livable with the correct permits. Assistant Fire Chief Young voiced that the District cannot currently provide accommodations for Department members to provide 24- hour coverage when required. The Department has two options to look at; the donated modular or a new ready prefab modular but would need Board approval. Interim General Manager/ Fire Chief Rob Roberson explaining that the ten-thousand-dollar is already budgeted, with the mid-year budget adjustments.

The consensus of the board is to have Assitant Chief Young explore the donated modular, and come back to the Board with ideas.

Director Kalvans voiced that he sees the problems being traffic and will need more information. Supports the used modular for fire staff.

Director Green voiced his issue was the traffic down a residential road for CSD payments and would like staff to go to the January 23rd HOA meeting.

The consensus of the Board is to have staff contact the Railroad, the HOA, and get Fire needs if CSD utility staff moves. The consensus for Fire is to look at the used modular and to bring back fro discussion after talking with County Planning. The Board would like to get cost for easement road and consultants for Master Plan, then come back for discussion.

XII. BOARD COMMENT: Director Kalvans voiced that he has done research on property tax data in the District, and feels that the tax program has issues. Director Kalvans handed out a proposal that he would like the Board to consider his property tax changes and would like a consensus of the Board to have legal staff look at his proposal for consideration of legality. (see attached at www.sanmiguelcsd.org) Discussion Ensued. Interim General Manager/ Fire Chief Rob Roberson explaining that the Board of Directors needs to read then give consensus for District General Counsel to look at.

XIII. ADJOURNMENT TO NEXT MEETING: at 8:11 P.M.

DRAFT

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
DECEMBER 19th, 2019 SPECIAL MEETING MINUTES

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by President Green – 6:30 P.M.
- II.** Pledge of Allegiance lead by Director Kalvans.
- III. Roll Call:** Directors Present: Green, Palafox, Kalvans, Sangster, Parent
District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, Paola Freeman, Scott Young, District General Counsel Fuller
- IV. Adoption of Special Meeting Agenda:**
Motion by Director Sangster to adopt Special Meeting Agenda
Seconded by Director Kalvans Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT
- V. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:33 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Agency designated representatives: Interim General Manager and District General Counsel
Employee organization: San Miguel Employees' Association
 - 2. CONFERENCE WITH DISTRICT GENERAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 2 case
 - 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: Interim General Manager
- VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:02 P.M.**
Report out of closed session by Director Green; no action, direction was given to staff.
- VII. Public Comment and Communications for matters not on the Agenda: None**

VIII. Special Presentations/Public Hearings/Other:

1. **Election of Board Officers and Board Appointments:** Nominate and Elect Board of Director Officers. Interim General Manager/ Fire Chief Rob Roberson presented the item.

Board Comment: None

Public Comment: None

A.1. President

Motion by Director Kalvans nominating Director Sangster for Board President for the calendar year 2020.

Seconded by Director Green

(no other nominations made for Board President)

Motion was approved by Written Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 Abstained.

A.2. Vice-President

Motion by Director Palafox nominating Director Kalvans for Board Vice-President for the calendar year 2020.

Seconded by Director Sangster

(no other nominations made for Board Vice-President)

Motion was approved by Written Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 ABSTAINED.

IX. STAFF & COMMITTEE REPORTS:

1. San Luis Obispo County Sheriff No Report
2. San Luis Obispo County Board of Supervisors No Report
3. San Luis Obispo County Planning and/or Public Works No Report
4. San Miguel Area Advisory Council No Report
5. Camp Roberts—Cpt. Barret Army National Guard gave holiday wishes to the community and informed the Board of Directors that they have around fifteen hundred troops training in the last month. Discussion about the Camp Roberts Elk population ensued.
Public Comment: Michelle Hido San Miguel Resident informed Cpt. Barret that Santa would be at the Fire Station on December 21st after the San Miguel Lighted Parade, and wanted to invite the families at Camp Roberts.
6. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson, explained that the Board will the mid-year budget adjustments, and voiced that the Water Fund is recovering around 27.6% in the last year, but it is a slow process. Interim General Manager/ Fire Chief Rob Roberson updated the Board on refinancing the USDA loan and

would be working with CSDA financial, and would update the Board when he had more information. An update on K. Johnson's embezzlement case would be next month's court date should be on January 9, 2020.

Board Comment: None

Public Comments: None

7. **District General Counsel:** District General Counsel Fuller, voiced they had nothing to report

Board Comments: None

Public Comments: None

8. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely was not in attendance and Director of Utilities Kelly Dodds asked for any questions.

Board Comments: None

Public Comment: None

9. **Director of Utilities:** Written report submitted, and updated the Board of Directors that Well 3 had a failure, and is covered under warranty. Director of Utilities Kelly Dodds voiced that the emergency notification plan was updated and submitted. Mr. Dodds informed the Board that the District had the sanitary survey and received a clean bill of health. They have recommendations to update our emergency plan and sampling plan. The Arsenic levels will need to be looked at and there is a possibility that the state might be changing the acceptable standards and at that point, all District wells would be in violation and need some kind of treatment. Discussion Ensued about treatment options.

Board Comment: Director Sangster asked when the emergency plan and sampling plan should be updated, annually or as needed. Director Green and Director Sangster asked about the cost of treatment and Director of Utilities Kelly Dodds voiced that he will be looking into the cost. Discussion ensued.

Director Kalvans asked about other contaminants that might out of the water and feels that it would be nice to get more than just arsenic.

Director Parent asked about the process and talked about how water softener will remove radioactivity.

Director Sangster voiced contact information for Pure Tec Industrial Water- Cody George. Director Parent would like to have staff investigate new well sites in town. Director Parent asked about meters, and discussion about conversation register warranty ensued.

Director Green asked about the Cal-Trans grindings from the freeway construction and would like Director of Utilities Kelly Dodds to look into acquiring them for the tank road. Director of Utilities Kelly Dodds explained that he will contact CalTrans, and update the board with information. Board gave consensus that they would like staff to contact CalTrans about the grindings.

Director Kalvans asked if San Miguel Garbage has contacted the District and voiced that Los Osos will be having a 25% garbage increase.

Public Comments: None

10. **Fire Chief:** Written report submitted as-is. Fire Chief Rob Roberson voiced that he has posted for "Accepting Applications" for paid call Firefighter recruitment with application deadline ending January 31st 2020. Fire Chief Rob Roberson, explained that CPR classes had been held on December 17th for all District Staff and that Assistant chief reports will be streamlined through our ER system for future Board reports. District Staff thanked Fire Chief Rob Roberson and Assistant Chief Scott Young for providing CPR training.

Board Comments: Director Sangster thanked the Fire Department for all they do for the community.

Public Comment: None

X. CONSENT ITEMS:

Director Kalvans pulled item 1 for discussion

1. Approve Resolution No. 2019-42 establishing Regular Board of Director Meeting Dates for 2020.

Board Comment: Director Kalvans asked for consensus to have the 2nd Meeting reserved for the second Thursday of the month. Discussion ensued, with Board not giving consensus to schedule a second meeting a month unless needed.

2. Review and Approve Board Meeting Minutes

a) 11-14-2019 Functional Space Work Session Board Meeting

b) 11-21-2019 Regular Board Meeting

Board Comment: None

Public Comment: None

Motion by Director Green to Approve Consent Item 1 and 2

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 ABSTAINED.

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for November 2019. Item presented by Interim General Manager/ Fire Chief Rob as-is and asked for any questions.

Board Comment: None

Public Comment: None

Motion by Director Green to Approve Enumeration of Financial Report for November 2019

Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 ABSTAINED.

2. Review and approve Resolution 2019-43 authorizing proposed Midyear Budget adjustments to the approved FY 2019-20 budget.

Item was presented by Interim General Manager/ Fire Chief Rob Roberson updating the board of Directors that the FY2018-19 Audit is done; each fund was reviewed and the item is being presented for mid-year budget adjustments for each fund. Interim General Manager/ Fire Chief Rob Roberson explained that Budget line 110 shows zero percent

spent for payroll and that the twenty-eight thousand dollars will be distributed out between Object 135/140/155. The district funds are recovering and it is starting to show in the financials.

Board Comment: Director Sangster voiced that based on the payroll cost that is not always the same, payroll will need corrections made for cost calculations.

Director Palafox voiced that there is a typo on 225 and should read lower

Director Kalvans asked about Object 381 Utilities- Electric and wanted to know why the large increase. Director of Utilities Kelly Dodds explained that it was the wastewater pumps and the increase from PG&E.

Director Sangster asked if the District has ever discussed Solar? Director of Utilities Kelly Dodds explained that there is not enough room, a discussion ensued.

Director Sangster asked about Object 325- Professional Services Accounting and the proposed increase would be a 41% increase, and only being halfway through the year. Interim General Manager/ Fire Chief Rob Roberson explained that District Auditing services are paid out of that object as well. Director Sangster voiced that he knows what Auditing services cost per the contract and voiced that he wanted the other Director to be aware of the cost..

Director Green voiced that he figures that Object 325 would be down by June. Discussion ensued about contracts and what type of scope of work would be needed in the future form a District CPA.

Director Sangster asked about Fire 450- EMS. Interim General Manager/ Fire Chief Rob Roberson explained the Object 450-EMS Supplies; Discussion about AED purchases for fire, water, wastewater was discussed.

Discussion about Object 490 water and wastewater, two thousand each. Assistant Chief Young voiced that he would like the Purchase Orders separated; Fire and Water to keep the funds clean.

Public Comment: None

Motion by Director Green to Approve Resolution 2019-43 authorizing proposed Midyear Budget adjustments to the approved FY 2019-20 budget with an amendment to Fund 40 & 50 object 490 two-thousand dollars water and sewer fund.

Seconded by Director Sangster, Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 ABSTAINED.

3. Review and approve RESOLUTION 2019-41 the purchase of 6-New Zoll Plus AED's with additional pads.

Item presented by Interim General Manager/ Fire Chief Rob Roberson explaining that the Fire Department has outdated AED's and is asking for approval to purchase AED's with District funds and donated funds. Assistant Fire Chief Scott Young found a company that will buy back old units, and the new units are the same as the paramedic and sheriff and with that, the Fire Department might get reimbursement on pad replacement. Discussion ensued about what was included in the purchase price and what a great of a price Assistant Chief Young found. Director Sangster thanked him for his efforts. Interim General Manager/ Fire Chief Rob Roberson explained the number of donation monies from the Garbage Man's Association and the funds that will be used for that purchase.

Board Comments: Director Kalvans voiced that the shipping address needs to be changed. Assistant Fire Chief Scott Young explained that it had been done.

Director Green voiced where the devices will go. Interim General Manager/ Fire Chief Rob Roberson explained that 8600, 8601, E8687, E8668, E8696, U8632, U8634, District Office and Wastewater Facility.

Public Comments: None

Motion by Director Green approve RESOLUTION 2019-41 the purchase of 6-New Zoll Plus AED's with additional pads.

Seconded by Director Palafox, Motion approved by Vote of 5 AYES and 0 NOES and 0 ABSENT and 0 ABSTAINED.

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

Item presented by Director of Utilities Kelly Dodds updated the Board of Directors on the compliance: Based on the 1st quarter 2019 testing the plant complies with the single sample but is out of compliance for the 6-sample average regarding TDS, Sodium and Chloride. Flow: In November the plant averaged 162,858 gallons per day (81% of hydraulic design capacity) with a max day of 200,982 gallons (100% of hydraulic design capacity). Director of Utilities Kelly Dodds explained that Based on discussions with the DE, we anticipate that in February 2019, the DE will initiate the preparation of the work plan for the CEQA "Initial Study" and begin the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. Pending receipt of notification of a grant award for the SRF funds, we plan to prepare and issue an RFP 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 second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4th Quarter 2019. Mr. Dodds explained that he is in contact with USDA for loans, and will meet with them in January 2020.

Board Comment: Director Parent asked if the rain was an influence in the capacity. Director of Utilities Kelly Dodds explained that it is not due to the amount of rain in November.

Public Comment: None

XII. BOARD COMMENT: Director Green asked for a consensus from the Board to have a special meeting, closed session only in January. The consensus of the Board is to have Special Meeting on January 16th at 6 pm closed session only.

Director Green asked that the Board of Directors look at Director Kalvan's information on land tax information and agenda for January for discussion then the Board will have more

information to consider giving consent for the District's General Counsel to look at, his proposal.

Director Green asked that staff attend the HOA meeting on January 23rd. Discussion.

Director Green asked for an update on USDA refinancing.

Director Sangster thanked the Fire Department for all their hard work.

XIII. ADJOURNMENT TO NEXT MEETING January 23, 2019: 8:49 P.M.

DRAFT



San Miguel Community Services District

Board of Directors Staff Report

January 23, 2020

AGENDA ITEM: X - 2

SUBJECT: Review and Approve **Resolution No. 2020-01** Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.

On September 22, 2017, then revised on January 18, 2018 the San Miguel Community Services District ("District") Board of Directors ("Board") adopted a Board Member Handbook ("Handbook") for members of the Board and other District officials. The Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters.

At the November 21st District regular Board Meeting the Board of Director directed staff to make changes to the general order A. 9 Staff Reports/Committee Reports to consolidate the three County reports to one and add Community Service Organizations.

Fiscal Impact:

None

Staff Recommendation:

Approve **Resolution No. 2020-01** Amending Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.

PREPARED BY:

APPROVED BY:

Tamara Parent, Board Clerk/Accounts Manager Rob Roberson, Interim General Manager

Attachments:

1. Redline Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.
2. Clean Chapter 11: Order of Business, of the San Miguel Community Services District Board Members' Handbook.
3. Resolution 2020-01

Chapter 11: Order of Business

A. General Order

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. APPROVAL OF AGENDA.

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

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

sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.

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

6. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION
(approximately 7:00 p.m.)

7. PUBLIC COMMENT (NON AGENDA ITEMS)

8. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

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

9. STAFF REPORTS/COMMITTEE REPORTS

- 1. San Luis Obispo County
- 2. Camp Roberts- Army National Guard
- 3. Community Service Organizations
- 4. General Manager
- 5. District General Counsel
- 6. District Engineer
- 7. Director of Utilities
- 8. Fire Chief

10. AGENDA

a. Consent Calendar

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

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

11. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

12. BOARD COMMENTS

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

13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

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

- a. Announce business item;
- b. Review staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;

- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

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

D. Items Placed on Written Agenda

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

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

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

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

F. Public Hearings:

1. General Procedure

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

a. The Staff Presents its Report.

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

b. Initial Questions to Staff by the Board.

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

c. President/Chair Opens the Public Hearing:

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

- ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:
 - 1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.
 - 2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
 - 3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: "Addressing the Board."
 - 4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
 - 5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
 - i. The applicant or appellant is given an opportunity for rebuttal or closing argument.
 - ii. The public input portion of the public hearing is closed.
- d. Questions and discussion from the Board.

Board members should not express their opinions on an item prior to the close of the public hearing, as the Board members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with staff, or those members of the public testifying to an opinion, until after all testimony has been received.

Any Board member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting

Board member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as “I would like the minutes to show that I am opposed to this action for the following reasons...”

e. Board decision occurs.

Once the Board completes its discussion of the matter, a Board member may make a motion to take action on the item. A Board member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the meeting, the motion shall be deemed to have failed.

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

2. Time for Consideration

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

3. Continuance of Hearing

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

4. Communications and Petitions

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

5. Ex-Parte Contacts

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

6. Resolutions

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

7. Voting & Publishing Requirements for Resolutions and Ordinances

a. Voting.

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

b. Publishing.

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

ⁱ Gov. Code, § 54954.

ⁱⁱ Gov. Code, § 54954.2, subd. (a).

ⁱⁱⁱ Gov. Code, § 61045, subd. (c).

Chapter 11: Order of Business

A. General Order

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. APPROVAL OF AGENDA.

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

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

sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.

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

6. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION
(approximately 7:00 p.m.)

7. PUBLIC COMMENT (NON AGENDA ITEMS)

8. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

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

9. STAFF REPORTS/COMMITTEE REPORTS

1. San Luis Obispo County ~~Sheriff~~

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2. Camp Roberts- Army National Guard

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~~1-3.~~ Community Service Organizations

~~2-4.~~ General Manager

5. District General Counsel

6. District Engineer

7. Director of Utilities

~~3-8.~~ Fire Chief

~~4.~~ District Engineer

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5. Board of Supervisors

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10. AGENDA

a. Consent Calendar

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

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

11. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

12. BOARD COMMENTS

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

13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

B. Conduct of Business

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

- a. Announce business item;
- b. Review staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;

- h. Roll call or voice vote; and
- i. Announcement of the decision.

C. Action on Agenda Items

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

D. Items Placed on Written Agenda

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

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

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

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

F. Public Hearings:

1. General Procedure

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

- a. The Staff Presents its Report.
After the President/Chair announces the item as it appears on the agenda, District staff will give a presentation to the Board and the public on the staff report prepared for the matter.
- b. Initial Questions to Staff by the Board.
Prior to opening up a public hearing on a matter, Board members may ask questions of staff, or third-party consultants, regarding the staff report and the item.
- c. President/Chair Opens the Public Hearing:
 - i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

- ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:
 - 1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.
 - 2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
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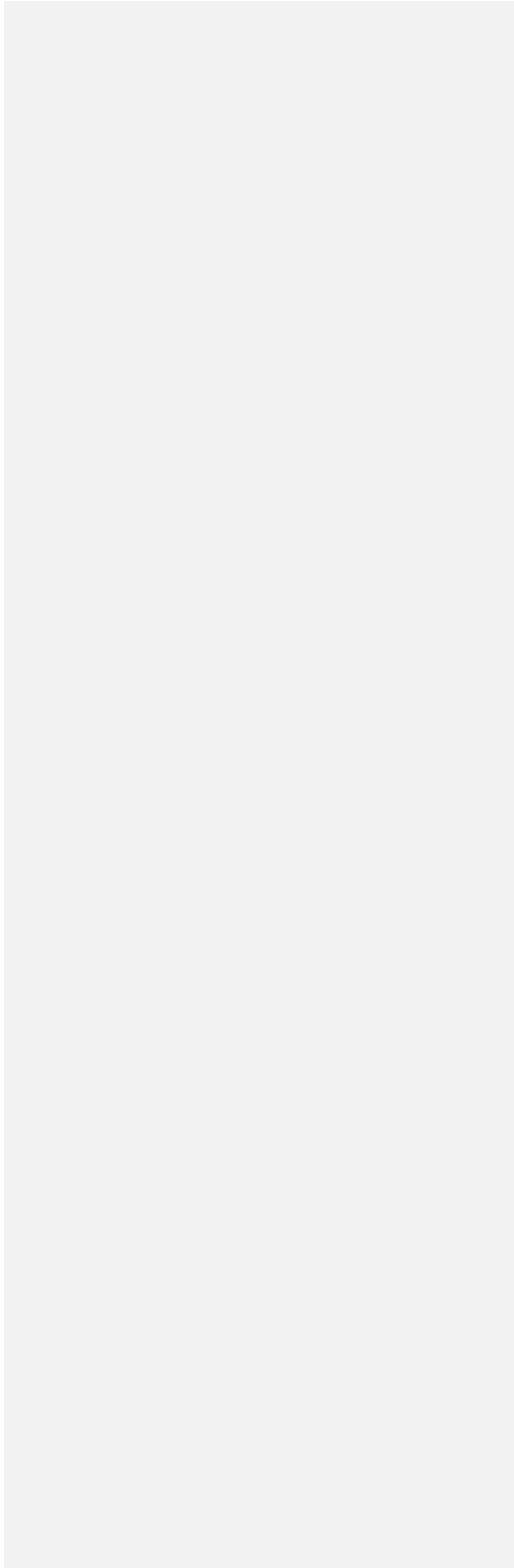
b. Publishing.

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ⁱ Gov. Code, § 54954.

ⁱⁱ Gov. Code, § 54954.2, subd. (a).

ⁱⁱⁱ Gov. Code, § 61045, subd. (c).



RESOLUTION NO. 2020-01

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

WHEREAS, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”) and revised again on January 18, 2018; and

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

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

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

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

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

the foregoing Resolution is hereby passed and adopted this 23rd day of January 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager
Counsel

Douglas L. White, District General



San Miguel Community Services District

January 23, 2020

AGENDA ITEM: XI-1

SUBJECT: Bookkeeper Report for December 2019

RECOMMENDATION: Review and File the Enumeration for Financial Reports for December 2019

December 2019 Payroll Expense: Total CSD Payroll \$49,543.38 (including all liabilities)

December 2019 Income: \$200,244.17

December 2019 Expenses: \$115,903.72

1. SWRCB \$21,392.00
2. One Beat CPR ~AED \$11,965.00
3. US Bank \$4,828.94
4. Coblenz Biehle & Cramer \$3,220.50
5. Monsoon Ventures \$2,750.00
6. Mullahey Chrysler Dodge \$2,301.48
7. Emergency Reporting \$1,849.60
8. WEX Bank \$1,369.00
9. Valli Information Systems \$1,277.17
10. San Luis Power House \$1,156.75

Recommendation: Review and File the Enumeration for the Financial Reports for December 2019. This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman, Bookkeeper

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 1 of 13
Report ID: AP100V

62

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5341	18089S	67 CHARTER COMMUNICATIONS	89.97					
Acct# 8245101050040553 1765 Bonita Treatment Plant								
1	111819	11/18/19 Internet/Voice	89.97			40 64000	375	10200
5419	18133S	67 CHARTER COMMUNICATIONS	309.94					
Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice								
Service 12/11/19 ~ 1/10/20								
1	7311121119	12/11/19 Internet/Voice	103.31			20 62000	375	10200
2	7311121119	12/11/19 Internet/Voice	103.31			40 64000	375	10200
3	7311121119	12/11/19 Internet/Voice	103.32			50 65000	375	10200
5420	18133S	67 CHARTER COMMUNICATIONS	89.97					
1765 Bonita Treatment Plant Service from 12/18/19 ~ 1/17/20								
1	4055312181	12/18/19 Internet/Voice	89.97			40 64000	375	10200
Total for Vendor:			489.88					
5418	18134S	583 COBLENTZ BIEHLE & CRAMER	1,740.00					
Payroll Adjustments, template, JV, IRS letter								
1	6380	12/17/19 Payroll Adj, template, JV, IR`	382.80			20 62000	325	10200
2	6380	12/17/19 Payroll Adj, template, JV, IR`	34.80			30 63000	325	10200
3	6380	12/17/19 Payroll Adj, template, JV, IR`	626.40			40 64000	325	10200
4	6380	12/17/19 Payroll Adj, template, JV, IR`	661.20			50 65000	325	10200
5	6380	12/17/19 Payroll Adj, template, JV, IR`	34.80			60 66000	325	10200
5452	18155S	583 COBLENTZ BIEHLE & CRAMER	1,480.50					
Call to IRS, Payroll Adjustments,								
1	6409	12/27/19 Call to IRS, Payroll Adjustmen	325.71			20 62000	325	10200
2	6409	12/27/19 Call to IRS, Payroll Adjustmen	29.61			30 63000	325	10200
3	6409	12/27/19 Call to IRS, Payroll Adjustmen	532.98			40 64000	325	10200
4	6409	12/27/19 Call to IRS, Payroll Adjustmen	562.59			50 65000	325	10200
5	6409	12/27/19 Call to IRS, Payroll Adjustmen	29.61			60 66000	325	10200
Total for Vendor:			3,220.50					

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 2 of 13
Report ID: AP100V

63

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5332	18091S	87 CWEA	89.00					
ID: 000053249I Collection System Maintenance Grade								
Certification Renewal Fees								
1	Oct2020	10/31/19 Certification Renewal Fees	89.00			40 64000	715	10200
Valve								
Total for Vendor:			89.00					
5372	18111S	999999 DELL MARKETING L.P.	171.60					
Global VPN								
1	1036099502	12/10/19 Global VPN	57.20			20 62000	350	10200
2	1036099502	12/10/19 Global VPN	57.20			40 64000	350	10200
3	1036099502	12/10/19 Global VPN	57.20			50 65000	350	10200
Total for Vendor:			171.60					
5377	18112S	635 Emergency Reporting	1,849.60					
Yearly Fire & EMS Subscription								
Subscription Period Jan 2020 to Dec 2020								
1	2019-9542	12/01/19 Yearly Fire & EMS Subscript	1,849.60			20 62000	475	10200
Total for Vendor:			1,849.60					
5382	18113S	112 FGL - ENVIRONMENTAL ANALYTICAL	125.00					
#8000653								
1	984203A	12/02/19 Coliform Colilert	125.00			50 65000	359	10200
5428	18135S	112 FGL - ENVIRONMENTAL ANALYTICAL	42.00					
#8000653								
1	984204A	12/02/19 Metals	42.00			50 65000	358	10200
5429	18135S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	984340A	12/09/19 Metals	67.00			50 65000	358	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
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Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5430 #8000653	18135S	112 FGL - ENVIRONMENTAL ANALYTICAL	20.00					
1	984341A	12/09/19 Coliform	20.00			50 65000	356	10200
5431 #8000653	18135S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	984453A	12/27/19 Metals	67.00			50 65000	358	10200
5432 #8000653	18135S	112 FGL - ENVIRONMENTAL ANALYTICAL	20.00					
1	984458A	12/16/19 Coliform	20.00			50 65000	356	10200
5455 #8000653	18157S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	984545A	01/03/20 Metals	67.00			50 65000	358	10200
5456 #8000653	18157S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	984570A	01/14/19 Metals	67.00			50 65000	358	10200
5457 #8000653	18157S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	080068A	01/16/20 Metals	67.00			50 65000	358	10200
5458 #8000653	18157S	112 FGL - ENVIRONMENTAL ANALYTICAL	200.00					
1	984544A	01/15/20 Coliform-Colilert	200.00			50 65000	359	10200
Total for Vendor:			742.00					
5350 Acct #805-467-2818 Service from 11/22/19 - 12/21/19	18093S	308 FRONTIER COMMUNICATIONS	61.08					
1	Nov~19	11/22/19 SCADA	30.54			40 64000	310	10200
2	Nov~19	11/22/19 SCADA	30.54			50 65000	310	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
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65

Pacific Premier Bank - General Account
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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5384	18114S	308 FRONTIER COMMUNICATIONS	81.32					
Acct #805-467-2015-051216-5								
Service from 12/01/19 ~ 12/31/19								
SCADA								
1	Dec 2019	12/01/19 Alarm	40.66			40 64000	310	10200
2	Dec2019	12/01/19 Alarm	40.66			50 65000	310	10200
5422	18136S	308 FRONTIER COMMUNICATIONS	61.08					
Acct #805-467-2818 010412-5								
Service from 12/22/19 - 1/21/201150								
1150 Mission Street								
1	Dec~19	12/22/19 Building Alarm	20.36			40 64000	310	10200
2	Dec~19	12/22/19 Building Alarm	20.36			50 65000	310	10200
3	Dec~19	12/22/19 Building Alarm	20.36			20 62000	310	10200
Total for Vendor:			203.48					
5333	18094S	125 GREAT WESTERN ALARM	75.60					
A0702								
Service Period: 12/01/19 ~ 12/31/19								
1	191102242	12/01/19 Answering Service	37.80			40 64000	380	10200
2	191102242	12/01/19 Answering Service	37.80			50 65000	380	10200
5334	18094S	125 GREAT WESTERN ALARM	32.00					
GW-661								
Service Period: 12/01/19 ~ 12/31/19								
1	191100545	12/01/19 Alarm Monitoring	16.00			40 64000	380	10200
2	191100545	12/01/19 Alarm Monitoring	16.00			50 65000	380	10200
5423	18137S	125 GREAT WESTERN ALARM	32.00					
GW-661								
Service Period: 1/01/20 ~ 1/31/20								
1	1912005451	01/01/20 Alarm Monitoring	16.00			40 64000	380	10200
2	191000545	01/01/20 Alarm Monitoring	16.00			50 65000	380	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
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Page: 5 of 13
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5424 A0702	18137S 125	GREAT WESTERN ALARM	75.60					
Service Period: 1/01/20 ~ 1/31/20								
1	1912022421	01/01/20 Answering Service	37.80			40 64000	380	10200
2	1912022421	01/01/20 Answering Service	37.80			50 65000	380	10200
Total for Vendor:			215.20					
5433 Acct#292463	18138S 129	HACH	603.40					
1	11768524	12/19/19 Chlorine	201.13			50 65000	356	10200
2	11768524	12/19/19 Chlorine	201.13			50 65000	357	10200
3	11768524	12/19/19 Chlorine	201.14			50 65000	358	10200
Total for Vendor:			603.40					
5385 BLS Instructor Class M Roberson	18115S 134	HELPING HAND HEALTH EDUCATION	300.00					
1	207	12/09/19 BLS Instructor Class	300.00			20 62000	386	10200
5434 CPR Class	18139S 134	HELPING HAND HEALTH EDUCATION	110.00					
Rojas, Beatty, Kamphaus, Hido, Byrn, Freeman, Sobotka, Stiles, Dodds, Parent								
1	208	12/09/19 CPR Class	110.00			20 62000	386	10200
Total for Vendor:			410.00					
5386	18116S 633	KELLY-MOORE PAINTS	232.70					
1	97896	10/21/19 Maintenance	92.93			50 65000	353	10200
2	130713	11/20/19 Well Pipe	139.77			50 65000	353	10200
Total for Vendor:			232.70					
5353	18105S 510	LOCAL IT EXPERTS	890.00					
1	201	12/03/19 IT Service~ Dec 2019	195.80			20 62000	350	10200
2	201	12/03/19 IT Service~ Dec 2019	17.80			30 63000	350	10200
3	201	12/03/19 IT Service~ Dec 2019	320.40			40 64000	350	10200
4	201	12/03/19 IT Service~ Dec 2019	338.20			50 65000	350	10200
5	201	12/03/19 IT Service~ Dec 2019	17.80			60 66000	350	10200
Total for Vendor:			890.00					

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 6 of 13
Report ID: AP100V

67

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5437	18140S	606 MICHAEL SOBOTKA	60.00					
		T2 License renewal Michael Sobotka						
1	020120	12/24/19 T-2 Renewal	60.00			50 65000	386	10200
		Total for Vendor:	60.00					
5398	18132S	559 MONSOON VENTURES, INC.	2,750.00					
		Board & Committee meetings 10-16 ~ 11-21-19						
1	2461	11/26/19 Board & Committee meetings	1,375.00			40 64000	326	10200
2	2461	11/26/19 Board & Committee meetings	1,375.00			50 65000	326	10200
		Total for Vendor:	2,750.00					
5399	18131S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	1,810.28					
		Truck #8601 A/C Fan not working, Check engine light						
1	87276	11/30/19 A/C Fan not working	1,810.28			20 62000	354	10200
5400	18118S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	491.20					
		Truck #8668 Lack of power, regen						
1	89768	11/14/19 Regen on DPF	491.20			20 62000	354	10200
		Total for Vendor:	2,301.48					
5462	18161S	182 NAPA	232.86					
		Batteries Truck #8600						
1	956963	12/04/19 Batteries	232.86			20 62000	354	10200
		Total for Vendor:	232.86					
5403	18119S	636 OFFICE1	72.28					
		Maintenance Contract #CBM6913-02 Samsung/X4250LX						
		Acct No. 013014 Contract Increase						
1	AR494379	12/04/19 Maint Contract 12/4/19~01/3/	36.14			40 64000	334	10200
2	AR494379	12/04/19 Maint Contract 12/4/19~01/3/	36.14			50 65000	334	10200
		Total for Vendor:	72.28					

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 7 of 13
Report ID: AP100V

68

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5426	18141S	638 ONE BEAT CPR	3,850.00					
3 AED								
1	76997	12/23/19 AED	1,925.00			40 64000	490	10200
2	76997	12/23/19 AED	1,925.00			50 65000	490	10200
5427	18141S	638 ONE BEAT CPR	8,115.00					
6 AED								
1	76996-1	12/23/19 6 AED	8,115.00			20 62000	450	10200
Total for Vendor:			11,965.00					
5404	18120S	609 SAN LUIS POWER HOUSE	594.63					
Annual service of Kohler emergency generator Location San Miguel Fire Department								
1	42182	11/21/19 Service Fire Station Generator	594.63			20 62000	351	10200
5405	18120S	609 SAN LUIS POWER HOUSE	562.12					
Annual service of Onan generator Location Mission Garden Lift Station								
1	42181	11/21/19 Service Onan generator	562.12			40 64000	351	10200
Total for Vendor:			1,156.75					
5354	18106S	999999 SAN MIGUEL COMMUNITY SERVICE	14,000.00					
Deposit monies in Pacific Western Bank for long term maintance								
1	12-2019	12/05/19 Deposit	14,000.00			40 10260		10200
Total for Vendor:			14,000.00					
5407	18122S	238 SAN MIGUEL GARBAGE	103.98					
Account # 318694 Service 12/01/19 ~ 12/31/19								
1	10-2019	12/01/19 Trash Disposal	51.99			40 64000	383	10200
2	10-2019	12/01/19 Trash Disposal	51.99			50 65000	383	10200
Total for Vendor:			103.98					

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 8 of 13
Report ID: AP100V

69

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5421	18143S	260 SLO ENVIRONMENTAL HEALTH	120.00					
	PR0007222	Matthew Giuffrida						
		Chargeable report writing/correspondence						
1	IN0125646	12/11/19 Cross Connection	120.00			50 65000	362	10200
		Total for Vendor:	120.00					
5343	18098S	352 STAPLES CREDIT PLAN	239.72					
		Office Supplies						
1	11/08/19	Markers, Dry Erase Board	42.12			40 64000	305	10200
2	11/08/19	Markers, Dry Erase Board	42.12			50 65000	305	10200
3	11/08/19	Paper , Toner	77.74			40 64000	410	10200
4	11/08/19	Paper , Toner	77.74			50 65000	410	10200
		Total for Vendor:	239.72					
5413	18123S	460 STATE WATER RESOURCES CONTROL	295.00					
		Dodds Grade level 3 Waste Water Exam						
1	121319	12/13/19 Dodds Treatment Certificates	295.00			40 64000	715	10200
		Total for Vendor:	295.00					
5408	18124S	534 STREAMLINE	200.00					
		Web Page Hosting						
1	102041	10/10/19 Web Page Monthly Fee Dec	44.00			20 62000	376	10200
2	102041	10/10/19 Web Page Monthly Fee Dec	4.00			30 63000	376	10200
3	102041	10/10/19 Web Page Monthly Fee Dec	72.00			40 64000	376	10200
4	102041	10/10/19 Web Page Monthly Fee Dec	76.00			50 65000	376	10200
5	102041	10/10/19 Web Page Monthly Fee Dec	4.00			60 66000	376	10200
		Total for Vendor:	200.00					
5347	18099S	275 SWRCB ACCOUNTING OFFICE	18,767.00					
		San Miguel Community WWTP						
		System Number: 4010010						
		Billing Period: 07/01/19 - 6/30/2018						
1	WD-016240	11/06/17 Community WWTP	18,767.00*			40 64000	705	10200

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

70

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5348	18099S	275 SWRCB ACCOUNTING OFFICE San Miguel Community Waste Water Collection System Period: 7/01/19 - 6/30/20	2,625.00					
ID#3SS101321	1	WD-0162715 11/06/19 Wast Water Collection Syst	2,625.00*			40 64000	705	10200
		Total for Vendor:	21,392.00					
5412	18125S	282 THE BLUEPRINTER	37.82					
1	77471	11/29/19 WW Treatment	23.06			40 64000	582	10200
2	44543	11/29/19 WWTP Layout	14.76			40 64000	582	10200
		Total for Vendor:	37.82					
5344	18100S	289 TOTALFUNDS BY HASLER	500.00					
Acct#7900011001302978	1	Oct 2019 11/10/19 Postage	250.00			40 64000	315	10200
	2	Oct 2019 11/10/19 Postage	250.00			50 65000	315	10200
		Total for Vendor:	500.00					
5370	18126S	999999 UC REGENTS Central Coast Information Center/ Non-confidential summary records search 10th & 11th Street water line replacement project	150.00					
1	1405	12/10/19 summary records search	150.00			50 65000	353	10200
		Total for Vendor:	150.00					
5438	18144S	298 UNIVAR USA INC Customer #701341 Well 3	553.48					
1	F0914746	12/23/19 SOD HYPO 12.5 % Liquichlor	553.48			50 65000	481	10200
		Total for Vendor:	553.48					
5440	18145S	301 US BANK	4,828.94					
1	Dec 2019	12/23/19 Templeton Uniform	143.21			20 62000	455	10200
2	Dec 2019	12/23/19 Postage	12.55			20 62000	315	10200
3	Dec 2019	12/23/19 Postage	1.14			30 63000	315	10200
4	Dec 2019	12/23/19 Postage	20.54			40 64000	315	10200
5	Dec 2019	12/23/19 Postage	21.68			50 65000	315	10200

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
6	Dec 2019 12/23/19	Postage	1.14			60 66000	315	10200
7	Dec 2019 12/23/19	Brown & Caldwell ~ Job Posti	100.00			40 64000	393	10200
8	Dec 2019 12/23/19	Brown & Caldwell ~ Job Posti	100.00			50 65000	393	10200
9	Dec 2019 12/23/19	BluePrinter scan	51.04			20 62000	320	10200
10	Dec 2019 12/23/19	WPSG EMS Backpack	124.99			20 62000	450	10200
11	Dec 2019 12/23/19	Dollar General	44.40			20 62000	305	10200
12	Dec 2019 12/23/19	Walmart	265.75			20 62000	450	10200
13	Dec 2019 12/23/19	Staples	81.32			40 64000	475	10200
14	Dec 2019 12/23/19	Staples	81.31			50 65000	475	10200
15	Dec 2019 12/23/19	Walmart Cable	4.28			20 62000	475	10200
16	Dec 2019 12/23/19	Walmart Cable	4.28			40 64000	475	10200
17	Dec 2019 12/23/19	Walmart Cable	4.27			50 65000	475	10200
18	Dec 2019 12/23/19	Amazon	13.93			40 64000	305	10200
19	Dec 2019 12/23/19	Amazon	13.93			50 65000	305	10200
20	Dec 2019 12/23/19	Amazon Gloves	50.91			40 64000	305	10200
21	Dec 2019 12/23/19	Amazon Gloves	50.90			50 65000	305	10200
22	Dec 2019 12/23/19	Lowes ~ Pull box	166.97			40 64000	582	10200
23	Dec 2019 12/23/19	Borjon 2006 GMC	951.75			40 64000	354	10200
24	Dec 2019 12/23/19	Borjon 2006 GMC	951.75			50 65000	354	10200
25	Dec 2019 12/23/19	Lowes	107.60			40 64000	582	10200
26	Dec 2019 12/23/19	Home Depot screws	21.13			40 64000	582	10200
27	Dec 2019 12/23/19	Matts Smog #8632	20.88			40 64000	354	10200
28	Dec 2019 12/23/19	Matts Smog #8632	20.87			50 65000	354	10200
29	Dec 2019 12/23/19	Alameda Electrical 22 St Bul	1,347.63			40 64000	353	10200
30	Dec 2019 12/23/19	AMazon dispenser	48.79			20 62000	352	10200
Total for Vendor:			4,828.94					
5411	18129S	327 VALLI INFORMATION SYSTEMS	602.44					
Web Posting service for Nov 2019								
Postage,								
1	56369	Nov 11/30/19 Web Posting, Online Maint.	301.22			40 64000	305	10200
2	56369	Nov 11/30/19 Web Posting, Online Maint.	301.22			50 65000	305	10200
5467	18168S	327 VALLI INFORMATION SYSTEMS	674.73					
Web Posting service for Dec 2019								
Postage,								
1	56883	Dec 12/31/19 Web Posting, Online Maint.	337.37			40 64000	305	10200

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 11 of 13
Report ID: AP100V

72

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
2	56883	Dec 12/31/19 Web Posting, Online Maint.	337.36			50 65000	305	10200
		Total for Vendor:	1,277.17					
5346	18102S	511 VERIZON	90.48					
		Laptop 805-423-7591,805-591-9233,805-591-9352						
		Laptop 805-369-9703						
		11/09/19 ~12/08/19						
1	9839663427	11/08/19 Tablets	20.08			20 62000	310	10200
2	9839663427	11/08/19 Tablets	35.20			40 64000	310	10200
3	9839663427	11/08/19 Tablets	35.20			50 65000	310	10200
5442	18146S	511 VERIZON	120.48					
		Laptop 805-423-7591,805-591-9233,805-591-9352						
		Laptop 805-369-9703						
		12/09/19 ~1/08/20						
1	9843775650	12/08/19 Tablets	20.16			20 62000	310	10200
2	9843775650	12/08/19 Tablets	50.16			40 64000	310	10200
3	9843775650	12/08/19 Tablets	50.16			50 65000	310	10200
		Total for Vendor:	210.96					
5414	18130S	612 WEX BANK	885.26					
1	62297473	11/07/19 Truck #8600	78.72			20 62000	485	10200
2	62297473	11/07/19 Truck #8601	103.98			20 62000	485	10200
3	62297473	11/07/19 Truck #8630	76.24			20 62000	485	10200
4	62297473	11/07/19 Truck #8632	294.41			40 64000	485	10200
5	62297473	11/07/19 Truck #8632	294.40			50 65000	485	10200
6	62297473	11/07/19 Truck #8634	37.51			40 64000	485	10200
5449	18170S	612 WEX BANK	484.18					
1	61785115	12/07/19 Truck #8600	51.47			20 62000	485	10200
2	61785115	12/07/19 Truck #8601	108.39			20 62000	485	10200
3	61785115	12/07/19 Truck #8632	120.73			40 64000	485	10200
4	61785115	12/07/19 Truck #8634	41.42			50 65000	485	10200
5	61785115	12/07/19 Truck #8632	120.74			50 65000	485	10200
6	61785115	12/07/19 Truck #8634	41.43			40 64000	485	10200
		Total for Vendor:	1,369.44					

01/22/20
10:41:17

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 12/19

Page: 12 of 13
Report ID: AP100V

73

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5469	18171S	318 WILDHORSE PROPANE	222.14					
ACCT #SANMI1								
1	U0011239	12/31/19 Propane	48.87			20 62000	382	10200
2	U0011239	12/31/19 Propane	4.44			30 63000	382	10200
3	U0011239	12/31/19 Propane	79.97			40 64000	382	10200
4	U0011239	12/31/19 Propane	84.42			50 65000	382	10200
5	U0011239	12/31/19 Propane	4.44*			60 66000	382	10200
Total for Vendor:			222.14					
# of Claims			60	Total:	60			73,156.38

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$15,835.67
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$91.79
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$46,410.26
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$10,726.87
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$91.79
Total:	\$73,156.38

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40220	Weed Abatement Fees	176.00	1,304.00	1,128.00	-176.00	116 %
40300	Fireworks Permit Fees	0.00	0.00	2,500.00	2,500.00	0 %
40310	Fireworks Refundable C/Up Bond	0.00	-704.00	0.00	704.00	** %
40320	Fire Impact Fees	0.00	7,675.12	0.00	-7,675.12	** %
40410	Mutual Aid Fires	0.00	12,962.09	0.00	-12,962.09	** %
40420	Ambulance Reimbursement	1,237.50	2,435.50	4,400.00	1,964.50	55 %
40500	VFA Assistance Grant	0.00	19,618.78	19,619.00	0.22	100 %
40510	Sponsored Training Fees	0.00	400.00	400.00	0.00	100 %
	Account Group Total:	1,413.50	43,691.49	28,047.00	-15,644.49	156 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	35,771.40	92,659.71	389,155.00	296,495.29	24 %
	Account Group Total:	35,771.40	92,659.71	389,155.00	296,495.29	24 %
46000	Revenues & Interest					
46000	Revenues & Interest	54.87	214.34	168.00	-46.34	128 %
46151	Refund/Adjustments	49.55	115.57	66.00	-49.57	175 %
46153	Plan Check Fees and Inspections	0.00	1,000.00	850.00	-150.00	118 %
46157	Donation	0.00	4,325.00	4,325.00	0.00	100 %
	Account Group Total:	104.42	5,654.91	5,409.00	-245.91	105 %
	Fund Total:	37,289.32	142,006.11	422,611.00	280,604.89	34 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	10,649.34	27,561.78	113,842.00	86,280.22	24 %
	Account Group Total:	10,649.34	27,561.78	113,842.00	86,280.22	24 %
46000	Revenues & Interest					
46000	Revenues & Interest	163.56	1,945.76	0.00	-1,945.76	** %
46100	Realized Earnings	-205.35	4,328.08	0.00	-4,328.08	** %
46150	Miscellaneous Income	0.00	200.00	0.00	-200.00	** %
46151	Refund/Adjustments	9.00	9.00	0.00	-9.00	** %
	Account Group Total:	-32.79	6,482.84	0.00	-6,482.84	** %
	Fund Total:	10,616.55	34,044.62	113,842.00	79,797.38	30 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	80,046.67	465,074.70	867,202.00	402,127.30	54 %
40910	Wastewater Late Charges	1,804.79	7,475.08	5,670.00	-1,805.08	132 %
	Account Group Total:	81,851.46	472,549.78	872,872.00	400,322.22	54 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	5,331.60	14,112.39	58,942.00	44,829.61	24 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
	Account Group Total:	5,331.60	14,112.39	58,942.00	44,829.61	24 %
46000	Revenues & Interest					
46000	Revenues & Interest	41.80	232.67	127.00	-105.67	183 %
46006	IRWM Grants	0.00	112,937.16	177,750.00	64,812.84	64 %
46008	DWR Grants	0.00	0.00	250,000.00	250,000.00	0 %
46150	Miscellaneous Income	432.00	1,296.00	864.00	-432.00	150 %
46151	Refund/Adjustments	81.08	248.74	168.00	-80.74	148 %
	Account Group Total:	554.88	114,714.57	428,909.00	314,194.43	27 %
	Fund Total:	87,737.94	601,376.74	1,360,723.00	759,346.26	44 %
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	59,298.82	465,009.99	859,010.00	394,000.01	54 %
41005	Water Late Charges	2,179.24	10,947.24	8,768.00	-2,179.24	125 %
41010	Water Meter Fees	0.00	-5,000.51	-5,001.00	-0.49	100 %
	Account Group Total:	61,478.06	470,956.72	862,777.00	391,820.28	55 %
46000	Revenues & Interest					
46000	Revenues & Interest	4.72	277.25	300.00	22.75	92 %
46151	Refund/Adjustments	85.58	220.24	435.00	214.76	51 %
	Account Group Total:	90.30	497.49	735.00	237.51	68 %
	Fund Total:	61,568.36	471,454.21	863,512.00	392,057.79	55 %
60 SOLID WASTE DEPARTMENT						
46000	Revenues & Interest					
46000	Revenues & Interest	1.56	3.06	4.00	0.94	77 %
46005	Franchise Fees	3,030.44	15,691.21	32,323.00	16,631.79	49 %
	Account Group Total:	3,032.00	15,694.27	32,327.00	16,632.73	49 %
	Fund Total:	3,032.00	15,694.27	32,327.00	16,632.73	49 %
	Grand Total:	200,244.17	1,264,575.95	2,793,015.00	1,528,439.05	45 %

Fund	Received			Revenue To Be Received	% Received
	Current Month	Received YTD	Estimated Revenue		
20 FIRE PROTECTION DEPARTMENT	37,289.32	142,006.11	422,611.00	280,604.89	34 %
30 STREET LIGHTING DEPARTMENT	10,616.55	34,044.62	113,842.00	79,797.38	30 %
40 WASTEWATER DEPARTMENT	87,737.94	601,376.74	1,360,723.00	759,346.26	44 %
50 WATER DEPARTMENT	61,568.36	471,454.21	863,512.00	392,057.79	55 %
60 SOLID WASTE DEPARTMENT	3,032.00	15,694.27	32,327.00	16,632.73	49 %
Grand Total:	200,244.17	1,264,575.95	2,793,015.00	1,528,439.05	45 %

20 FIRE PROTECTION DEPARTMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
62000 Fire						
62000 Fire	26,938.54	153,393.70	414,965.00	365,401.92	212,008.22	42 %
Account Group Total:	26,938.54	153,393.70	414,965.00	365,401.92	212,008.22	42 %
70000 Transfer Out						
70000 Transfer Out	0.00	0.00	685.00	685.00	685.00	0 %
Account Group Total:	0.00	0.00	685.00	685.00	685.00	0 %
Fund Total:	26,938.54	153,393.70	415,650.00	366,086.92	212,693.22	42 %

30 STREET LIGHTING DEPARTMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	%
						Committed
63000 Lighting						
63000 Lighting	1,341.11	16,886.05	81,969.00	80,540.25	63,654.20	21 %
Account Group Total:	1,341.11	16,886.05	81,969.00	80,540.25	63,654.20	21 %
Fund Total:	1,341.11	16,886.05	81,969.00	80,540.25	63,654.20	21 %

40 WASTEWATER DEPARTMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	%
						Committed
64000 Sanitary						
64000 Sanitary	52,710.67	252,429.80	953,716.00	1,134,250.66	881,820.86	22 %
Account Group Total:	52,710.67	252,429.80	953,716.00	1,134,250.66	881,820.86	22 %
Fund Total:	52,710.67	252,429.80	953,716.00	1,134,250.66	881,820.86	22 %

50 WATER DEPARTMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	%
						Committed
65000 Water						
65000 Water	33,562.67	305,714.83	822,148.00	880,968.86	575,254.03	35 %
Account Group Total:	33,562.67	305,714.83	822,148.00	880,968.86	575,254.03	35 %
Fund Total:	33,562.67	305,714.83	822,148.00	880,968.86	575,254.03	35 %

60 SOLID WASTE DEPARTMENT

Account	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
66000 SOLID WASTE						
66000 SOLID WASTE	1,350.73	8,026.23	24,322.00	26,341.36	18,315.13	30 %
Account Group Total:	1,350.73	8,026.23	24,322.00	26,341.36	18,315.13	30 %
Fund Total:	1,350.73	8,026.23	24,322.00	26,341.36	18,315.13	30 %
Grand Total:	115,903.72	736,450.61	2,297,805.00	2,488,188.05	1,751,737.44	30 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 12/19

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	213,102.50	37,234.45	0.00	11,141.23	9,778.53	229,417.19
10250 HOB - Payroll	555.29	11,141.23	0.00	8,613.22	891.75	2,191.55
10340 Pac Premier Operational Reserve	187,848.16	23.93	0.00	0.00	0.00	187,872.09
10350 HOB - Capital Reserve Acct.	242,836.62	30.94	0.00	0.00	0.00	242,867.56
Total Fund	644,342.57	48,430.55		19,754.45	10,670.28	662,348.39
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	228,214.98	10,658.34	0.00	1,264.16	3,240.74	234,368.42
10250 HOB - Payroll	-43.98	1,264.16	0.00	827.99	449.72	-57.53
10340 Pac Premier Operational Reserve	40,989.55	5.22	0.00	0.00	0.00	40,994.77
10350 HOB - Capital Reserve Acct.	70,154.99	8.94	0.00	0.00	0.00	70,163.93
10460 Cantella & Co. Investment Acct.	150,028.16	149.40	0.00	205.35	0.00	149,972.21
Total Fund	489,343.70	12,086.06		2,297.50	3,690.46	495,441.80
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	325,998.60	90,731.51	0.00	21,605.65	61,974.71	333,149.75
10250 HOB - Payroll	2,319.76	20,730.13	0.00	13,105.95	7,528.52	2,415.42
10260 Pac Western Bank --Long Term	977.81	1.50	0.00	0.00	-14,000.00	14,979.31
10350 HOB - Capital Reserve Acct.	316,342.08	40.30	0.00	0.00	0.00	316,382.38
Total Fund	645,638.25	111,503.44		34,711.60	55,503.23	666,926.86
50 WATER DEPARTMENT						
10150 Cash in SLO County	75,215.66	0.00	0.00	0.00	0.00	75,215.66
10200 Operating Cash - Premier	-46,792.94	80,837.39	0.00	24,088.15	27,266.66	-17,310.36
10250 HOB - Payroll	3,186.11	23,354.50	0.00	14,686.68	8,427.14	3,426.79
10340 Pac Premier Operational Reserve	72.97	0.01	0.00	0.00	0.00	72.98
10350 HOB - Capital Reserve Acct.	14,689.86	1.87	0.00	0.00	0.00	14,691.73
10400 HOB - USDA Reserve	66,940.14	2.84	0.00	0.00	0.00	66,942.98
Total Fund	113,311.80	104,196.61		38,774.83	35,693.80	143,039.78
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	102,872.47	3,030.44	0.00	1,271.08	254.73	104,377.10
10250 HOB - Payroll	177.68	1,271.08	0.00	796.33	398.73	253.70
10340 Pac Premier Operational Reserve	12,162.50	1.55	0.00	0.00	0.00	12,164.05
10350 HOB - Capital Reserve Acct.	49.92	0.01	0.00	0.00	0.00	49.93
Total Fund	115,262.57	4,303.08		2,067.41	653.46	116,844.78
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	905.10	0.00	102,515.37	71,941.32	0.00	31,479.15
10250 HOB - Payroll	0.00	0.00	17,695.86	16,827.23	0.00	868.63
Total Fund	905.10		120,211.23	88,768.55		32,347.78
Totals	2,008,803.99	280,519.74	120,211.23	186,374.34	106,211.23	2,116,949.39

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



San Miguel Community Services District

Regular Board Meeting Staff Report

January 23, 2020

AGENDA ITEMS: XI - 2

SUBJECT: Review and approve **Resolution 2020-02** awarding a contract to Monsoon Consultants to provide professional engineering, hydrological and consulting services.

RECOMMENDATION: Approve Resolution 2020-02 awarding a contract to Monsoon Consultants to provide professional engineering, hydrological and consulting services.

In January 2017 a contract was approved with Monsoon Consultants to provide District Engineering and Consulting services. Since that time Monsoon Consultants staff, and Dr Reely in particular, have been an indispensable asset to the District. Between their work on the District Master Plans, Groundwater Sustainability Plan, our general engineering work and now the Wastewater Treatment Facility studies and expansion they have represented the District in a professional manner and provided knowledge and expertise that the District had not received prior.

The initial contract with Monsoon Consultants was for 3 years, concluding January 2020. That contract allowed for a rate increase after 12 months, however Dr Reely has maintained the same rates that were initially contracted.

Monsoon Consultants is currently wrapping up the Engineering and Groundwater Recharge Study Grant and was awarded a contract for Project Management and construction documents for the WWTF Expansion. Monsoon Consultants has provided invaluable assistance to the District in securing grants for repair projects as well as the WWTF Expansion project.

Because of the quality of work and the attention that Monsoon Consultants has provided the District, staff is recommending that a new contract be awarded for a term of 5 years beginning February 1, 2020.

Current contracted rates:

Engineering

Assoc Engineering Tech	\$65.00/hr
Sr Engineering Tech	\$75.00/hr
Assoc Engineer	\$110.00/hr
Sr Engineer	\$110.00/hr
Principal Engineer	\$110.00/hr

General

Technical/Clerical	\$45.00/hr
Sr Project Mgr.	\$110.00/hr
Outside Consultant	Cost plus 5%
Reimbursable Expenses	Cost plus 5%

Proposed rate schedule:

Engineering

Assoc Engineering Tech	\$90.00/hr
Sr Engineering Tech	\$120.00/hr
Engineer in Training	\$110.00/hr
Staff Engineer	\$135.00/hr
Principal Engineer	\$145.00/hr

General

Technical/Clerical	\$75.00/hr
Outside Consultant	Cost
Reimbursable Expenses	Cost

FISCAL IMPACT:

Though the new contract rates are higher, no budget adjustment is requested at this time. The existing budgeted line items are sufficient to conduct normal engineering and consulting needs.

The rate increase proposed will not require any adjustments to projects currently in progress.

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments:

Resolution No. 2020-02
Proposal from Monsoon Consultants

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated project and the controlling laws and regulations.

**SHORT FORM OF AGREEMENT
BETWEEN
SAN MIGUEL COMMUNITY SERVICES DISTRICT AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the District and Engineer may be better served by using the Agreement Between District and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the District intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, District may wish to consider using EJCDC® C-700, *Standard General Conditions of the Construction Contract, 2013 Edition*, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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(703) 684-2882
www.nspe.org

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1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**SHORT FORM OF AGREEMENT
BETWEEN DISTRICT AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 1, 2020 ("Effective Date") between the SAN MIGUEL COMMUNITY SERVICES DISTRICT ("District") and MONSOON CONSULTANTS ("Engineer").

District's project, of which Engineer's services under this Agreement are a part, is generally identified as follows: DISTRICT ENGINEERING SERVICES FOR THE SAN MIGUEL COMMUNITY SERVICES DISTRICT ("Project").

Engineer's services under this Agreement are generally identified as follows: Under general direction of the General Manager, the District Engineer shall provide assistance in the planning and management of the activities and operations of the Water, Wastewater and Street Lighting Departments including Design, Engineering, Project Management, Inspection Services, Capital Improvement Program Development & Implementation, and other services, programs, and support as may be assigned by the Board of Directors and / or staff of the District (collectively "Services"). In performing these Services, the District Engineer shall coordinate all assigned activities with District staff and outside agencies as required to support the activities of the District.

District and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide a list of Services in writing prior to commencement of work of the Services. If authorized by District, or if required because of changes in the Project, Engineer shall furnish Services, in addition to those set forth above ("Additional Services"), in writing prior to the commencement of work of those Additional Services.
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably with prior written consent of the District.
- D. Engineer agrees to comply with OSHA, EEO, EPA, ADA, Department of Labor, Wage and Hour laws and all other applicable laws and regulations, including federal, state, or local law or ordinance (collectively "Workplace Laws") with respect to Engineer's employees, who may be assigned by Engineer to perform services under this Agreement and agrees to the fullest extent permitted by law, to indemnify, defend and to hold District harmless for all liability incurred by District from a Workplace Laws' claim brought by any employee of Engineer. Engineer shall obtain and pay for workers' compensation, business liability, public liability, comprehensive insurance and all

requisite state, local and federal taxes and employee benefit contributions, including, but not limited to, the Federal Insurance Contributions Act (FICA); the Social Security Act; California Personal Income Tax Withholding (PIT); California Unemployment Taxes (UI); federal income tax withholding; California State Disability Insurance (SDI); for Engineer and any of Engineer's employees. District shall have no responsibility for, nor any right to control any of the forgoing described obligations for Engineer or Engineer's employees. This paragraph shall survive termination of this Agreement.

- E. Except as otherwise provided herein, Engineer shall indemnify, defend, protect, hold harmless, and release the District, its officers, elected officials, and employees, from and against any and all claims of any nature arising solely from or in connection with, or caused by (i) a material breach of this Agreement by the Employee, its employees or contractors; and (ii) negligent or intentional act or omission or willful misconduct of the Engineer, its employees or contractors, in performing Services or Additional Services under this Agreement. Engineer shall have the right to retain legal counsel and control the defense of the claims, including monetary settlement in all matters related to the Engineer's implementation of its indemnification obligation. The District agrees to a joint defense with the Engineer absent an actual conflict of interest. This paragraph shall survive the termination of this Agreement.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices and submit the invoices to District on a monthly basis. Invoices are due and payable within 30 calendar days of receipt. If District fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 calendar days after receipt of Engineer's invoice, then (1) the amounts due to Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven calendar days written notice to District, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and/or Additional Services, District shall pay Engineer as set forth in Sections 2.01, 2.02, and 2.03 of this Agreement. If District disputes an invoice, either as to amount or entitlement, then District shall promptly advise Engineer in writing of the specific basis for doing so, and the District may withhold the disputed portion, but must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. With prior written agreement, District shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees' times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
 2. Engineer's Standard Hourly Rates are provided in Section 8.01 of this Agreement.

2.03 *Additional Services:* For Additional Services, District shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's Standard Hourly Rates are stipulated in Section 8.01 of this Agreement. Any Additional Services shall only be performed with the prior written consent of District.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated for the following reasons:

1. For cause,

a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Cause may include, but is not limited to, failure of District to pay Engineer for its Services is a substantial failure to perform and a basis for termination, or failure of Engineer to complete its Services

b. By Engineer:

(i) upon seven (7) calendar days' written notice if District demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

(ii) upon seven (7) days written notice if the Engineer's Services are delayed for more than ninety (90) calendar days for reasons beyond Engineer's control, or as the result of undisclosed Constituent of Concern at the site of the Project, which is defined in Section 7.01B.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 3.01.A.1.a, if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience, by District effective upon Engineer's receipt of written notice from District.

B. In the event of any termination under Section 3.01, Engineer will be entitled to invoice District and to receive payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services..

4.01 *Successors, Assigns, and Beneficiaries*

- A. This Agreement is binding upon and insures to the benefit of Engineer's successors, assigns, personal representatives, executors and administrators, and the successors and assigns of District. Engineer and District expressly warrant that they have not transferred to any person or entity any rights, obligations, and agreements expressly outlined in this Agreement.
- B. Neither District nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by District or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of District and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any District staff and/or any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any District staff and/or Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a District staff and/or Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any District staff and/or Constructor.
- C. The relationship of Engineer and District is that of independent contractor for all purposes under this Agreement. This Agreement is not intended to create, and shall not be construed as creating, between the Engineer and District, the relationship of principal and agent, joint-venturers, co-partners, or any other similar relationship, the existence of which is expressly denied.
- D. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

- E. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If District requires greater assurance as to probable construction cost, then District agrees to obtain an independent cost estimate.
- F. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. District shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the District, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
1. District acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by District or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at District's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. District shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. Such limited license to District shall not create any rights in third parties.
- H. District and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituent of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. District and Engineer agree to negotiate each dispute between them in good faith during the 30 calendar days after written notice of the dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the State of California. The parties agree that the venue of any action arising from this Agreement shall be in San Luis Obispo County.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising District, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Engineer agrees to maintain the following insurance coverage: a minimum of \$4 million general liability insurance, a minimum of \$2 million professional liability (errors & omissions) insurance, a minimum of \$1 million commercial automobile insurance, and a minimum of \$1 million for workers' compensation as required by the District. The District shall also be listed as additionally insured on the required insurance policies held by Engineer.
- N. The failure of the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- O. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- P. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.
- Q. Both parties warrant and represent to the other that they have full power and authority to enter into and perform this Agreement.
- R. 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

C. Project—any individual task that the District Engineer has been assigned to by the District.

8.01 FEE ESTIMATE:

Engineer’s fees for the scope of services described herein shall be based on man hours expended by District staff, billed at the hourly rates presented below:

BILLING RATES EFFECTIVE FEBRUARY 1, 2020

ENGINEERING

Associate Designer/GIS Technician	\$	90/hr
Senior Designer/GIS Technician	\$	120/hr
Engineer-in-Training.....	\$	110/hr
Staff Engineer	\$	135/hr
Principal Engineer	\$	145/hr

GENERAL

Technical/Clerical Support.....	\$	75/hr
Outside Consultant		Cost
Reimbursable Expenses		Cost (See Note 1)

Note 1: Routine office costs such as computer usage, telephone charges, office supplies, travel, incidental postage, copying, and meals are included in the hourly rates.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

DISTRICT:

San Miguel Community Services District

By: _____

Print Name: Rob Roberson

Title: Interim General Manager

Date Signed: _____

ENGINEER:

Monsoon Consultants

By: Blaine T. Reely

Print Name: Blaine T. Reely, Ph.D, PE

Title: President/CEO

Date Signed: November 8, 2019

License No.: 46806

State of: California

Address for District's receipt of notices:

San Miguel Community Services District
P.O. Box 180
1150 Mission Street
San Miguel, California 93451-0180

Address for Engineer's receipt of notices:

Monsoon Consultants
P.O. Box 151
San Luis Obispo, CA 93406-0151



RESOLUTION No 2020-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
APPROVING A BID AWARD FOR CONTRACTUAL SERVICES TO MONSOON
CONSULTANTS FOR PROVIDING PROFESSIONAL ENGINEERING,
HYDROLOGIST AND CONSULTING SERVICES**

WHEREAS, the San Miguel Community Services District (“the District”) desires to employ the services of Monsoon Consultants (“the Firm”) to provide professional engineering, hydrologist, consulting services and serve as the District Engineer; and

WHEREAS, the Firm desires to be engaged, by contractual agreement, for the specified professional and consulting services related to the operation of District utility services, provide professional civil engineering services as specified and required by the District; and

WHEREAS, the Firm desires to be engaged, by contractual agreement, for these specified professional engineering and management services, at the rates as specified in the contract provided by Monsoon Consultants; and

WHEREAS, the District desires to retain these services from Monsoon Consultants for a period of five (5) years beginning February 1, 2020; and.

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

1. To award a contract to Monsoon Consultants to serve as District Engineer and provide professional civil engineering, hydrological, and consulting services as specified and as may be required by the District based on the rate schedule as shown in the Monsoon Consultant Contract.
2. The District’s General Manager is hereby authorized to execute this Agreement on behalf of the San Miguel Community Services District.

SIGNATURES ON NEXT PAGE

On a motion of Director _____, seconded by Director _____, and on the following Roll Call vote, to wit:

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

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

January 23rd, 2020

AGENDA ITEM: XI-3

SUBJECT:

Discuss and approve Resolution 2020-03 authorizing the Director of Utilities to contract with DE Construction to make repairs to the liner in pond 2 at the Wastewater Treatment Facility at an estimated cost of \$8,500 and authorize a budget increase in an amount of \$8,500 to WWTP Maintenance.

RECOMMENDATION: Authorize the Director of Utilities to contract with DE Construction to make repairs to the liner in pond 2 at the Wastewater Treatment Facility at an estimated cost of \$8,500 and authorize a budget increase in an amount of \$8,500 to WWTP Maintenance.

Early in October the Aerator in Pond 1 suffered a dead short, after sending it to be evaluated, it was determined that it was not able to be repaired.

In order to maintain the required Dissolved Oxygen (D.O.) in the Wastewater the aerator from Pond 2 was moved to Pond 1. When the aerator was pulled out it had a piece of liner stuck to it, finding this piece led to the draining of Pond 2 and discovery of multiple cuts, holes and tears in the liner.

Upon discovery of the holes in the liner, Central Coast Water Quality Control Board (CCWRCB) was notified, as is required, and staff reviewed water quality data per their direction. Based on the water quality data from before the damage is suspected to have happened and current samples there was no appreciable difference, the CCWRCB is not requiring that any additional mitigation measure be taken aside from liner and aerator repairs.

D.E. Construction (a company specializing in basin and wastewater pond liners) was contacted and provided their recommendation and provide a quote to repair the damage to the liner. The recommendation from DE Construction is to repair the liner, not replace it. In their opinion the damage is not significant enough to warrant replacing the entire liner.

They estimate to repair the liner will be approximately \$8,500 however, it may be more if additional punctures and cuts are found during the repair process or additional patches are needed to repair creased sections of liner.

Although this pond may be removed from service with the new treatment plant, due to the time frame the pond needs to be fixed and put back in to service as soon as possible. To maintain adequate treatment of wastewater at the WWTF.

Fiscal Impact:

Increase of \$8,500 to WWTF Maintenance budget.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment:

Resolution 2020-03

Proposal from DE Construction

QUOTATION PROPOSAL

101



LICENSE NO. 733203 PHONE (559) 732-1601
DIR REG. NO. 100008823
14175 AVENUE 344, VISALIA, CA 93292

DATE:11/15/2019

**SAN MIGUEL COMMUNITY SERVICES DIST
PO BOX 180
SAN MIGUEL, CA 93451**

QUOTE NO.
2338

ATTN:
KELLY DODDS

Project: SAN MIGUEL REPAIR

ITEM NO.	Description	Qty	Unit	Rate	Total
1	REPAIR EXISTING 60 MIL SMOOTH LINER - (1) DAY	1	LS	8,500.00	8,500.00

TERMS & CONDITIONS ON THE FINAL PAGE OF THIS QUOTE

Total	\$8,500.00
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QUOTATION PROPOSAL SAN MIGUEL LINER REPAIR

Terms & Conditions:

1. Prices include applicable State, Local, & Federal taxes and freight to the job site.
2. Prices are based on non-union, prevailing wage rates.
3. Excludes all earthwork, concrete, and piping.
4. Any Additional Pipe Boots will be \$250.00/EA.
5. Any Additional Concrete Attachments will be \$23.00/LF.
6. Digging & backfilling of anchor trenches to be done by others.
7. The sub grade must be firm and unyielding to allow the equipment to drive directly on it for the deployment of Geosynthetics.
8. Fees for bonds and permits are not included and will incur additional costs if required.
9. Prices are valid for 30 days from the date of this "Quotation Proposal".
10. Sanitary facilities, dumpster and cost of construction debris disposal are excluded.
11. D & E requires notice to proceed to be given 30 days in advance of the start date.
12. Additional mobilizations required will be an additional charge of \$3,000.00 per mobilization.
13. All standard field quality control procedures will be followed.
14. All costs associated with conformance property testing beyond our standard field quality control testing will be the responsibility of others.
15. D & E is not a design engineering firm, any suggestions or recommendations made by D & E are strictly based on professional opinion and shall be approved by a Professional Engineer.
16. Standard terms of net/30 days applies to all invoices.
17. Insurance requirements that are additional to D & E's standard policy shall incur additional charges equal to the additional cost to D & E. Waivers of subrogation are an additional cost.

SUBMITTED BY: MARIO GARZA

RESOLUTION NO. 2020-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DIRECTOR OF UTILITIES TO
CONTRACT WITH DE CONSTRUCTION FOR POND LINER REPAIRS IN THE AMOUNT OF \$8,500
AND AUTHORIZE A BUDGET ADJUSTMENT FOR \$8,500 TO WWTP MAINTENANCE**

WHEREAS, the San Miguel Community Services District (“District”) operates and maintains the Machado Wastewater Treatment Facility; and

WHEREAS, in November 2019 cuts and holes were found in the liner of pond 2 at the Machado Wastewater Treatment Facility requiring repair; and

WHEREAS, the District Board of Directors (“Board”) acknowledges that occasionally circumstances require changes to the adopted budget to fund unanticipated costs; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby authorizes the Director of Utilities to contract with DE Construction for pond liner repairs in the amount of \$8,500 and authorizes a budget adjustment to WWTP Maintenance in the amount of \$8,500.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 23rd day of January 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel



San Miguel Community Services District

Board of Directors Staff Report

January 23rd, 2020

AGENDA ITEM: XI-4

SUBJECT: Discuss and approve Resolution 2020-04 authorizing the Director of Utilities to purchase a replacement motor and defuser for pond 1 at a cost of \$8,736 including tax and shipping and authorize a budget increase in an equal amount to WWTP Maintenance.

RECOMMENDATION: Approve Resolution 2020-04 authorizing the Director of Utilities to purchase a replacement motor and defuser for pond 1 at a cost of \$8,736 including tax and shipping and authorize a budget increase in an equal amount to WWTP Maintenance.

Early in October the Aerator in Pond 1 suffered a dead short, after sending it to be evaluated, it was determined that it was not able to be repaired.

In order to maintain the required Dissolved Oxygen (D.O.) in the Wastewater the aerator from Pond 2 was moved to Pond 1. Once the pond 2 liner is repaired the aerator will need to be returned to pond 2 to maintain D.O. and an aerator will be required for pond 1.

Valley Electric provided the initial evaluation of the faulty motor; and provided a quote for the replacement. A quote was also solicited from Aqua Aerobics as the manufacturer.

Fiscal Impact:

Increase of \$8,736 to WWTF Maintenance budget.

PREPARED BY:

Kelly Dodds
Director of Utilities

Attachment:
Resolution 2020-04
Proposal from Valley Electric, Aqua Aerobics

RESOLUTION NO. 2020-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DIRECTOR OF UTILITIES TO
PURCHASE A REPLACEMENT AERATOR MOTOR IN THE AMOUNT OF \$8,736 INCLUDING TAX
AND SHIPPING AND AUTHORIZE A BUDGET ADJUSTMENT IN THE SAME AMOUNT TO WWTP
MAINTENANCE (40-582)**

WHEREAS, the San Miguel Community Services District (“District”) operates and maintains the Machado Wastewater Treatment Facility; and

WHEREAS, in November 2019 the aerator motor in pond 1 failed and requires replacement to maintain state compliance; and

WHEREAS, the District Board of Directors (“Board”) acknowledges that occasionally circumstances require changes to the adopted budget to fund unanticipated costs; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby authorizes the Director of Utilities to purchase a replacement motor in the amount of \$8,736 including tax and shipping and authorizes a budget adjustment to WWTP Maintenance (40-582) in the same amount.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 23rd day of January 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel

1/17/2020

Quotation

Valley Electric Motor Service

1500 South Alta St.
Gonzales, Calif. 93926
Ph: 831-675-3770 fax: 831-675-0317
Email: vems@sbcglobal.net

TO:

San Miguel Community Services District
Attention: Kelly Dodds

FOR:

Replacement aerator for wastewater ponds.

Model 925-C-Ecojet Power Module

Includes:

- 25hp 1200rpm 230/460v motor with prop shaft.
- Steel epoxied Discharge cone.
- St St Propeller
- Completely assembled unit with all components.
- Completely balanced and ready to install.

Cost= \$7,675.00

Shipping=\$395.00

Tax= \$665.78

Total= \$8,735.78

*Units can usually ship the same week ordered.

Sincerely, John Bell



Aftermarket Proposal # 55795

TO: San Miguel Community Service District
1150 Mission Street
San Miguel, California 93451

PROJECT: SAN MIGUEL WWTP, CA
San Miguel, CA
USA-MUN

ATN: Kelly Dodds

PROPOSAL DATE: January 13, 2020

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
1	25HP Model SS Aqua-Jet Aerator Power Section, Part #P22H2506-T-L. Power section consists of 230/460 volt, 3 phase, 60 hertz, 1200 RPM premium efficient motor with 1.15 service factor, Class F nonhygroscopic insulation, one-piece 17-4 PH stainless steel shaft, cast stainless steel propeller, diffusion head of 304 stainless steel monolithic casting, and all required shaft parts and fasteners. Power section will be dynamically balanced and ready for installation.	\$8,744.52	\$8,744.52

We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.

Lead Time: 2-3 * Business Weeks

PROPOSAL NOTES:

- Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
- Start-up supervision is NOT included.
- Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
- State and/or local taxes will be charged unless we receive a valid tax exemption certificate, direct pay permit, or other documentation required specifically by the taxing entity prior to shipment. Please note Aqua-Aerobic Systems is not registered to collect Washington, DC, sales taxes; therefore, if order is taxable, Buyer is to accrue sales tax and pay the tax directly.
- Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.
- TRADEMARKS:** Aqua-Aerobic, Aqua-Jet, Aqua-Jet II, AquaDDM, ThermoFlo, Endura Series, OxyMix, Fold-a-Float, Aqua MixAir, AquaCAM-D, AquaSBR, Aqua MSBR, AquaPASS, Aqua BioMax, AquaEnsure, Aqua EnduraTube, Aqua EnduraDisc, Aqua CB-24, AquaDisk, AquaDiamond, AquaDrum, Aqua MiniDisk, Aqua MegaDisk, AquaPrime, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, OptiFiber PF-14, Trust the Tag, AquaABF, Turbilite, AquaMB Process, Aqua-Aerobic MBR, Aqua



UltraFiltration, Aqua MultiBore, Aqua MultiBore Series C, Aqua ElectrOzone, SpareCare, IntelliPro, Aqua Financing Solutions, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners. Nereda® is a registered U.S. trademark of Royal HaskoningDHV.

Pricing Summary

Equipment and/or Accessories: \$8,744.52

Total Job Price: \$8,744.52

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.



TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Denise M. Boehm

By: _____ Date: _____

Denise Boehm, Aftermarket Sales Representative
Aqua-Aerobic Systems, Inc.



San Miguel Community Services District

Board of Directors Staff Report

January 23rd 2020

AGENDA ITEM: XI-5

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 1st quarter 2019 testing the plant is in compliance for single sample but is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *November* the plant averaged 142,739 gallons per day (71% of hydraulic design capacity) with a max day of 186,073 gallons (93% 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.

AERATOR PROJECT

5/17/18 WSC has 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)
- Engineering - \$170,740 (Reimbursable through the IRWM Grant) (\$112,000 received to date)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- The agreement for this grant was received in February 2019 and has been processed and returned, invoices have been submitted to IRWM and the District should receive reimbursement for the initial requests after July.
- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – The District received the agreement for this grant November 2019. The grant is retroactive to 2017.

Applied for/ to

- Started discussion with SLO County on potential for CDBG funds to help pay for construction. Application is in process.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020

NEXT STEPS:*WWTF*

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed a schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental / regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we anticipate that in February 2019, the DE will initiate the preparation of the work plan for the CEQA “Initial Study” and begin the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. Pending receipt of notification of a grant award for the SRF funds, we plan to prepare and issue an RFP 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 second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4th Quarter 2019.

Depending on the revised release date of funds for construction documentation from the DFA 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—1 year 01 months (13 months)

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

Blaine Reely

Blaine Reely, Monsoon Consulting



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

January 23, 2020

AGENDA ITEM: 6

SUBJECT: Fire Department Temporary Housing Unit Follow Up.

RECOMMENDATION: Review product literature, photographs, and approve Staffs' recommendation to move forward in meeting the Immediate Fire Department needs.

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required.

As a follow up to the Board's request to utilize a donated modular trailer, a meeting was scheduled with the County Planning Staff on December 30, 2019. Fire Department and County Planning Staff discussed the possibility of utilizing a donated modular trailer and converting it into living quarters for Fire Department Staff. Other options were also discussed including providing a prefabricated unit and converting existing space into living space.

Below are bullet points outlining the conversations during the December 30, 2019 meeting with County Planning Staff.

Modify a donated modular unit:

- County Planning Staff was not opposed to the potential of utilizing a repurposed modular unit. However, it was the opinion of County Staff that this would be a complicated process due to the required construction documents, inspections, and HUD approval.
- The potential donation trailer will need repairs and modifications in order to function as desired. Initially, a ballpark estimate was approximately \$10,000.00 to accomplish this. However, due to the provided information and the complexity of the reconstruction/refurbishment, this cost would be much higher.
- Additionally, the required construction documents, plan check process and approvals would add significant time to the project.
- County staff was not suggesting that this option was not possible, but probably not the best way to go about serving the Department's needs.

Furnish and install a prefabricated modular unit:

- County Planning Staff stated that this would more than likely be the simplest approach to provide temporary housing.

- The prefabricated modular unit would come with all design documentation and be HUD compliant.
- By installing the modular unit North of the Fire Station provides separation and serrated use allowing for standard construction methods and removes the need to comply with Essential Needs requirements.
- It is the staff's view that the Department would be able to recover most of the initial cost at the time the unit becomes available for surplus sales.
- Additionally, this would be the most time effective approach, avoiding any construction documentation production and HUD approval.

Renovation of current second-floor space to living space.

- County Staff expressed that this would be the best approach serving the long-term need.
- This process would require extensive construction documentation, detailing the original building configuration, modifications that have occurred, and proposed construction plans.
- All work past and present performed within the current building would be required to meet Essential Needs requirements.
- This by far would be the costliest and time-consuming approach at this time due to the complexity of the scope of work, the required exploratory inspections on existing construction, building separation elements required to provide legal sleeping quarters, exit stairs, special inspections, and construction elements required for an Essential Needs Project.
- It is Staffs' opinion that this project shall be addressed and accomplished once construction begins for the Wastewater Treatment Facility.

Staff Recommendation.

- It is the recommendation that the Board allows Staff to move forward with seeking pricing for prefabricated modular units and setup costs.

FISCAL IMPACT:

The potential fiscal impact for furnishing and installing a prefabricated modular unit shall be determined upon completion of the preliminary pricing efforts, prior to proceeding with the final pricing phase.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson











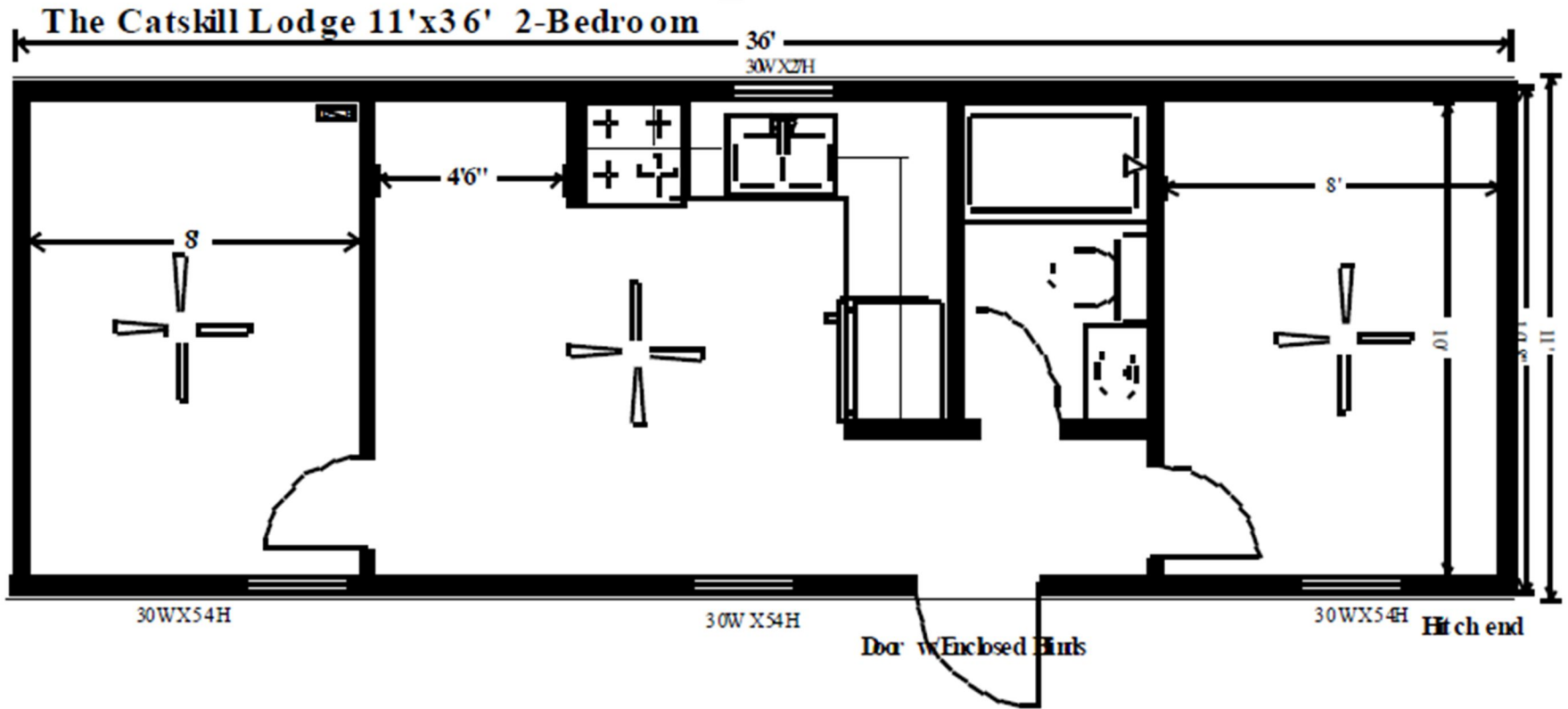




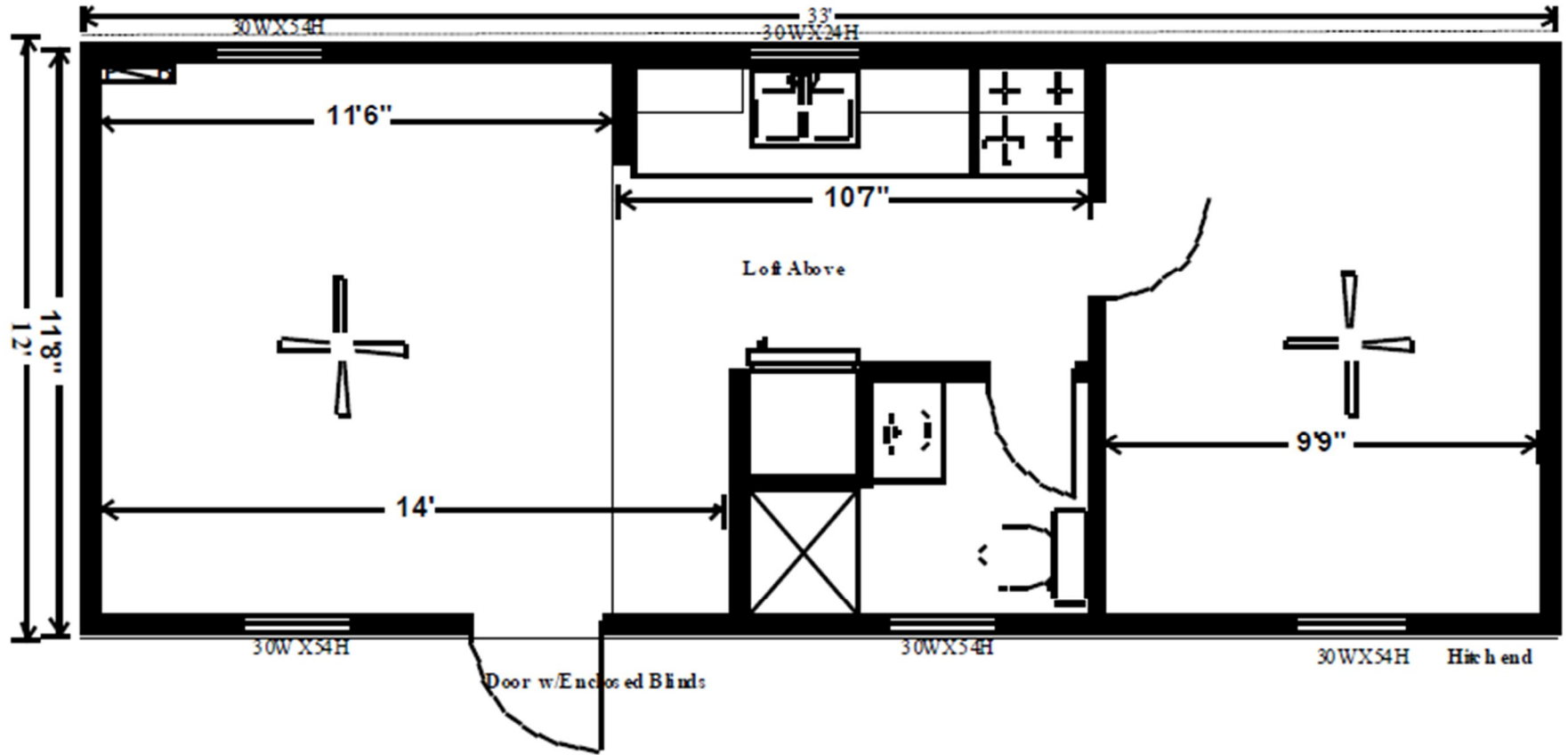
CONFIDENTIAL
PROPERTY





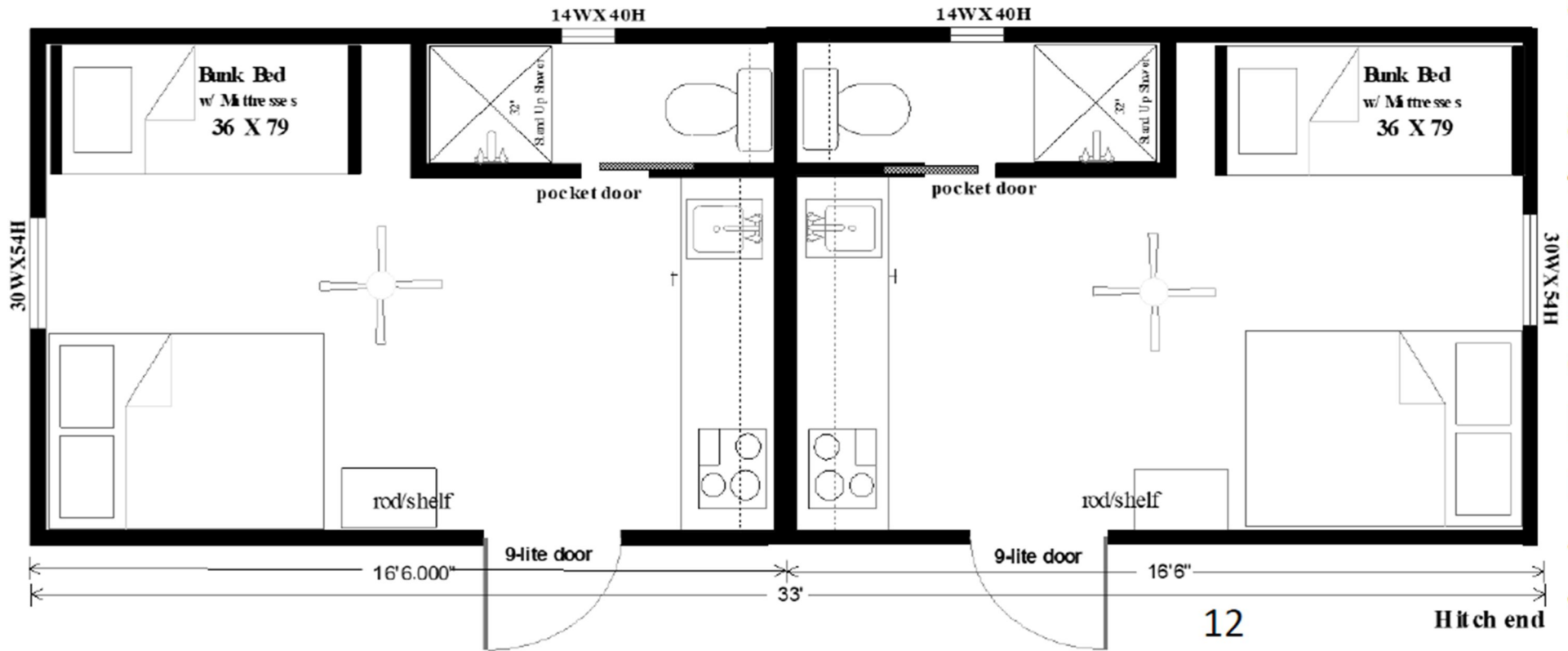


THE CUMBERLAND L8 12'X33' Lodge w/ Bedroom & Loft



The Yellowstone 12' X 33' Duplex Cabin, Beds Included

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Name	Part #	DESCRIPTION	Your Price	MSRP
Cabins & Lodges				
Allegheny 24	C224	12 X 24 1-Rm Cabin W/Kitchen, Bath Loft, Porch	\$29,900	\$34,995
Allegheny 28	C228	12 X 28 1-Rm Cabin W/Kitchen, Bath Loft, Porch	\$31,900	\$36,995
Allegheny 34	C234	12 X 34 1-Rm Cabin W/Kitchen, Bath Loft, Porch	\$34,900	\$38,995
Berkshire 25	C625	12 X 25 2-Rm Cabin W/Kitchen, Bath, BdRm, Porch	\$29,900	\$34,995
Berkshire 29	C629	12 X 29 2-Rm Cabin W/Kitchen, Bath, BdRm, Porch	\$31,900	\$36,995
Berkshire 34	C634	12 X 34 2-Rm Cabin W/Kitchen, Bath, BdRm, Porch	\$34,900	\$38,995
Cascade Lodge	L2	12 X 33 2-Rm Cabin W/Kitchen, Bath Bedroom, Loft	\$38,900	\$42,995
Catskill Lodge	L5	11 X 36 3-Rm Cabin W/Kitchen, Bath, 2-BdRm	\$38,900	\$42,995
Cumberland Lodge	L8	12 X 33 2-Rm Cabin W/Kitchen, Bath Bedroom, Loft	\$38,900	\$42,995
Allyson Lodge	ALLS	12 X 33 2-Rm Cabin W/Kitchen, Bath, Bedroom, Loft	\$46,900	\$49,995
Avalon Lodge	AVE	13'8" X 37'4" 2-Room Cabin w/Porch, Loft, Dormers,Stairs,Etc	\$49,900	\$54,995
Independence Lodge	LADA	12 X 33 2-Rm ADA Cabin W/Kitchen, Bath, BdRm, Loft	\$39,900	\$43,995
Madison Lodge	MAD	11'6" X 33'6" 2-Rm Cabin w/Kitchen,Bath, Loft, Dormers, etc.	\$42,900	\$45,995
Bella Lodge	BEL	11' X 45'7" 2-Rm Cabin w/Kitchen,Bath,Dormers,Chalet,Bay	\$47,900	\$51,995
Pioneer	C725	12 X 25 2-Rm Cabin W/Kitchen, Bath, Rd Rm, Beds	\$33,900	\$36,995
Tonto	C816	12 X 16 Cabin W/Kitchen, Bath, Beds, Porch	\$26,900	\$28,995
Ozark	C816E	12 X 16 Cabin W/Kitchen, Bath, Beds	\$26,900	\$28,995
Navajo	C824	12 X 24 Cabin W/Kitchen, Bath , Beds, Porch	\$31,900	\$34,995
Potomac Bunkhouse	BK	12 X 33 Bunkhouse W/6 Bunk Beds & 2 Baths	\$39,900	\$43,995
Yellowstone Duplex	C816X	12 X 33 Duplex Cabin W/Kitchen, Bath, Beds	\$43,900	\$46,995

Prices, specifications & availability are subject to change without notice. Prices are f.o.b. Production Plant. SET-UP NOT INCLUDED

See Options price list in Catalog (Page 14) for various options available including heat/ac, dormers, windows, doors, appliances, porches, beds, interior paneling, exterior siding, etc.

Note: Heat/AC not included in price of some cabins. See floor plan notes.

Effective 2-19-19 Supercedes all others.SUBJECT TO CHANGE WITHOUT NOTICE.



San Miguel Community Services District

Board of Directors Report

January 14th, 2020

AGENDA ITEM: XI-7

SUBJECT: Discuss and consider funding to bring Land Tax speaker Rick Rybeck to San Miguel.

RECOMMENDATION: Discuss, consider, and provide direction regarding bringing Rick Rybeck to San Miguel.

BACKGROUND:

At the December meeting it was requested to bring in an expert on the subject of the land value taxes vs property taxes so the board could better learn about the subject and make a more informed decision with regards to the proposed Hybrid Tax.

Director Kalvans was able to contact Rick Rybeck of Just Economics LLC, who hosted a webinar on the subject. Mr. Rybeck has expressed interest in coming to San Miguel to meet with the board and go over land based taxes. Mr. Rybeck has decades of experience working on issues related to local governments and is one of the best speakers in the country on the subject.

Mr. Rybeck is asking for \$1,500 for a whole day plus transportation costs to come to San Miguel. The total cost estimates for speaking, flights, and lodging are around \$2,000. With \$300 for a roundtrip flight and about \$75 for a hotel stay and a buffer for incidentals. The costs related to Mr. Rybeck and this report are under the spending thresholds as identified in 1.0 and 6.0 of the Districts Purchasing Policy.

If the board so chooses to bring Mr. Rybeck out to San Miguel, it is recommended that we schedule a time to allow the board members of San Miguel School District to attend, as their agency would also benefit from the proposed plan. Ideally this meeting would take place in February or early March. This would allow staff and or legal to have plenty of time to review it, make modifications, and bring it back to the board for a final vote before the mid June cut off date for the November elections.

Mr. Rybecks email is being attached to this report for review.

FISCAL IMPACT

Cost to bring Mr. Rybeck to San Miguel, and staff time to set up the meeting.

RECOMMENDATION

Discuss, consider, and provide direction regarding bringing Rick Rybeck to San Miguel.

ATTACHED:

1. Email from Rick Rybeck to Director Kalvans.

PREPARED BY:

Anthony Kalvans

Anthony Kalvans, Director

Tamara Parent

From: Anthony Kalvans
Sent: Tuesday, January 14, 2020 3:26 PM
To: Tamara Parent
Cc: Rob Roberson
Subject: Fw: Funding Community Facilities and Services for Affordable, Equitable and Sustainable Development

From: Rick Rybeck <r.rybeck@justeconomicsllc.com>
Sent: Wednesday, January 8, 2020 1:42 PM
To: Anthony Kalvans <anthony.kalvans@sanmiguelcsd.org>
Subject: Funding Community Facilities and Services for Affordable, Equitable and Sustainable Development

Dear Anthony,

It was a pleasure talking to you earlier today. San Miguel appears to be in an interesting situation. After years of decline, population and job growth are beginning to return. However, this creates demands on water and sewer (and other infrastructure facilities and services as well). Therefore, it is important to discover equitable and efficient means for funding essential services. Ideally, these funding mechanisms would also create incentives for more affordable and compact development, thereby utilizing existing infrastructure to the extent possible and minimizing the need for (and expense of) additional facilities and services.

Your research has highlighted "land value return and recycling" as a potential funding mechanism that can accomplish these objectives. Apparently, your Community Services District Board is also anxious to learn more about this approach.

As a former local government official, I helped initiate and implement land value return and recycling. Recently, I co-authored a report on this topic for the Transportation Research Board and I'm under contract with the U.S. Department of Transportation to help disseminate this policy's concepts, effects and administrative requirements. Furthermore, my approach is to explain this approach using stories and plain language, so that every-day people can understand what it is and how it works. I'm glad that you attended my webinar on this topic in November. I would be pleased to come out to San Miguel and discuss land value return with both elected and administrative officials and their staff so that they can assess its potential benefits, costs and administrative requirements. In order for me to provide this information (and respond to questions and concerns) in person, I have the following requirements:

- My travel expenses and lodging must be reimbursed; and
- A \$1,500 daily fee must be paid to Just Economics LLC, with 50% paid in advance.

Successful implementation of land value return and recycling could provide both short-term and long-term fiscal and environmental benefits to San Miguel. Yet, in the very short term, San Miguel is on a tight budget after years of economic decline and disinvestment. I travel economy class and I'm willing to spend a night in somebody's home if that makes it easier to pay my fee. Perhaps you can discuss my requirements with your Board and, assuming their concurrence, then forward my request to the executive official responsible for providing the necessary funds.

I look forward to staying in touch and assisting San Miguel in promoting affordable, equitable and sustainable development in this community.

Regards,

Rick

Rick Rybeck, Director
r.rybeck@justeconomicsllc.com

Just Economics 

Just Economics LLC

1669 Columbia Rd., NW, Suite 116

Washington, DC 20009-3625

202-439-4176

<https://www.justeconomicsllc.com>

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San Miguel Community Services District

Board of Directors Staff Report

January 23, 2020

AGENDA ITEM: XI.8

SUBJECT: Review & Approve **Resolution 2020-05** Approving the Memorandum of Understanding between the San Miguel Employees' Association Confidential and Non-Confidential Units and the San Miguel Community Services District for the Period of February 1, 2020 through January 31, 2023.

STAFF RECOMMENDATION:

Review & Approve **Resolution 2020-05** Approving the Memorandum of Understanding between the San Miguel Employees' Association Confidential and Non-Confidential Units and the San Miguel Community Services District for the Period of February 1, 2020 through January 31, 2023.

BACKGROUND:

Negotiations

On March 28, 2019, the non-management employees of the San Miguel Community Services District ("District") were recognized by the District's Board of Directors as the San Miguel Employees' Association ("SMEA"). SMEA was split into two units, the Confidential and Non-Confidential Units. SMEA represents the following positions: Account Clerk, Utility Worker, Utility Operator, Wastewater Treatment Operator, Wastewater Treatment Worker, Financial Officer, and Bookkeeper.

Shortly thereafter, the District and SMEA began labor negotiations to negotiate a Memorandum of Understanding ("MOU"), which outlines terms and conditions of employment for the employees covered under SMEA.

The District and SMEA met over eight (8) times to negotiate the terms of the MOU. The District and SMEA negotiated in good faith and reached a tentative Agreement.

Key highlights of the proposed MOU are summarized below:

- Term: 3 years
- Salary: 2% cost of living increase each February 1, beginning February 1, 2020
- On-Call Pay: employees will be paid at a rate of \$2.00 per hour for each hour they are on call during after scheduled work hours, during holidays, furlough days, and/or weekend.

{CW090882.1}

- Bilingual Incentive: employees who apply for and are certified to possess appropriate Spanish language skills shall receive an extra \$0.50 per hour to their hourly rate of pay.
- Certification Incentive: employees in the Utility Department, who obtains a license one grade above the minimum qualifications for their job, are eligible to receive an additional \$0.50 per hour to their hourly rate of pay.
- Medical Insurance Benefits: the District will pay 80% of the employees' monthly premium benefits up to \$900 towards group medical insurance benefits.
- Boot Allowance: \$175.00 per year with proof of receipt.

FISCAL IMPACT:

A 2019-2020 budget amendment is not necessary.

STAFF RECOMMENDATION:

2020-05 Approving the Memorandum of Understanding between the San Miguel Employees' Association Confidential and Non-Confidential Units and the San Miguel Community Services District for the Period of February 1, 2020 through January 31, 2023.

PREPARED BY:

Douglas L. White, District General Counsel

RESOLUTION NO. 2020-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN MIGUEL EMPLOYEES' ASSOCIATION CONFIDENTIAL AND NON-CONFIDENTIAL UNITS AND THE SAN MIGUEL COMMUNITY SERVICES DISTRICT FOR THE PERIOD OF FEBRUARY 1, 2020 THROUGH JANUARY 31, 2023.

WHEREAS, the San Miguel Community Services District ("District") and the San Miguel Employees' Association ("SMEA") Confidential and Non-Confidential Units have bargained in good faith to bring forward the terms of the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding, attached as Exhibit A, covers a three-year term effective February 1, 2020, through January 31, 2023; and

WHEREAS, the Board of Directors has reviewed the Memorandum of Understanding between the District and SMEA and finds it in conformance with the direction provided to the District's labor negotiators; and

WHEREAS, to account for the increases to salaries and benefits associated with approval of this Memorandum of Understanding, a 2019-2020 budget amendment is not necessary to appropriate the funds; and

NOW THEREFORE, BE IT RESOLVED, that the Memorandum of Understanding between the District and SMEA, attached hereto as Exhibit A is hereby approved;

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

- AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 23rd day of January 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MIGUEL COMMUNITY SERVICES DISTRICT
AND
SAN MIGUEL EMPLOYEES' ASSOCIATION
NON-CONFIDENTIAL, CONFIDENTIAL UNIT

FEBRUARY 1, 2020
THROUGH
JANUARY 31, 2023

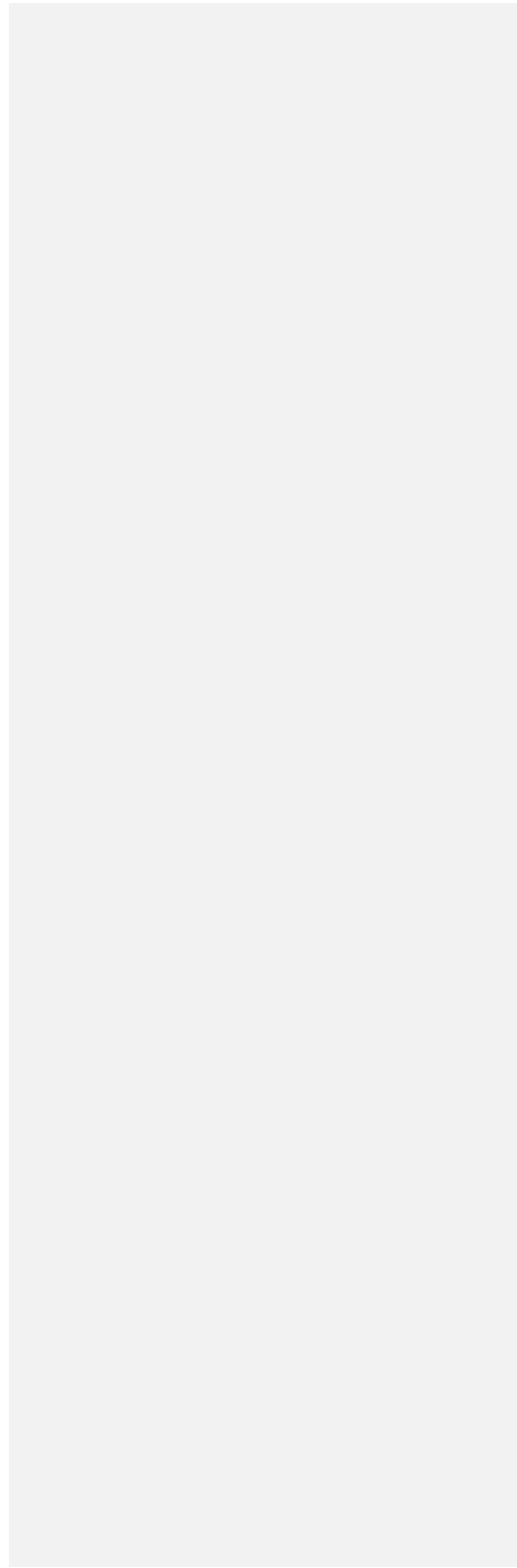
Adopted by Resolution No. 2020-05
January 23, 2020

TABLE OF CONTENTS

ARTICLE I.	GENERAL PROVISIONS
1.1	GENERAL PROVISIONS
1.2	TERM
1.3	NEGOTIATIONS
1.4	REOPENER LANGUAGE
ARTICLE II.	COMPENSATION
2.1	SALARY SCHEDULE
2.2	ON-CALL PAY
2.3	OVERTIME, CALL BACK AND COMPENSATORY TIME
2.4	BILINGUAL INCENTIVE
2.5	CERTIFICATION INCENTIVE
<u>2.6</u>	<u>BOOT ALLOWANCE</u>
ARTICLE III.	RETIREMENT
3.1	DISTRICT RETIREMENT PLAN
ARTICLE IV.	HEALTH AND RELATED
4.1	MEDICAL INSURANCE BENEFITS
4.2	RETIREMENT HEALTH BENEFITS
4.3	DEPENDENT STATUS CHANGE/VERIFICATION
ARTICLE V.	LEAVES
5.1	SICK LEAVE
5.2	VACATIONS
5.3	HOLIDAYS
5.4	TRAINING, EDUCATION LEAVE/PAY
ARTICLE VI.	MISCELLANEOUS
6.1	DIRECT DEPOSIT
6.2	CONTRACTING OUT
6.3	GRIEVANCE PROCEDURES, DISCIPLINARY ACTIONS AND APPEAL PROCEDURES
ARTICLE VII.	MANAGEMENT RIGHTS
7.1	MANAGEMENT RIGHTS
7.2	PRODUCTIVITY
7.3	NEW EMPLOYEE ORIENTATION
7.4	UNION REQUEST FOR BARGAINING INFORMATION
ARTICLE VIII.	ADMINISTRATIVE PROVISIONS
8.1	PRIOR AGREEMENTS
8.2	ALTERATION

ARTICLE IX. APPROVAL AND RATIFICATION

{CW090900.2}



**ARTICLE I
GENERAL PROVISIONS**

1.1 General Provisions

1.1.1 This Memorandum of Understanding (“MOU” or “Agreement”) has been executed by the Interim General Manager on behalf of the San Miguel Community Services District Board of Directors (“District”) and representatives of the San Miguel Employees’ Association Confidential and Non-Confidential Unit (“Union”) representing the San Miguel Employees Unit (“Unit Members”).

1.1.2 This Memorandum of Understanding applies to non-confidential Unit Members in the following classifications:

- Account Clerk
- Utility Worker
- ~~Utility Operator~~Field Operator
- ~~Field Operator~~Lead
- Wastewater Treatment Plant Operator
- Wastewater Treatment ~~Worker~~Plant Operator Lead

1.1.3 This Memorandum of Understanding applies to confidential Unit Members in the following classifications:

- Financial Officer
- Bookkeeper

1.1.4 The Union is a recognized employee organization within the meaning of the District’s rules regarding Employer/Employee Relations, Resolution No ~~NUMBER~~ 2020-05

1.1.5 The Union is the only employee organization which is entitled to meet and confer with the District on behalf of permanent employees employed by the District in the classifications represented by the Union.

1.1.6 Representatives of the District and the Union have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and the District’s rules regarding Employer/Employee Relations for the purpose of reaching an agreement concerning all matters within the scope of representation.

1.1.7 An agreement has been reached.

1.1.8 The District’s Personnel Rules, Drug and Alcohol Workplace Free Policy, and other rules regarding Employer/Employee Relations, as may be amended from time to time after meeting and conferring with the Union, are

Commented [KD1]: These positions are on a alternative work schedule. There isn’t any mention of alternative work schedules in this MOU that I saw.

Will that effect this at all.

Commented [HS2R1]: This shouldn’t affect anything. We just need the employees to agree to the alternative work schedule.

hereby incorporated in this document by reference.

1.2 Term

Except where the context otherwise determines or the MOU otherwise provides, the provisions of this MOU shall apply and shall remain in full force and effect from February 1, 2020, through January 31, 2023 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the parties after good faith negotiations.

1.3 Negotiations

The Union and the District agree to begin negotiations for the contract period beginning February 1, 2023, no later than three months prior to expiration.

1.4 Reopener Language

The District and the Union agree that before December 31, 2022, the meet and confer process shall be convened if the District's General Fund Reserve drops to twenty percent (20%) or below.

ARTICLE II COMPENSATION

2.1 Salary Schedule

- 2.1.1 **Base Salary** shall be defined in this MOU as an employee's hourly rate of pay, which is set forth in the Salary Schedule, attached to this MOU as "Salary Schedule."
- 2.1.2 Effective the first full pay period of February 2020, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).
- 2.1.3 Effective the first full pay period of February 2021, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).
- 2.1.4 Effective the first full pay period of February 2022, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).

2.2 On-Call Pay

- 2.2.1 Selected Unit Members shall be available, as designated by a written schedule approved by the Department Head, for emergency call-out on weekends, holidays, days off, and weekday evenings.
- 2.2.2 On-call employees will be paid at a rate of \$2.00 per hour for each hour they are on call during after scheduled work hours, during holidays, furlough days, and/or weekends.
- 2.2.3 On-Call Duty requirements shall be in accordance with adopted Department policy and the District's Personnel Rules.
- 2.2.4 Should an employee who is not assigned to on-call duty carries a pager or cellular telephone for his or her personal convenience, the employee shall not be compensated for on-call time nor shall the employee be required to respond if paged or telephoned. Unit Members carrying a pager or cellular telephone, but not compensated for on-call time, shall not be restricted in their activities, location or availability.

2.3 Overtime, Call Back and Compensatory Time

2.3.1 Due to the nature of the service that the District provides to the public, non-exempt personnel may be required to work overtime, which may include weekday duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the Department Head with notification in writing to the General Manager. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

2.3.2 Overtime Computation: All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in this MOU or the District's Personnel Rules.

2.3.3 Overtime Compensation/Compensatory Time Off (CTO): In lieu of overtime pay, Unit Members shall be allowed to accrue compensatory time off at the employee's regular rate of pay (as that phrase is defined in the Fair Labor Standards Act of 1938, 28 U.S.C. § 203) at a ratio of one and one half (1 ½) hours of compensatory time off for each hour of overtime worked, subject to the accrual maximum set forth in Section 2.3.4 below. Unit Members desiring to accrue compensatory time off in lieu of receiving overtime pay must designate on his or her timesheet whether he or she would like overtime as cash payment or as compensatory time off for any overtime hours worked. Failure to make a timely request for the accrual of compensatory time off in lieu of overtime pay will result in the employee receiving overtime in pay.

2.3.4 Unit Members shall be allowed to accrue a maximum of sixty (60) hours of compensatory time off per fiscal year. Unit Members who have reached the maximum accrual for compensatory time shall receive pay for any overtime worked while they are at the accrual maximum.

Commented [KD3]: Is this a max of 60 hours per fiscal year as is shown in the personnel policy?

2.3.5 If compensatory time off is unused, Unit Members may either cash out up to forty (40) hours of compensatory time once per year or carry over a cap of sixty (60) hours of compensatory time to the next fiscal year. Employees who leave employment with the District shall be allowed to use compensatory time earned prior to the effective date of separation, or they may be paid the amount of CTO accrued but unused at the date of separation.

Compensatory time earned by an employee, who is required to work in excess of the normal workweek shall be recorded by the employee's immediate supervisor on the employee's timecard.

2.4 Bilingual Incentive

Effective during the Term of this MOU, individuals who apply for and are certified by the District to possess appropriate Spanish language skills shall receive an extra \$0.50 per hour to their Base Salary. Certification or recertification of Spanish language skills may be required every three (3) years. Certification or recertification shall be at the District's discretion and expense.

2.5 Certification Incentive

Any employee in the Utility services department, who obtains a license one grade above the minimum qualifications for his or her job, is eligible to receive an additional \$0.50 per hour more to his or her Base Salary as incentive pay. Qualification is subject to the Director of Utility's written approval. The maximum certification incentive an employee can receive is \$0.50 per hour, no matter how many advanced certificates he or she has obtained.

Commented [KD4]: We talked about this and the intent is that it is \$.50 for additional licenses in general. Not per license.

2.6 Boot Allowance

Utility employees may be reimbursed up to one hundred and seventy-five dollars (\$175.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work. Employee must provide the District a receipt of the work boot purchased in order to obtain the boot allowance. Employee must also provide proof to the Utility Director that a new pair of boots is needed.

**ARTICLE III
RETIREMENT**

3.1 District Retirement Plan

- 3.1.1 The District is a participating employer of the California Public Employees' Retirement System ("CalPERS"). As such, all full-time District employees are automatically enrolled as members of CalPERS.
- 3.1.2 The District's contract with CalPERS, which was executed on February 17, 2004, with an effective date of March 1, 2004, is hereby incorporated into this Agreement by reference. Accordingly, Unrepresented Employees are entitled to the retirement accruals, formula, contributions, and other benefits identified in said contract.

**ARTICLE IV
HEALTH AND RELATED**

4.1 Medical Insurance Benefits

- 4.1.1 The District provides eighty percent (80%) of the employee's monthly premium for health benefits up to Nine Hundred Dollars (\$900.00) toward group medical insurance benefits, for eligible employees and their families ("Monthly Benefit Allowance" or "MBA").
- 4.1.2 Employees will be required to pay the remaining twenty percent (20%) of the monthly health premium and any amount in excess of \$900.00 through a payroll deduction. Employees are encouraged to consult with the General Manager or human resources personnel regarding eligibility, costs and enrollment procedures. Eligible employees may enroll in group health benefits on their hire date.
- 4.1.3 Eligible employees include all employees regularly scheduled to work an average of thirty (30) hours per week and are CalPERS members.
- 4.1.4 If no medical plan is chosen the Permanent Full-Time Unit Member will receive Two Hundred and Twenty-Five Dollars (\$225.00) of the MBA as taxable income per month. These employees must provide the District documentation that they have healthcare provided through another source in order to receive the \$225.00 per month benefit.
- 4.1.5 District will pay 100% of vision and dental coverage for its employees only. Employees may enroll a spouse and/or dependents for the District's vision and dental coverage, but shall be responsible for the benefit cost for spouse and family members for vision and dental coverage. The District shall provide payroll deductions for these expenses.
- 4.1.6 All full-time employees are eligible for health, vision, dental and retirement benefits from their effective date of employment with the District

4.2 Retirement Health Benefits—Employees Hired after May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

Vesting Schedule below for Employees hired as of May 1, 2013

Credited Years of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon Government Code Section 22893.

4.3 Dependent Status Change/Verification

- 4.3.1 If a Unit Member's dependent status changes, the Unit Member is responsible for notifying the District within thirty (30) days of the effective date of the change to ensure that the District's contribution rate is properly adjusted if necessary. The Unit Member's new rate will take effect on the first of the month following the prior month's notification. Under no conditions will a rate change be made retroactive to this date. Failure to notify the District of such a change within thirty (30) days could result in the Unit Member being held financially responsible for any benefit

overpayment. The Unit Member will be required to reimburse the District via payroll deduction for any such benefit overpayment.

- 4.3.2 On an annual basis, the District will require the Unit Member to verify his or her dependent status in writing to ensure that the District is contributing the appropriate amount toward health and dental insurance premiums, and MBA options. The District will use the CalPERS definition of the term "dependent." The District reserves the right to conduct random checks of dependent status.

ARTICLE V LEAVES

5.1 Sick Leave

5.1.1 General

The purpose of sick leave is to provide income protection if a Unit Member must be absent from work due to his or her injury or illness or due to the illness or injury of a family member. A family member includes child (including step-child, parent (including step-parent or parent-in-law), spouse, registered domestic partner, grandparent, great-grandparent, grandchild, or sibling. Sick leave may be used only in case of sickness, disability, medical or dental care.

5.1.2 Accrual

Full-time Unit Members will accrue sick leave at the rate of eight (8) hours for each full month of service completed. There is no maximum accrual of sick leave credits.

Permanent part-time Unit Members accrue sick leave on a pro-rated basis depending on the number of hours they are regularly scheduled to work.

Paid sick leave made available to Unit Members has no cash value, and the District does not pay employees for available sick leave at separation.

5.1.3 Entitlement

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

5.1.4 Usage of Sick Leave

An employee may use available paid sick days beginning on the ninetieth (90th) day of employment. However, at its sole discretion, the District may allow the use of paid sick leave to an employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

“Family member” for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

The employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practicable.

Employees must use sick leave in fifteen (15) minute increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

5.2 Vacations

5.2.1 Vacation Usage

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the Department Head with General Manager approval. Vacation requests must be submitted in writing to the Department Head or General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District

operations or in the event such vacation request conflicts with a previously approved vacation request.

5.2.2 Accrual

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00-04 Years	3.08 Hours	2 Weeks	160 Hours
05-14 Years	4.62 Hours	3 Weeks	240 Hours
15+ Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for all of his or her unused, accrued vacation time at the employee's then current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

5.2.3 Vacation Benefit Cap

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

5.2.4 Vacation Cash-Out

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

5.3 Holidays

5.3.1 The following Holidays are recognized by the District:

January 1	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11	Veterans Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
½ day December 24	Day before Christmas
December 25	Christmas
½ day December 31	New Years' Eve

5.3.2 If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

5.3.3 Full-time District employees, both regular and probationary, are paid for the following District Holidays, whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Employees on a modified work schedule shall only receive eight (8) hours of holiday pay. Employees on a 9/80 schedule shall use one (1) hour of accrued leave for the holiday. Employees on a 4/10 schedule shall use two (2) hours of accrued leave for the holiday. Temporary and part-time employees are not eligible for holiday pay.

Commented [KD5]: This reads like it should be above 5.3.1

Also on the current alternative work week the operators will be losing and hour of pay if they are only entitled to 8 hours.

5.4 Training, Education Leave/Pay

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the Department Head with notification to the General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the discretion of the Department Head with notification to the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses

or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse any education and testing required to maintain job-required certification. If an employee fails a course and/or test required for certification then they will be responsible for all costs to re-take the course and/or tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the employee's Department Head, who shall then notify the General Manager of the required training.

The District shall pay for an employee's mileage to and from the training or testing facility at the standard mileage rate set by the Internal Revenue Service at the time the employee drove to the facility. The District shall also pay any required parking fees at the training or testing facilities, with proof of payment. The District shall pay for an employee's meals in accordance with the District's "Per Diem Policy."

**ARTICLE VI
MISCELLANEOUS**

6.1 Direct Deposit

The District shall continue to make available to Unit Members a Direct Deposit payroll system.

6.2 Contracting Out

Not less than sixty (60) calendar days prior to any final decision on contracting out to do unit work, the District will notify the Union of its intent to contract out. Upon request, the District will meet with the Union to explain the reasons that contract out is being considered, and to discuss the impact of the contract out on Unit Members. Nothing herein should be construed to restrict the District's right to contract out unit work in its sole discretion after meeting and conferring with the Union on the impact of the sub-contracting.

6.3 Grievance Procedures, Disciplinary Actions and Appeal Procedures

Grievances, disciplinary actions and appeals thereto shall be conducted in accordance with the District's Personnel Rules.

ARTICLE VII MANAGEMENT RIGHTS

7.1 Management Rights

The District's rights include, but are not limited to the exclusive rights: To determine the mission of its constituent departments, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its Unit Members; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted and to take all necessary actions to carry out its mission and the technology used in performing its work. District rights also include the right to determine the procedures and standards of selection for promotion, to relieve Unit Members from duty because of lack of work or other legitimate reasons, to take disciplinary action, enlist the aid of an outside hearing officer in the case of Unit Member grievances and personnel matters, and to determine the content of job classifications.

7.2 Productivity

Unit Members will cooperate fully with management in programs designed to increase the level of overall productivity for the mutual benefit to the taxpayers.

7.3 New Employee Orientation

7.3.1 The District will make available a written statement to each new employee hired into a classification of the Union that the employee's classification is represented by the Union.

7.3.2 The District will provide a written notice to the Union of all new employee orientations at least ten (10) calendar days prior to the event. The District may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the District's operation that was not reasonably foreseeable. In the event that the District provides less than ten (10) calendar days' notice and Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees privately before or after the orientation for up to thirty (30) minutes during District time.

7.3.3 The new employee orientation notice provided to Union will include the date, time, and location of the orientation.

7.3.4 Union representatives will be permitted to make a presentation of up to thirty (30) minutes at the beginning of the new employee orientation and may provide written materials to new employees.

7.4 Union Request for Bargaining Unit Information

- 7.4.1 The District shall subsequently make available electronically updated Bargaining Unit information to Union by July 15th and January 15th of each year or upon request from the Union for an additional update. Subject to the provisions of Government Code Sections 3558 and 6254.3, the updated information shall include the name, job title, work location, home address, work, home and personal cell phone number and personal email address on file with the District for employees represented by the bargaining unit. If the District does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.
- 7.4.2 The District and Union jointly agree that pursuant to Government Code Section 6254.3, home addresses, home and personal cellular phone numbers and personal email addresses of District employees are not public record and may be released to Union only in accordance with, and subject to the restrictions of Government Code Sections 3558 and 6254.3. District and Union agree that disclosure of the information to Union does not alter the non-public character of that information, and that District's release of the information is intended only to aid the Union in its capacity as the employees' duly elected representative for purposes of collective bargaining, administration of this MOU, or to address labor and employment relations matters with the District. Any information released to the Union, pursuant to this section shall not cause the information to become a public record.
- 7.4.3 Any information provided under this section shall be safeguarded by the Union, as required by California law.
- 7.4.4 In accordance with Government Code section 3502.5(b), Union agrees to hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this Agreement.

**ARTICLE VIII
ADMINISTRATIVE PROVISIONS**

8.1 Prior Agreement

- 8.1.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Items contained in previous Memorandum of Understanding and/or Board of Directors resolution which are not superseded or modified by this Agreement remain in effect.
- 8.1.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. Matters within the scope of representation not covered by this Memorandum of Understanding shall not be changed until the District has given prior notice to and met and conferred with the Union.

8.2 Alteration

- 8.2.1 No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District and the Union.
- 8.2.2 In the event of an unanticipated catastrophic decline in revenue or increase in expenditure, defined as a single event which changes revenue or expenditure by twenty percent (20%) or more in a single fiscal year, District and Union agree to meet and confer regarding methods to weather the event by means of including, but not limited to, layoffs, deferral of implementation of one or more provisions of this contract, increased revenue generation, etc.

**ARTICLE IX
APPROVAL AND RATIFICATION**

9.1 This Memorandum of Understanding shall become effective when approved by Resolution of the San Miguel Community Services District Board of Directors and ratified by the Union membership.

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Ashley Sangster
Board President

Rob Roberson
Interim General Manager

SAN MIGUEL EMPLOYEES' ASSOCIATION

SMEA Negotiating Team

Mike Sobotka
SMEA Non-Confidential President

Paola Freeman
SMEA Confidential Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MIGUEL COMMUNITY SERVICES DISTRICT
AND
SAN MIGUEL EMPLOYEES' ASSOCIATION
NON-CONFIDENTIAL, CONFIDENTIAL UNIT

FEBRUARY 1, 2020
THROUGH
JANUARY 31, 2023

Adopted by Resolution No. 2020-05
January 23, 2020

TABLE OF CONTENTS

ARTICLE I.	GENERAL PROVISIONS
1.1	GENERAL PROVISIONS
1.2	TERM
1.3	NEGOTIATIONS
1.4	REOPENER LANGUAGE
ARTICLE II.	COMPENSATION
2.1	SALARY SCHEDULE
2.2	ON-CALL PAY
2.3	OVERTIME, CALL BACK AND COMPENSATORY TIME
2.4	BILINGUAL INCENTIVE
2.5	CERTIFICATION INCENTIVE
2.6	BOOT ALLOWANCE
ARTICLE III.	RETIREMENT
3.1	DISTRICT RETIREMENT PLAN
ARTICLE IV.	HEALTH AND RELATED
4.1	MEDICAL INSURANCE BENEFITS
4.2	RETIREMENT HEALTH BENEFITS
4.3	DEPENDENT STATUS CHANGE/VERIFICATION
ARTICLE V.	LEAVES
5.1	SICK LEAVE
5.2	VACATIONS
5.3	HOLIDAYS
5.4	TRAINING, EDUCATION LEAVE/PAY
ARTICLE VI.	MISCELLANEOUS
6.1	DIRECT DEPOSIT
6.2	CONTRACTING OUT
6.3	GRIEVANCE PROCEDURES, DISCIPLINARY ACTIONS AND APPEAL PROCEDURES
ARTICLE VII.	MANAGEMENT RIGHTS
7.1	MANAGEMENT RIGHTS
7.2	PRODUCTIVITY
7.3	NEW EMPLOYEE ORIENTATION
7.4	UNION REQUEST FOR BARGAINING INFORMATION
ARTICLE VIII.	ADMINISTRATIVE PROVISIONS
8.1	PRIOR AGREEMENTS
8.2	ALTERATION

ARTICLE IX. APPROVAL AND RATIFICATION

ARTICLE I GENERAL PROVISIONS

1.1 General Provisions

1.1.1 This Memorandum of Understanding ("MOU" or "Agreement") has been executed by the Interim General Manager on behalf of the San Miguel Community Services District Board of Directors ("District") and representatives of the San Miguel Employees' Association Confidential and Non-Confidential Unit ("Union") representing the San Miguel Employees Unit ("Unit Members").

1.1.2 This Memorandum of Understanding applies to non-confidential Unit Members in the following classifications:

- Account Clerk
- Utility Worker
- Field Operator
- Field Operator Lead
- Wastewater Treatment Plant Operator
- Wastewater Treatment Plant Operator Lead

1.1.3 This Memorandum of Understanding applies to confidential Unit Members in the following classifications:

- Financial Officer
- Bookkeeper

1.1.4 The Union is a recognized employee organization within the meaning of the District's rules regarding Employer/Employee Relations, Resolution No 2020-05

1.1.5 The Union is the only employee organization which is entitled to meet and confer with the District on behalf of permanent employees employed by the District in the classifications represented by the Union.

1.1.6 Representatives of the District and the Union have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and the District's rules regarding Employer/Employee Relations for the purpose of reaching an agreement concerning all matters within the scope of representation.

1.1.7 An agreement has been reached.

1.1.8 The District's Personnel Rules, Drug and Alcohol Workplace Free Policy, and other rules regarding Employer/Employee Relations, as may be amended from time to time after meeting and conferring with the Union, are

hereby incorporated in this document by reference.

1.2 Term

Except where the context otherwise determines or the MOU otherwise provides, the provisions of this MOU shall apply and shall remain in full force and effect from February 1, 2020, through January 31, 2023 and for such reasonable time thereafter as may be required to ratify, revise and supersede such provisions by action taken by the parties after good faith negotiations.

1.3 Negotiations

The Union and the District agree to begin negotiations for the contract period beginning February 1, 2023, no later than three months prior to expiration.

1.4 Reopener Language

The District and the Union agree that before December 31, 2022, the meet and confer process shall be convened if the District's General Fund Reserve drops to twenty percent (20%) or below.

ARTICLE II COMPENSATION

2.1 Salary Schedule

- 2.1.1 **Base Salary** shall be defined in this MOU as an employee's hourly rate of pay, which is set forth in the Salary Schedule, attached to this MOU as "Salary Schedule."
- 2.1.2 Effective the first full pay period of February 2020, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).
- 2.1.3 Effective the first full pay period of February 2021, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).
- 2.1.4 Effective the first full pay period of February 2022, the Salary Schedule shall be revised. This revision shall reflect an increase in Base Salary of two percent (2%).

2.2 On-Call Pay

- 2.2.1 Selected Unit Members shall be available, as designated by a written schedule approved by the Department Head, for emergency call-out on weekends, holidays, days off, and weekday evenings.
- 2.2.2 On-call employees will be paid at a rate of \$2.00 per hour for each hour they are on call during after scheduled work hours, during holidays, furlough days, and/or weekends.
- 2.2.3 On-Call Duty requirements shall be in accordance with adopted Department policy and the District's Personnel Rules.
- 2.2.4 Should an employee who is not assigned to on-call duty carries a pager or cellular telephone for his or her personal convenience, the employee shall not be compensated for on-call time nor shall the employee be required to respond if paged or telephoned. Unit Members carrying a pager or cellular telephone, but not compensated for on-call time, shall not be restricted in their activities, location or availability.

2.3 Overtime, Call Back and Compensatory Time

- 2.3.1 Due to the nature of the service that the District provides to the public, non-exempt personnel may be required to work overtime, which may include weekday duty along with days which are longer than eight hours in length.

All overtime hours worked shall be authorized in advance by the Department Head with notification in writing to the General Manager. Employees working overtime without prior approval by the appropriate individual may be subject to discipline.

- 2.3.2 Overtime Computation: All non-exempt employees who work in excess of his or her regular work schedule, normally eight (8) hours in a workday, or forty (40) hours in a workweek, shall be entitled to overtime compensation at the rate of time and one-half of their regular rate of pay, except as otherwise provided for in this MOU or the District's Personnel Rules.
- 2.3.3 Overtime Compensation/Compensatory Time Off (CTO): In lieu of overtime pay, Unit Members shall be allowed to accrue compensatory time off at the employee's regular rate of pay (as that phrase is defined in the Fair Labor Standards Act of 1938, 28 U.S.C. § 203) at a ratio of one and one half (1 ½) hours of compensatory time off for each hour of overtime worked, subject to the accrual maximum set forth in Section 2.3.4 below. Unit Members desiring to accrue compensatory time off in lieu of receiving overtime pay must designate on his or her timesheet whether he or she would like overtime as cash payment or as compensatory time off for any overtime hours worked. Failure to make a timely request for the accrual of compensatory time off in lieu of overtime pay will result in the employee receiving overtime in pay.
- 2.3.4 Unit Members shall be allowed to accrue a maximum of sixty (60) hours of compensatory time off per fiscal year. Unit Members who have reached the maximum accrual for compensatory time shall receive pay for any overtime worked while they are at the accrual maximum.
- 2.3.5 If compensatory time off is unused, Unit Members may either cash out up to forty (40) hours of compensatory time once per year or carry over a cap of sixty (60) hours of compensatory time to the next fiscal year. Employees who leave employment with the District shall be allowed to use compensatory time earned prior to the effective date of separation, or they may be paid the amount of CTO accrued but unused at the date of separation.

Compensatory time earned by an employee, who is required to work in excess of the normal workweek shall be recorded by the employee's immediate supervisor on the employee's timecard.

2.4 Bilingual Incentive

Effective during the Term of this MOU, individuals who apply for and are certified by the District to possess appropriate Spanish language skills shall receive an extra \$0.50 per hour to their Base Salary. Certification or recertification of Spanish language skills may be required every three (3) years. Certification or recertification shall be at the District's discretion and expense.

2.5 Certification Incentive

Any employee in the Utility services department, who obtains a license one grade above the minimum qualifications for his or her job, is eligible to receive an additional \$0.50 per hour more to his or her Base Salary as incentive pay. Qualification is subject to the Director of Utility's written approval. The maximum certification incentive an employee can receive is \$0.50 per hour, no matter how many advanced certificates he or she has obtained.

2.6 Boot Allowance

Utility employees may be reimbursed up to one hundred and seventy-five dollars (\$175.00) per fiscal year to cover the cost of footwear that employees are required to wear to perform the District work. Employee must provide the District a receipt of the work boot purchased in order to obtain the boot allowance. Employee must also provide proof to the Utility Director that a new pair of boots is needed.

**ARTICLE III
RETIREMENT**

3.1 District Retirement Plan

- 3.1.1 The District is a participating employer of the California Public Employees' Retirement System ("CalPERS"). As such, all full-time District employees are automatically enrolled as members of CalPERS.
- 3.1.2 The District's contract with CalPERS, which was executed on February 17, 2004, with an effective date of March 1, 2004, is hereby incorporated into this Agreement by reference. Accordingly, Unrepresented Employees are entitled to the retirement accruals, formula, contributions, and other benefits identified in said contract.

ARTICLE IV HEALTH AND RELATED

4.1 Medical Insurance Benefits

- 4.1.1 The District provides eighty percent (80%) of the employee's monthly premium for health benefits up to Nine Hundred Dollars (\$900.00) toward group medical insurance benefits, for eligible employees and their families ("Monthly Benefit Allowance" or "MBA").
- 4.1.2 Employees will be required to pay the remaining twenty percent (20%) of the monthly health premium and any amount in excess of \$900.00 through a payroll deduction. Employees are encouraged to consult with the General Manager or human resources personnel regarding eligibility, costs and enrollment procedures. Eligible employees may enroll in group health benefits on their hire date.
- 4.1.3 Eligible employees include all employees regularly scheduled to work an average of thirty (30) hours per week and are CalPERS members.
- 4.1.4 If no medical plan is chosen the Permanent Full-Time Unit Member will receive Two Hundred and Twenty-Five Dollars (\$225.00) of the MBA as taxable income per month. These employees must provide the District documentation that they have healthcare provided through another source in order to receive the \$225.00 per month benefit.
- 4.1.5 District will pay 100% of vision and dental coverage for its employees only. Employees may enroll a spouse and/or dependents for the District's vision and dental coverage, but shall be responsible for the benefit cost for spouse and family members for vision and dental coverage. The District shall provide payroll deductions for these expenses.
- 4.1.6 All full-time employees are eligible for health, vision, dental and retirement benefits from their effective date of employment with the District

4.2 Retirement Health Benefits—Employees Hired after May 1, 2013

The District currently provides retirement health benefits to eligible employees through CalPERS. These benefits are governed by the District's contract with CalPERS (including the plan documents), California state law, and applicable regulations. Should you want to review the plan or have further questions regarding this benefit, please call the District representative, who is currently the Finance Officer, and set up an appointment to go over the plan. The District reserves the right to change or discontinue this plan, consistent with any legal obligations it may have.

Vesting Schedule below for Employees hired as of May 1, 2013

Credited Years of Service	Percentage of Employer Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20 or more	100%

The credited service for purposes of determining the percentage of employer contributions shall mean service as defined in Government Code Section 20069 except that not less than five years of that service shall be performed entirely with District.

The percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon Government Code Section 22893.

4.3 Dependent Status Change/Verification

4.3.1 If a Unit Member's dependent status changes, the Unit Member is responsible for notifying the District within thirty (30) days of the effective date of the change to ensure that the District's contribution rate is properly adjusted if necessary. The Unit Member's new rate will take effect on the first of the month following the prior month's notification. Under no conditions will a rate change be made retroactive to this date. Failure to notify the District of such a change within thirty (30) days could result in the Unit Member being held financially responsible for any benefit

overpayment. The Unit Member will be required to reimburse the District via payroll deduction for any such benefit overpayment.

- 4.3.2 On an annual basis, the District will require the Unit Member to verify his or her dependent status in writing to ensure that the District is contributing the appropriate amount toward health and dental insurance premiums, and MBA options. The District will use the CalPERS definition of the term “dependent.” The District reserves the right to conduct random checks of dependent status.

ARTICLE V LEAVES

5.1 Sick Leave

5.1.1 General

The purpose of sick leave is to provide income protection if a Unit Member must be absent from work due to his or her injury or illness or due to the illness or injury of a family member. A family member includes child (including step-child, parent (including step-parent or parent-in-law), spouse, registered domestic partner, grandparent, great-grandparent, grandchild, or sibling. Sick leave may be used only in case of sickness, disability, medical or dental care.

5.1.2 Accrual

Full-time Unit Members will accrue sick leave at the rate of eight (8) hours for each full month of service completed. There is no maximum accrual of sick leave credits.

Permanent part-time Unit Members accrue sick leave on a pro-rated basis depending on the number of hours they are regularly scheduled to work.

Paid sick leave made available to Unit Members has no cash value, and the District does not pay employees for available sick leave at separation.

5.1.3 Entitlement

An employee working for the District, on or after July 1, 2015, for thirty (30) or more calendar days within a year is entitled to paid sick leave.

Public sector employees, who are a recipient of a retirement allowance and employed without reinstatement into his or her respective retirement system, are not entitled to Paid Sick Leave under this policy.

The amount of paid sick leave available to an employee will be reflected on his or her pay stub every pay period.

5.1.4 Usage of Sick Leave

An employee may use available paid sick days beginning on the ninetieth (90th) day of employment. However, at its sole discretion, the District may allow the use of paid sick leave to an employee in advance of the 90th day of employment with proper documentation.

The District shall allow the use of paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

“Family member” for purposes of this paid sick leave policy means:

- A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis, regardless of the age or dependency status);
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

The employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practicable.

Employees must use sick leave in fifteen (15) minute increments.

Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the employee was scheduled for a four (4) hour shift, they will be compensated with 4 hours of paid sick time only.

5.2 Vacations

5.2.1 Vacation Usage

Full-time District employees, both regular and probationary, are eligible for vacation benefits. Employees are encouraged to use their accrued paid vacation time. Employees who are normally scheduled to work fewer than forty (40) hours per week, and temporary employees, are not eligible for vacation accrual.

Vacations may be scheduled at any time during the year upon the approval of the Department Head with General Manager approval. Vacation requests must be submitted in writing to the Department Head or General Manager with at least seventy-two (72) hours advanced notice.

Vacation requests may be denied in order to maintain sufficient staffing of District

operations or in the event such vacation request conflicts with a previously approved vacation request.

5.2.2 Accrual

Employees must complete six (6) months of employment with the District prior to using any accrued vacation benefits. Employees shall not accrue vacation time during any period of unpaid absence from work.

Employees accrue vacation benefits beginning the first pay period of employment in accordance with the following schedule, which is based on bi-weekly pay periods of eighty (80) hours (i.e., based on a full-time schedule):

<u>YEARS OF SERVICE</u>	<u>VACATION BENEFIT PER PAY PERIOD</u>	<u>WEEKS PER YEAR</u>	<u>ACCRUAL CAP</u>
00-04 Years	3.08 Hours	2 Weeks	160 Hours
05-14 Years	4.62 Hours	3 Weeks	240 Hours
15+ Years	6.15 Hours	4 Weeks	320 Hours

Upon separation of employment for any reason, the District shall compensate the employee for all of his or her unused, accrued vacation time at the employee's then current straight time rate of pay.

The District does not require an employee to take vacation time during periods of illness. However, the employee may elect to take vacation time in case of extended illness where paid sick leave, if any, has been exhausted.

5.2.3 Vacation Benefit Cap

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of two times her or his annual entitlement to vacation pay at one time. Once an employee reaches this cap, the employee will cease accruing any additional vacation pay. When the employee uses enough vacation pay to fall below the cap, the employee will start accruing vacation pay again.

5.2.4 Vacation Cash-Out

An employee may cash-out up to two (2) weeks of vacation each fiscal year provided that the employee has at least two weeks of vacation available after any cash-out.

5.3 Holidays

5.3.1 The following Holidays are recognized by the District:

January 1	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
3rd Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11	Veterans Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Day after Thanksgiving Day
½ day December 24	Day before Christmas
December 25	Christmas
½ day December 31	New Years' Eve

5.3.2 If a District-paid holiday falls on a Saturday, eligible employees are generally given the preceding Friday off. If a District-paid holiday falls on a Sunday, employees are generally given the following Monday off. If the day of holiday observance falls during an employee's vacation period, and falls on a day the employee is regularly scheduled to work (but for his or her vacation), that day shall be considered as a paid holiday and not vacation time.

5.3.3 Full-time District employees, both regular and probationary, are paid for the following District Holidays, whether or not they are scheduled to actually work on that holiday. Full-time employees receive eight (8) hours of holiday pay at straight time on the observed holiday. Employees on a modified work schedule shall only receive eight (8) hours of holiday pay. Employees on a 9/80 schedule shall use one (1) hour of accrued leave for the holiday. Employees on a 4/10 schedule shall use two (2) hours of accrued leave for the holiday. Temporary and part-time employees are not eligible for holiday pay.

5.4 Training, Education Leave/Pay

In support of the District's overall belief in the continuing education and development of staff, employees may request educational leave for time spent attending classes, training, seminars, or other training specified or approved in advance by the Department Head with notification to the General Manager, if mandated by new regulatory requirements for an individual position or there is a demonstrative value to the District as determined by the General Manager. The amount of the educational time granted, if any and whether or not some or all of the time will be paid, will be determined in advance of attendance and at the discretion of the Department Head with notification to the General Manager.

Employees will be paid their regular wages, if job requires certification or recertification for their position or work duties when required to attend classes or courses during normal work hours for the benefit of the District, or only when needed for the employee's continuing education for required licenses or certification.

It is the employee's responsibility to maintain all appropriate or required licenses and certificates for his or her position. District will not pay for courses, credentials, licenses

or certificates not required for an employee's duty position. If an employee loses a required license or certificate, he or she may be subject to discipline that may include demotion or termination.

The District supports education and training programs that improve the skills, qualifications, performance, and proficiency of the District employees. In addition, some of the positions within the District require employees to possess certifications. It is each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job assignment. The District will cover or reimburse any education and testing required to maintain job-required certification. If an employee fails a course and/or test required for certification then they will be responsible for all costs to re-take the course and/or tests.

Where the District requires the employee to take training or where the employee is required by his or her position to maintain certification, employee shall submit a written request for training or certification to the employee's Department Head, who shall then notify the General Manager of the required training.

The District shall pay for an employee's mileage to and from the training or testing facility at the standard mileage rate set by the Internal Revenue Service at the time the employee drove to the facility. The District shall also pay any required parking fees at the training or testing facilities, with proof of payment. The District shall pay for an employee's meals in accordance with the District's "Per Diem Policy."

**ARTICLE VI
MISCELLANEOUS**

6.1 Direct Deposit

The District shall continue to make available to Unit Members a Direct Deposit payroll system.

6.2 Contracting Out

Not less than sixty (60) calendar days prior to any final decision on contracting out to do unit work, the District will notify the Union of its intent to contract out. Upon request, the District will meet with the Union to explain the reasons that contract out is being considered, and to discuss the impact of the contract out on Unit Members. Nothing herein should be construed to restrict the District's right to contract out unit work in its sole discretion after meeting and conferring with the Union on the impact of the sub-contracting.

6.3 Grievance Procedures, Disciplinary Actions and Appeal Procedures

Grievances, disciplinary actions and appeals thereto shall be conducted in accordance with the District's Personnel Rules.

ARTICLE VII MANAGEMENT RIGHTS

7.1 Management Rights

The District's rights include, but are not limited to the exclusive rights: To determine the mission of its constituent departments, commissions and boards, set standards of service; to determine the procedures and standards of selection for employment; to direct its Unit Members; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which government operations are to be conducted and to take all necessary actions to carry out its mission and the technology used in performing its work. District rights also include the right to determine the procedures and standards of selection for promotion, to relieve Unit Members from duty because of lack of work or other legitimate reasons, to take disciplinary action, enlist the aid of an outside hearing officer in the case of Unit Member grievances and personnel matters, and to determine the content of job classifications.

7.2 Productivity

Unit Members will cooperate fully with management in programs designed to increase the level of overall productivity for the mutual benefit to the taxpayers.

7.3 New Employee Orientation

7.3.1 The District will make available a written statement to each new employee hired into a classification of the Union that the employee's classification is represented by the Union.

7.3.2 The District will provide a written notice to the Union of all new employee orientations at least ten (10) calendar days prior to the event. The District may provide less than ten (10) calendar days' notice to the Union in instances where there is an urgent need critical to the District's operation that was not reasonably foreseeable. In the event that the District provides less than ten (10) calendar days' notice and Union is unable to attend the orientation because of the short notice, the Union will be provided with the opportunity to meet with new employees privately before or after the orientation for up to thirty (30) minutes during District time.

7.3.3 The new employee orientation notice provided to Union will include the date, time, and location of the orientation.

7.3.4 Union representatives will be permitted to make a presentation of up to thirty (30) minutes at the beginning of the new employee orientation and may provide written materials to new employees.

7.4 Union Request for Bargaining Unit Information

- 7.4.1 The District shall subsequently make available electronically updated Bargaining Unit information to Union by July 15th and January 15th of each year or upon request from the Union for an additional update. Subject to the provisions of Government Code Sections 3558 and 6254.3, the updated information shall include the name, job title, work location, home address, work, home and personal cell phone number and personal email address on file with the District for employees represented by the bargaining unit. If the District does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided.
- 7.4.2 The District and Union jointly agree that pursuant to Government Code Section 6254.3, home addresses, home and personal cellular phone numbers and personal email addresses of District employees are not public record and may be released to Union only in accordance with, and subject to the restrictions of Government Code Sections 3558 and 6254.3. District and Union agree that disclosure of the information to Union does not alter the non-public character of that information, and that District's release of the information is intended only to aid the Union in its capacity as the employees' duly elected representative for purposes of collective bargaining, administration of this MOU, or to address labor and employment relations matters with the District. Any information released to the Union, pursuant to this section shall not cause the information to become a public record.
- 7.4.3 Any information provided under this section shall be safeguarded by the Union, as required by California law.
- 7.4.4 In accordance with Government Code section 3502.5(b), Union agrees to hold the District harmless from all claims, demands, suits, or other forms of liability that may arise against the District for or on account of any deduction made from the wages of such employees pursuant to this Agreement.

**ARTICLE VIII
ADMINISTRATIVE PROVISIONS**

8.1 Prior Agreement

- 8.1.1 This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. Items contained in previous Memorandum of Understanding and/or Board of Directors resolution which are not superseded or modified by this Agreement remain in effect.
- 8.1.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. Nothing in this paragraph shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Agreement. Matters within the scope of representation not covered by this Memorandum of Understanding shall not be changed until the District has given prior notice to and met and conferred with the Union.

8.2 Alteration

- 8.2.1 No agreement, alternation, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the District and the Union.
- 8.2.2 In the event of an unanticipated catastrophic decline in revenue or increase in expenditure, defined as a single event which changes revenue or expenditure by twenty percent (20%) or more in a single fiscal year, District and Union agree to meet and confer regarding methods to weather the event by means of including, but not limited to, layoffs, deferral of implementation of one or more provisions of this contract, increased revenue generation, etc.

ARTICLE IX

APPROVAL AND RATIFICATION

9.1 This Memorandum of Understanding shall become effective when approved by Resolution of the San Miguel Community Services District Board of Directors and ratified by the Union membership.

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Ashley Sangster
Board President

Rob Roberson
Interim General Manager

SAN MIGUEL EMPLOYEES' ASSOCIATION

SMEA Negotiating Team

Mike Sobotka
SMEA Non-Confidential President

Paola Freeman
SMEA Confidential Representative