



BOARD OF DIRECTORS

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

REGULAR MEETING AGENDA 6:30 P.M. Closed Session 7:00 P.M. Opened Session SMCS D Boardroom 6-23-2022

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

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

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

HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

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

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

PUBLIC RECORD

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

Please see: www.sanmiguelcsd.org

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

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

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

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

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

- I. Call to Order: 6:30 PM**
- II. Roll Call:** *Gregory*___ *Kalvans*___ *Roney*___ *Palafox*___ *Lara*___
- III. Approval of Regular Meeting Agenda:**

M_____ **S**_____ **V**_____

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

A. CLOSED SESSION AGENDA:

- 1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:1
- 2. PUBLIC EMPLOYMENT**
Title: General Manager; Public Employee Appointment Section GC 54957:5

V. Call to Order for Regular Board Meeting/Pledge of Allegiance:

VI. Report out of Closed Session
Time:_____

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

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

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are **limited to three minutes**. Please sign in with name and address at podium.

VIII. Special Presentations/Public Hearings/Other:

- 1. **PUBLIC HEARING:** Proposition 218—Public Hearing on Proposed Increase to Trash Collection and Disposal Service Charges by San Miguel Garbage Company and approve RESOLUTION 2022-33.

Recommendation: Staff recommends that the Board of Directors approve RESOLUTION 2022-33 granting an 8.59% rate increase to trash collection and disposal service charges by San Miguel Garbage Company.

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

- 2. **PUBLIC HEARING:** Consider approving RESOLUTION 2022-32 confirming the 2022 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls.

Recommendation: Approve the Cost Report for the 2022 Weed Abatement Program (Exhibit “A”) by RESOLUTION 2022-32

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

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|--------------------------------------|---------------|
| 1. | San Luis Obispo County Organizations | Verbal/Report |
| 2. | Camp Roberts—Army National Guard | Verbal |
| 3. | Community Service Organizations | Verbal |

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager | (Mr. Roberson) | Verbal |
| 5. | District General Counsel | (Mr. White) | Verbal |
| 6. | District Utilities | (Mr. Dodds) | Report Attached |
| 7. | 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. Approval of RESOLUTION 2022-34 approving a rate increase from \$5.38 per HCF to \$5.55 per HCF for construction hydrant meter usage to be effective July 16th, 2022
- 2. Approval RESOLUTION 2022-35 adopting the 2nd amendment and restated Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts, and authorize the General Manager to sign the Amendment to the MOA

Public Comments on all Consent Items: (Hear public comments prior to Board Action) M___S___V___

XI. BOARD ACTION ITEMS:**1. Review, Discuss and Receive the Enumeration of Financial Reports for May 2022 (Hido)**

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

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

2. Discuss and approve RESOLUTION 2022-37 authorizing a contract with Bartle Wells Associates for a Utility Rate Study and appropriate funding from fund 30, 40, 50, and 60 Capital Reserves. (Dodds)

Recommendation: Approve RESOLUTION 2022-37 authorizing the General Manager or Director of Utilities to contract with Bartle Wells Associates to prepare a utility Rate Study analysis and to appropriate funding for the rate study project from capital reserves

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

3. Consider approving RESOLUTION 2022-36 authorizing the Interim General Manager or Director of Utilities to execute a purchase and sale agreement in the amount of \$100,000 for the sale of District property (Assessor parcel number 021-261-019) to Colin Weyrick). (Dodds)

Recommendation: Approve RESOLUTION 2022-36 authorizing the Interim General Manager or Director of Utilities to execute a purchase and sale agreement in the amount of \$100,000 for the sale of District property (Assessor parcel number 021-261-019) to Colin Weyrick.

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

4. 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)

XII. BOARD COMMENT:

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

XIII. ADJOURNMENT TO NEXT REGULAR MEETING

ATTEST:

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

I, Tamara Parent, Board Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCS D office on June 16, 2022

Date: June 16, 2022

Raynette Gregory, SMCS D Board President 2022
Rob Roberson, Fire Chief/Interim General Manager
Tamara Parent, SMCS D Board Clerk



San Miguel Community Services District

Board of Directors

Staff Report

June 23, 2022

AGENDA ITEM: VIII-1.

SUBJECT: Proposition 218—Public Hearing on Proposed Increase to Trash Collection and Disposal Service Charges by San Miguel Garbage Company and approve RESOLUTION 2022-33.

RECOMMENDATION:

Conduct a public hearing, in accordance with the requirements specified by Prop 218, for public comment or opposition to the proposed rate increase. Discuss and consider RESOLUTION 2022-33 regarding rate increase.

The Board of Directors approve RESOLUTION 2022-33 approving an 8.59% rate increase to trash collection and disposal service charges by San Miguel Garbage Company.

BACKGROUND:

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

California law specifies a procedure for public agencies to increase fees for certain property-related public utility services, which was codified by the voters through Proposition 218 in 1996. The proposed rate increase for San Miguel Garbage must comply with the Proposition 218's provisions since the rate charge is a property-related fee. Although the District has outsourced its solid waste and recycling collection to a franchisee, the District retains the obligation to set rates and assess late fees. Thus, the District remains an agency that must comply with the requirements of Proposition 218.

To that end, there are five steps or findings that must be determined by the Board in order to comply with Prop 218 requirements:

Find that the revenues derived from the garbage rates do not exceed the cost of providing the property-related service;

Find that the revenues to be derived from the fee are not used for any other purpose;

Find that the rate increase does not exceed the proportional cost of this property-related service;

Find that the charges are directly tied to the property-related service being used or immediately available to the property subject to the fee charge; and

Find that the service is not available to the public in substantially the same manner as it is to property owners.

Because the proposed rate increase falls within most inflation indexes, such as the Consumer Price Index, a rate study is not required for rate justification purposes.

Public Hearing Notice Requirements:

Prop 218 specifies that a notice be sent out to all properties receiving garbage service at least 45 days prior to implementation of the new rate. During the April 2022 Board meeting, the Board authorized and directed District staff to send notice to customers affected by the proposed rate increase, pursuant to Proposition 218, and notice was sent on April 30, 2022 to all customers within the District's jurisdictional boundaries. San Miguel Garbage provided a separate notice to service customers more than 45 days prior to this public hearing.

SMCSD also published a public hearing notice in the Paso Robles Press on May 5th 2022.

These notices described the proposed rate increase, the purpose of tonight's public hearing, a statement of justification for the rate increase, when the public hearing would be conducted by the District Board and instructions for how to submit written protest(s) in opposition to the proposed rate increase.

Process of the Public Hearing:

The Board must introduce the proposed rate increase, and allow District residents to protest and state their opposition to the proposed rate increase at the hearing. The District cannot impose the new rates if a majority of District property owners protest the rate increase.

As of the date of this written report to the Board, no written protests have been received at the District office. Furthermore, no District resident has indicated, verbally, their intent to speak against the proposed rate increase. Thus, Staff is not anticipating that the threshold requirement of a majority of District property owners or residents will be received.

Proposed Rate Increase and Justification Statement:

Pursuant to the existing franchise agreement terms, the San Miguel Garbage Company is requesting a rate increase 8.59% for all residential and commercial solid waste rates.

The District and SM Garbage entered into the franchise agreement in 2020 for the provision of solid waste collection within the District. Under the Agreement, the District Board of Directors (“Board”) must establish rates for the solid waste collection services provided by SM Garbage. The solid waste collection rate increases are subject to the procedural and substantive requirements of Proposition 218 because the District retains control of the rates.

Documentation provided by SM Garbage demonstrates a sharp rise in the costs related to solid waste collection and disposal services. The proposed increase is necessary for SM Garbage to fund the cost of solid waste collection and disposal services.

The proposed rates reflect an 8.59% increase in commercial rates. Under the Agreement, SM Garbage may collect a reasonable return for providing solid waste collection services. Allowable SM Garbage profit on expenses is calculated using targeted operating ratio of ninety-two percent (92%), with a range of ninety percent (90%) to ninety-four percent (94%).

The proposed increase is directly related to increased operating expenses. SM Garbage’s statement of income for commercial services shows a net income of negative 6.31%. The proposed increase raises rates 8.59% to cover the shortfall and the increased operating costs.

Representatives from San Miguel Garbage will be in attendance to answer questions of the Board, if needed.

Fiscal Impact:

The requested fee increase is a pass through cost for all residential and commercial solid waste customers, including the District. The impact is less than 1% increase in costs for the District.

Staff Recommendation:

Staff recommends that the Board of Directors approve RESOLUTION 2022-33 approving an 8.59% rate increase to trash collection and disposal service charges by San Miguel Garbage Company

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachments:

- 1) Resolution No. 2022-33
- 2) 2022 Rate Comparison for Solid Waste Services from San Miguel Garbage
- 3) Prop 218 Public Notice as published and provided to District customers

RESOLUTION NO. 2022-33

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A RATE
INCREASE OF 8.59% FOR TRASH COLLECTION AND DISPOSAL SERVICES
PURSUANT TO THE REQUIREMENTS OF PROPOSITION 218 REGULATIONS AND
MAKING REQUIRED FINDINGS**

WHEREAS, the San Miguel Community Services District (“District”) provides specific property-related community services and is required by Ordinance 02-04-Waste Ordinance requiring mandatory trash collection services; and

WHEREAS, the District Board of Directors (“Board”) has determined that all residents within District boundaries must participate in the District’s franchise disposal service as provided by San Miguel Garbage; and

WHEREAS, San Miguel Garbage has proposed a rate increase of 8.59% for trash collection, disposal and recycling services as shown in Exhibit “A” hereto for residents and businesses within District boundaries; and

WHEREAS, San Miguel Garbage has demonstrated that said rate increase is caused by a sharp increase in landfill disposal costs; and

WHEREAS, solid waste collection and disposal services are a property-related service required within the District; and

WHEREAS, the Board conducted a public hearing in accordance with Proposition 218, Article XIII C & D of California Constitution requirements with duly advertised public notice provided to affected residents at least 45 days in advance of a public hearing held by Board in April 28, 2022; and

WHEREAS, the Board made a finding that no protest votes were on file as of June 23, 2022 and a majority vote of 385 or more protest votes at the public hearing on the matter would be needed to reject the proposed rate increase, and

WHEREAS, the Board determined at its duly noticed public hearing that there was no majority protest to the rate increase, therefore the Board made a determination of necessary findings for granting the proposed rate increase of 8.59% and granting the rate increase for immediate implementation by the District’s franchisee, San Miguel Garbage.

WHEREAS, Section 10.1.4 of the Board’s franchise agreement with San Miguel Garbage specifies that in the event of any legal challenge to the subject rate increase, San Miguel Garbage is obligated to indemnify the District for any legal challenge to the increase fees granted by the Board.

(continued on next page)

NOW THEREFORE, BE IT RESOLVED, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, 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 June 2022.

Robert Roberson, Interim General Manager

Raynette Gregory, Board President

ATTEST:

Douglas White, District General Counsel

Attachment: 2022 Rate Comparison for Solid Waste Services from San Miguel Garbage, Public Hearing Notice



San Miguel Community Services District

1150 Mission Street P.O. Box 180, San Miguel, CA. 93451

805-467-3388 – Fax 805-467-9212

www.sanmiguelcsd.org

NOTICE OF PUBLIC HEARING REGARDING PROPOSED SOLID WASTE RATE INCREASES

Property Owner/Customer:

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

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

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

Notice of Public Hearing

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

Date: June 23rd, 2022

Time: 7:00 P.M.

Place: 1150 Mission Street, San Miguel, California 93451

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

Reasons for the Proposed Rate Increases:

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

Basis for the Proposed Rate Increases:

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

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

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

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

How to Protest proposed rate increase?

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

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

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

Written protests regarding the Solid Waste increases may be mailed to:

**San Miguel Community Services District
P.O. Box 180
San Miguel, CA. 93451**

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

Questions:

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

Attachments:

Proposed rates effective July 1, 2022.

		Current	Proposed	IWMA	Proposed
		Total Charges to	Solid Waste	Fee	Total Charges to
		<u>Customer</u>	<u>Rate</u>	<u>5.4%</u>	<u>Customer</u>
RESIDENTIAL CAN SERVICE					
35 GAL	monthly	\$28.33	\$30.44	\$1.64 =	\$32.08
64 GAL	monthly	\$44.48	\$47.98	\$2.59 =	\$50.57
96 GAL	monthly	\$61.06	\$65.00	\$3.51 =	\$68.51

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

CAN SERVICE MISCELLANEOUS

Stickers	per sticker	\$2.67	\$2.90	\$0.16 =	\$3.06
Re-Delivery Cans	per occurrence	\$28.48	\$30.93	\$1.67 =	\$32.60
Go Back Residential	per occurrence	\$5.94	\$6.45	\$0.35 =	\$6.80
					plus add additional mileage fee per mile
Walk-In Fee Service - Truck does not leave road & worker must walk in yard	per occurrence	\$0.00	\$3.08	\$0.17 =	\$3.25
2nd Recycle or Greenwaste Cart per Month	per cart monthly	\$5.77	\$6.27	\$0.34 =	\$6.60

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

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

COMMERCIAL CONTAINER SERVICE

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

Every other week rate is the same as 1X WK rate.

COMMERCIAL EXTRA PICKUP + PER MILE TRIP CHARGE *

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

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

DRIVE IN-YARD CHARGES

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

In-Yard 100'	monthly	\$11.74	\$12.75	\$0.69 =	\$13.44
In-Yard 1/4 Mile	monthly	\$16.47	\$17.88	\$0.97 =	\$18.85
In-Yard 1 Mile	monthly	\$18.19	\$19.75	\$1.07 =	\$20.82
In-Yard Over 1 Mile	monthly	multiply "In-Yard 1 Mile" rate X total miles			

ADDITIONAL CHARGES

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

All other items not listed call office for rate.

NSF FEES

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

RENT-A-BIN (all areas)

2 YARD - 1 PU 1 WEEK	60x43x38	\$82.17	\$87.48	\$4.72 =	\$92.20
3 YARD - 1 PU 1 WEEK	72x43x52	\$108.52	\$115.53	\$6.24 =	\$121.77
DAILY RENTAL after 1 wk	per day	\$2.78	\$3.02	\$0.16 =	\$3.18

For one month rental please call office for rates



San Miguel Community Services District

BOARD OF DIRECTORS Staff Report

June 23, 2022

AGENDA ITEM: VIII-2

SUBJECT: Consider approving **Resolution No 2022-32** confirming the 2022 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the Cost Report for the 2022 Weed Abatement Program (Exhibit “A” to **Resolution 2022-32**) After holding the hearing and making any appropriate modifications to the Cost Report, it is recommended that the Board adopt **Resolution 2022-32** confirming the Cost Report and authorizing the collection of the charges on the County Tax Rolls.

DISCUSSION:

The San Miguel Community Services District Fire Department conducts a weed abatement program in accordance with the authority and procedures in Health and Safety Code §14875 et seq., as permitted by Government Code §61100(t). Staff is recommending that the costs incurred by the District to abate weeds from properties where the property owners have failed to do so be placed upon the tax rolls for collection.

When the District performs weed abatement work, Health and Safety Code §14905 provides that an account of the costs is to be kept and an itemized report prepared for the Board showing the cost of removing the weeds from each parcel. The Cost Report is then required to be posted on or near the door of the Board Chamber for at least three (3) days, with a notice of the time when the Cost Report will be submitted to the Board for confirmation.

The staff has complied with these requirements and the 2022 Weed Abatement Cost Report is now being submitted to the Board for confirmation.

At the hearing, the Board is to consider the Cost Report and hear any objections (Health and Safety Code §14910). The Board may modify the amounts, as it deems appropriate, and then it is

recommended that the Board adopt Resolution 2022-32 confirming the costs and directing that the Resolution and Cost Report be submitted to the County Tax Assessor, so the charges can be collected on the property tax rolls.

FISCAL IMPACT:

It is anticipated that the District will recover all costs incurred abating weeds in 2022 by having the costs placed on the property owners' tax bills.

PREPARED BY:

Scott Young

Scott Young, Assistant Fire Chief / Prevention Officer

ATTACHMENTS:

- 1) **Resolution No. 2022-32**
- 2) **Exhibit "A" - 2022 Weed Abatement Cost Report & List**

RESOLUTION NO. 2022-32**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
CONFIRMING THE 2022 WEED ABATEMENT COST REPORT AND
AUTHORIZING COLLECTION OF THE CHARGES ON THE TAX ROLL**

WHEREAS, in 2022, in accordance with the procedures required by law, the District Fire Chief was directed to abate a public nuisance on certain parcels of real property located within the San Miguel Community Services District consisting of noxious or dangerous weeds growing upon said parcels and which have been abated under the power granted to the District by Health and Safety Code §14875, et seq, and Government Code §61100(t); and

WHEREAS, parcels in which the nuisance fire hazard vegetation was not removed by the owners, have been cleared and abated by the San Miguel Community Services District Fire Hazard Fuel Reduction Contractor, as approved by the Board of Directors; and

WHEREAS, an itemized report has been prepared showing the cost of said weed abatement to be charged to each parcel, which report is attached hereto marked Exhibit “A” and incorporated herein by reference as though here fully set forth.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District does hereby resolve, declare, determine, and order as follows:

1. That the recitals set forth hereinabove are true, correct and valid.
2. That said itemized report entitled “**2022 Weed Abatement Cost Report**” a copy of which is on file in the office of the San Miguel Community Services District and is available there for public inspection and also attached hereto as **Exhibit “A”** be and hereby is ordered confirmed.
3. That the District Clerk shall transmit a copy of this Resolution to the County Auditor.
4. That the County Auditor and the County Tax Collector be and hereby are authorized and directed to do all acts necessary and proper to place on the 2022-2023 Tax Rolls the respective assessments as set forth in said confirmed itemized report plus such administrative fees as are allowed under the law.
5. That as a result of said confirmation and recording of said itemized report, the amounts of the weed abatement costs set forth in said itemized report are thereby made special assessments and liens against the respective parcels of real property in the San Miguel Community Services District, all as set forth in said itemized report.

On the motion by 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 June 2022.

Raynette Gregory, President
Board of Directors

ATTEST:

Rob Roberson, Interim General Manager/Fire Chief

APPROVED AS TO FORM:

Douglas L. White, District General Counsel



San Miguel Fire Department

2022 Weed Abatement Cost Report " Exhibit A "

	Assessor's Parcel Number	Property Address	Cost of Abatement	Admin Fee	Total Cost
1	021-231-005	14th Street	\$ 580.00	\$100.00	\$ 680.00
2	021 322 014	947 L Street San Miguel, CA. 93451	\$ 390.00	\$100.00	\$ 490.00
3	021 141 007	1530 Mission St. San Miguel, CA. 93451	\$ 150.00	\$100.00	\$ 250.00
4	021 141 009	1530 Mission St. San Miguel, CA. 93451	\$ 150.00	\$100.00	\$ 250.00
5	021 302 010-	1020 L St. San Miguel, CA. 93451	\$ 290.00	\$100.00	\$ 390.00
6	021 323 004	252 9th St. San Miguel, CA. 93451	\$ 280.00	\$100.00	\$ 380.00
7	021 323 001	238 9th St. San Miguel, CA. 93451	\$ 200.00	\$100.00	\$ 300.00
8	021 231 036-	1370 N St San Miguel Ca. 93451	\$ 100.00	\$100.00	\$ 200.00
9	021 231 035-	1380 N St San Miguel Ca.93451	\$ 100.00	\$100.00	\$ 200.00
10	021 112 002	East of Mission North of 16th	\$ 480.00	\$100.00	\$ 580.00
11	021 391 001	Cemetery Road	\$ 340.91	\$100.00	\$ 440.91
		Totals	3,060.91	\$1,100.00	4,160.91



SAN MIGUEL COMMUNITY SERVICES DISTRICT

NOTICE OF PUBLIC HEARING

APPROVING COSTS ASSOCIATED WITH WEED ABATEMENT
CONDUCTED BY THE DISTRICT AS APPROVED BY RESOLUTION NO.
2022-32

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

Thursday, June 23, 2022, at 7:00 P.M. at 1150 Mission Street, San Miguel, California 93451, to consider approving costs associated with weed abatement conducted by the District as approved by Resolution No. 2022-32. Approved costs will be liened against the affected parcels through the County tax roll for their respective assessment amount.

Pursuant to Health and Safety Code section 14905 the District accounted for the cost of abatement for each affected parcel of land. The itemized report will be presented to the District Board of Directors at the June 23, 2022 hearing. A copy of the itemized report will be posted at least three (3) days prior to the hearing at the abovementioned address.

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

Rob Roberson, Fire Chief, District Interim General Manager



San Miguel Community Services District

UTILITY STATUS REPORT

5-20-2022 Thru 6-16-2022

AGENDA ITEM# IX.6

Well Status:

- Well 4 is fully operational – Well Level 93’ 5/31/2022 (STATIC)
- Well 3 is fully operational – Well Level 73.92’ 5/31/2022 (STATIC)
- SLT well is in service
- **Total combined average running hours per day (9.8)**
(threshold for stage 1 resource severity level determination is 17 hours per day)

Water System status:

Water leaks this month:0 This calendar year: 1

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

- Repaired water service leak on Oak drive.

Sewer System status:

Sewer overflows this month: 0 this year: 1

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

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

WWTF status:

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

State Water Resources Control Board (SWRCB):

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

Division of Water Resources (DWR):

- The 2021 Consumer Confidence Report (CCR) was send out to all customers and property owners.

Billing related activity:

- **Total active accounts (at the time of this report)**
 - 905 water accounts
 - 807 wastewater accounts
- **Overdue accounts (at the time of this report)**
 - 12 accounts 60 days past due
- **Accounts on a Payment Arrangement Agreement**

- 23
- 4 accounts have started the arrangement
 - **Service orders (for prior month)**
 - 12 service orders issued and completed

Lighting status:

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

Mission street Landscaping:

- .

Solid Waste:

Mattress recycling

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

E-Waste collection

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

Working with Caltrans to hold a cleanup day on 6/25. Free for residents. 7am to 12 noon or when the bins are full.

SB-1383:

- .

Project status:

- **CAL OES Generator Project** (20002) started October 2019
 - **(100% GRANT FUNDED).**
 - All generators are installed, SLT gas meter should be set on 6/17/22
- **Replacement water tank and pump station on east side of river/ water line replacement.** (21007) started February 2022
 - **(POTENTIALLY GRANT FUNDED)**
 - Project was proposed to the RWMG to be included in the IRWM round 2 funding.
 - Working on other funding opportunities for this project.
- **Study to determine condition and I&I of the existing sewer collection system** (21008) started February 2021
 - **(100% GRANT FUNDED)**
 - Application is in review by DFA awaiting award approval.
- **Mission Gardens Replacement Generator Project** (21001) started January 2022
 - **(FUNDED WITH SURCHARGE FEES).**
 - Generator is on order and appropriate applications have been filed.
 - Natural gas line installed.

Board requested information:

- .

Staffing

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

SLO County in San Miguel:

- .

Caltrans in San Miguel:

- .

Kelby Dodds

Kelby Dodds
Director of Utilities
Date: June 23rd 2022

San Miguel Community Services District Board of Directors Meeting



Staff Report

June 23, 2022

AGENDA ITEM: IX 7

SUBJECT: Fire Chief & Asst Fire Chief Report for May 2022.

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

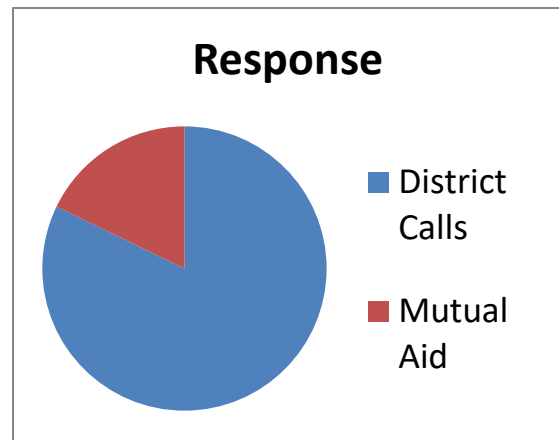
INCIDENT RESPONSE:

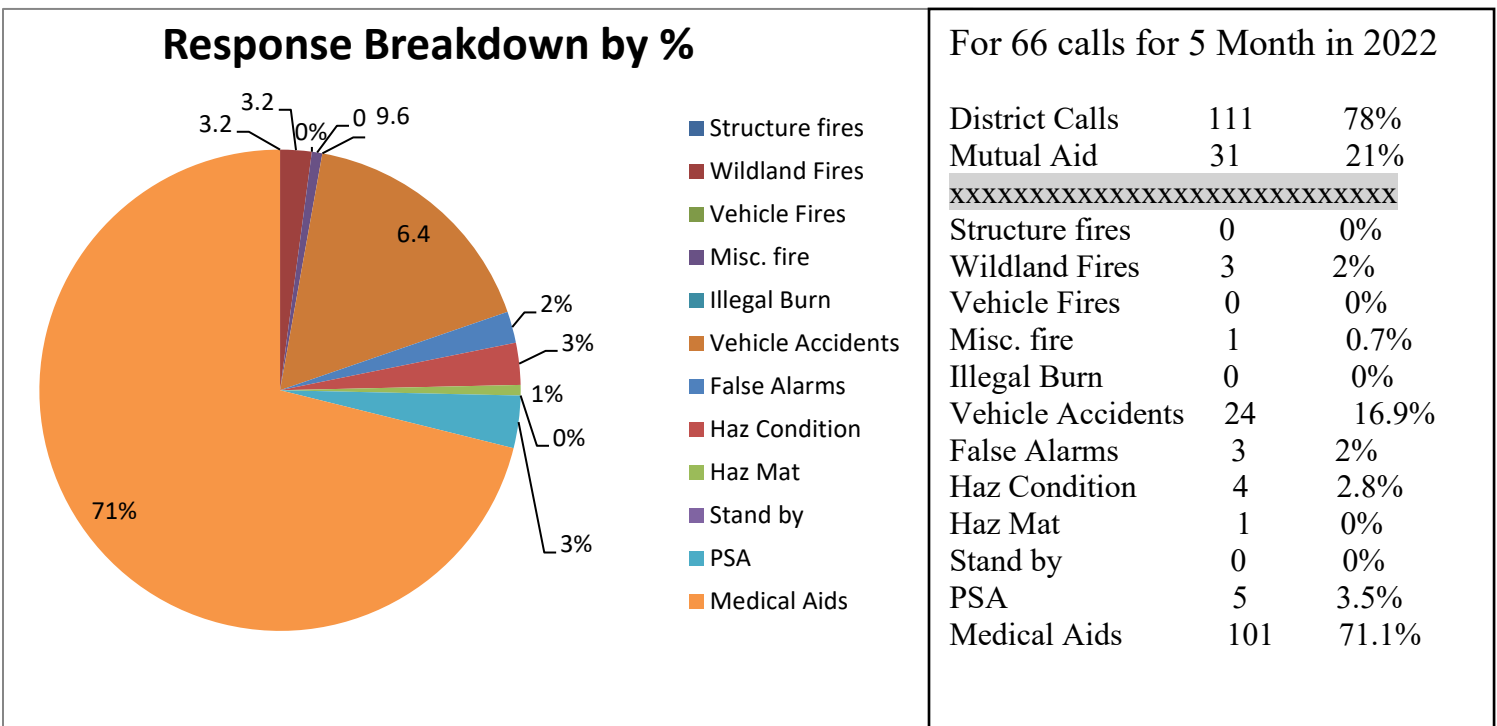
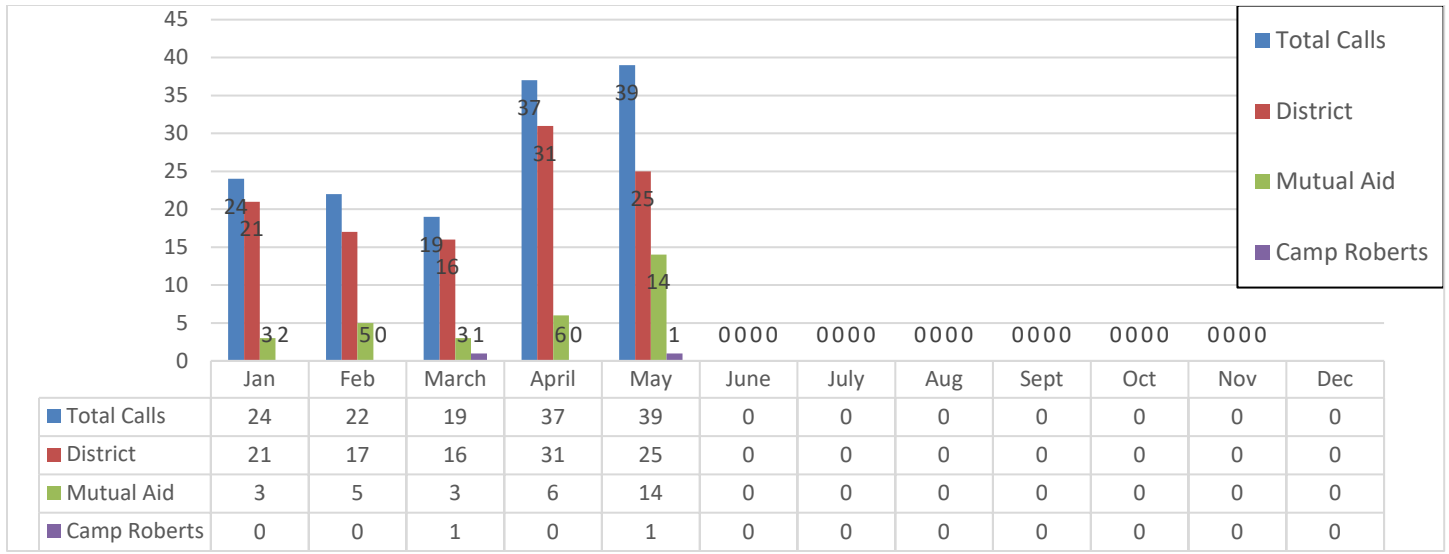
- Total Incidents for May 2022 **39**
- Average Calls for per 4 Months in 2022 **35.5**
- Total calls for the year to date **142**

Emergency Response Man Hours in May = 118	Total		446
Stand-By Man Hours for May = 4	Total	16	
	Total hr.		462

Emergency Response Man Hours = **3.0 hr.** Per call for May **3.1** Per call for the year
 Stand-By Average per Call = **.01** Per call for, May **.11** Per call for the year

May YTD 103 calls	
District calls	111 = 78%
Mutual aid calls	31 = 21%
Assist Camp Roberts	2 = .01%





Personnel:

We currently have 13 Active Members.
 1 Chief
 1 Asst. Chief/ Prevention Officer
 0 Fire Captains
 1 Engineers
9 Firefighters
 4 EMT
 9 FR

Fire Department Financial overview

April 2022

Beginning – **\$1,048,326.79**

Received -\$31,387.34 = \$1,079,714.13

Transferred in - \$15,581.12 = \$1,095,295.25

Disbursed - \$0 = \$1,095,295.25

Transferred Out - \$43,587.54 = **\$1,051,707.71**

May 2022

Beginning –**\$1,051,955.71**

Received -\$110,575.72 = \$1,162,531.43

Transferred in - \$26,524.22 = \$1,189,055.65

Disbursed -0 = \$1,189,055.65

Transferred Out -\$63,073.09 = **\$1,125,982.56**

Equipment:

- All equipment is in service
- BIT Inspections and Equipment Service have been completed for 2022

Activities:

- Actively recruiting new Pay Call Firefighters.
- Actively working within the COVID standards.
- Temporary Housing Unit has been purchased
- Working on the Temporary Housing Unit Installation.
- Working on the Fire Department Strategic Master Plan with BHL.
- Working on facility plans for Phase 2 Apparatus Bay and Phase 3 Fire Station Remodel design.
- Lots that were not abated of weeds before the June 1st Deadline have been cut at the owners expense and the cost will be put on the tax roll for reimbursement.

Information:

- Fire Prevention Report.

County Fire Chiefs Meeting Report:

Prepared By:

Rob Roberson | Scott Young

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

FIRE EQUIPMENT 2022 MILEAGE / FUEL REPORT

IX-7

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	13	0	34	19	43	0	134	20	130	43.1	0	0	354	82.1	4.3
E-8668	88	14	32	23	68	25	276	15	150	59	0	0	614	136	4.5
P-8651	65	30	26	0	65	40	93	23	104	7	0	0	352.9	100	3.5
6 Month Total												1320.9	318	4.2	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	233	18	111	9	317	21	1263	83	174	13	0	0	2242	144	15.6
C-8601	266	19	201	32	330	0	327	34	190	0	0	0	1314	85	15.5
C-8600	460	30	303	28	174	0	353	36	555	24	0	0	1845	118	15.6
6 Month Total												5401	347	15.6	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	0	0	0	0	0	0	0	0	0	0	0	0	354	82.1	4.3
E-8668	0	0	0	0	0	0	0	0	0	0	0	0	614	136	4.5
P-8651	0	0	0	0	0	0	0	0	0	0	0	0	352.9	100	3.5
12 Month Total												1320.9	318	4.2	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	0	0	0	0	0	0	0	0	0	0	2242	144	15.6
C-8601	0	0	0	0	0	0	0	0	0	0	0	0	1314	85	15.5
C-8600	0	0	0	0	0	0	0	0	0	0	0	0	1845	118	15.6
12 Month Total												5401	347	15.6	

OC

YTD 2021 Total	mi.	gal.	Avg. MPG
Diesel	1320.9	318	4.2
Gas	5401	347	15.6

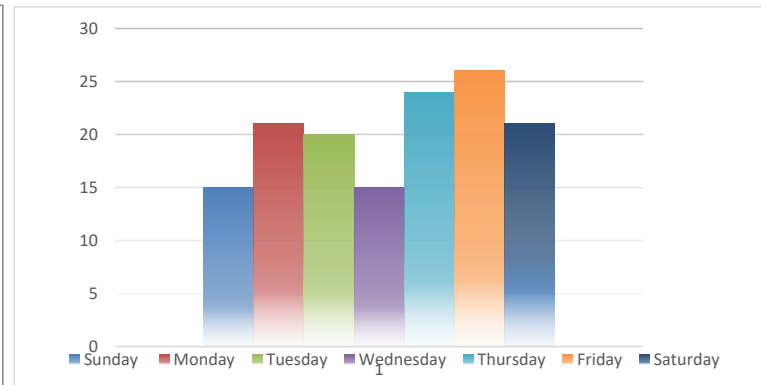
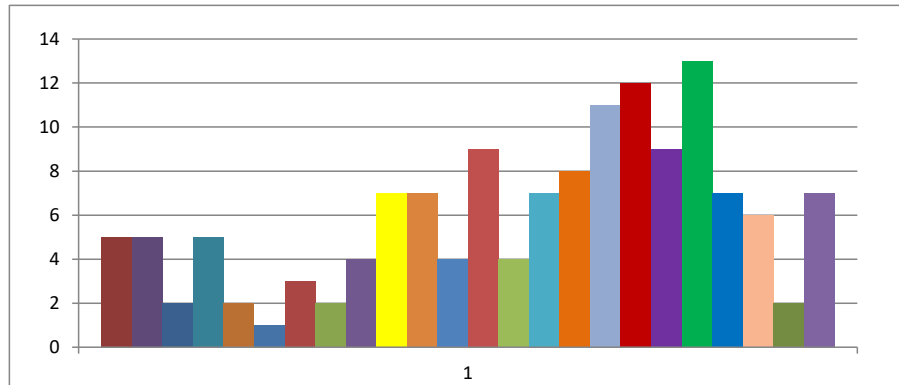
Call per time of day and day of the week 2022


IX-7

	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	1	0	1	0	1	0	0	0	1	0	0	0	1	1	1	0	1	3	0	2	1	1	0	0	15	10%
Monday	1	1	0	1	0	0	0	1	2	1	1	3	1	0	1	2	1	3	1	0	0	0	0	1	21	14%
Tuesday	1	1	1	2	1	1	1	0	1	1	2	0	0	0	0	2	1	1	1	1	1	0	1	0	20	14%
Wednesday	0	1	0	0	0	0	0	0	0	0	0	0	2	1	0	1	2	1	1	2	2	1	0	1	15	10%
Thursday	0	0	0	2	0	0	2	1	0	4	1	0	1	2	3	1	1	0	2	3	0	1	0	0	24	16%
Friday	1	1	0	0	0	0	0	0	0	1	2	0	3	0	2	1	2	1	1	3	3	1	0	4	26	18%
Saturday	1	1	0	0	0	0	0	0	0	0	1	1	1	0	0	1	3	3	3	2	0	2	1	1	21	14%
Hour Total	5	5	2	5	2	1	3	2	4	7	7	4	9	4	7	8	11	12	9	13	7	6	0	7	142	
	3%	3%	1%	3%	1%	1%	2%	1%	2%	4%	4%	2%	6%	2%	4%	5%	7%	8%	6%	9%	4%	4%	0%	4%	86%	

Total calls during CSD Work Hours	44	30%
Total calls during Off time and weekends	98	69%
After Hours calls 22:00 to 06:00	29	20%
Total Weekend Calls	36	25%
Total Calls Monday thru Friday	106	74%

8am to 8pm 26 18%



	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL			
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid		
Structure Fires	0	0	0	0	0	0	0	0	0	0																0	0	
Veg. Fires	0	0	0	0	0	0	0	0	1	2																	1	2
Vehicle Fires	0	0	0	0	0	0	0	0	0	0																	0	0
Misc. Fires	0	0	0	0	0	0	1	0	0	0																	1	0
Illegal Burning	0	0	0	0	0	0	0	0	0	0																	0	0
Vehicle Accidents	2	0	4	3	1	1	4	2	4	3																	15	9
False Alarms	1	0	0	0	0	0	1	1	0	0																	2	1
Hazardous Condition	0	0	2	0	0	0	0	0	1	1																	3	1
Hazardous Materials	0	0	0	0	0	0	1	0	0	0																	1	0
Standby	0	0	0	0	0	0	0	0	0	0																	0	0
Pub.Svc.Asst.	1	0	0	0	3	0	1	0	0	0																	5	0
Medical Aids	18	3	11	2	12	2	23	3	19	8																	83	18
Call TOTALS	22	3	17	5	16	3	31	6	25	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	111	31
	25		22		19		37		39		0		0		0		0		0		0		0		0		142	
<i>CPR</i>	0	0					0																				0	0
Mutual Aid SLO/Mon.	2	0	5	0	3		6	0	13																			29
Camp Bob Asst.	0		0		1		0		1																			2
Average Calls Per	<i>Month</i>		25.7	<i>Day</i>	0.8	<i>SLO Co. MA</i>					29	<i>Montrey Co. MA</i>					0	<i>CPR TOTAL</i>					0					

San Miguel Fire Department

San Miguel, CA

This report was generated on 6/16/2022 2:05:40 PM



Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 05/01/2022 | End Date: 05/31/2022

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
Young, Scott P					
05/01/2022 18:00:00	05/02/2022 08:30:00	DAYBOOK	8601		14.50
05/02/2022 08:30:00	05/03/2022 08:30:00	DAYBOOK	SMF 1		24.00
05/02/2022 14:16:00	05/02/2022 14:44:00	INCIDENT	E8696	Incident 2022-104 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 1428 K ST	0.47
05/02/2022 15:16:00	05/02/2022 15:54:00	INCIDENT	E8696	Incident 2022-105 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to 1150 Mission ST	0.63
05/03/2022 08:30:00	05/03/2022 22:00:00	DAYBOOK	SMF 1		13.50
05/04/2022 08:30:00	05/04/2022 17:30:00	DAYBOOK	SMF 1		9.00
05/04/2022 08:30:00	05/04/2022 13:00:00	DAYBOOK	E8668	E8668 into South Coast for repairs. Pressure relief valve stuck open with debris. Repaired and returned into service.	4.50
05/04/2022 19:11:00	05/04/2022 20:33:00	INCIDENT	E8696	Incident 2022-107 - Motor vehicle accident with injuries: Apparatus E8696 responded to 700 North River RD	1.37
05/05/2022 08:30:00	05/05/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/05/2022 09:00:00	05/05/2022 10:15:00	DAYBOOK	8600	On site meeting at 1402 Mission Street to review solar project. Attendees, Scott Young SMF, Rob Roberson SMF, George Schriefer County Building, Nick Lupoli County Code Enforcement, Art Trindade Builder Consultant.	1.25
05/06/2022 10:00:00	05/06/2022 16:00:00	DAYBOOK	SMF 1		6.00
05/06/2022 10:30:00	05/06/2022 12:30:00	DAYBOOK	SMF 1	Planning meeting	2.00
05/06/2022 13:05:00	05/06/2022 13:16:00	INCIDENT	E8668	Incident 2022-109 - Brush or brush-and-grass mixture fire: Apparatus E8668 responded to 2425 Mission ST	0.18
05/06/2022 20:30:00	05/06/2022 20:42:00	INCIDENT	E8696	Incident 2022-110 - Brush or brush-and-grass mixture fire: Apparatus E8696 responded to 4444 Indian Valley RD	0.20
05/08/2022 08:30:00	05/09/2022 08:30:00	DAYBOOK	8601		24.00
05/09/2022 03:55:00	05/09/2022 04:21:00	INCIDENT	E8696	Incident 2022-112 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 1895 San Marcos RD	0.43
05/09/2022 08:01:00	05/09/2022 08:26:00	INCIDENT	E8696	Incident 2022-113 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 757 Makewe AVE	0.42
05/09/2022 08:30:00	05/10/2022 08:30:00	DAYBOOK	SMF 1		24.00
05/09/2022 09:00:00	05/09/2022 09:00:00	DAYBOOK	E8696	E8696 into South Coast for BIT inspection & pump testing	0.00
05/09/2022 11:09:00	05/09/2022 11:22:00	INCIDENT	E8668	Incident 2022-114 - Gas leak (natural gas or LPG): Apparatus E8668 responded to 1516 L ST	0.22
05/10/2022 08:30:00	05/10/2022 22:00:00	DAYBOOK	SMF 1		13.50
05/10/2022 18:00:00	05/10/2022 22:00:00	DAYBOOK		Firefighter Training: Scene Size up Lead Instructor: Roberson, Robert E	4.00
05/11/2022 08:30:00	05/11/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/11/2022 21:10:00	05/11/2022 21:14:00	INCIDENT	8601	Incident 2022-115 - Public service: Apparatus 8601 responded to 10th ST	0.07
05/12/2022 03:21:00	05/12/2022 03:24:00	INCIDENT	E8668	Incident 2022-116 - Motor vehicle accident with injuries: Apparatus E8668 responded to 6970 Estrella RD	0.05
05/12/2022 03:55:00	05/12/2022 04:22:00	INCIDENT	E8668	Incident 2022-117 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 9105 Bridge Canyon WAY	0.45
05/12/2022 08:30:00	05/12/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/12/2022 09:59:00	05/12/2022 10:28:00	INCIDENT	E8668	Incident 2022-118 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 13550 North River RD	0.48
05/12/2022 13:00:00	05/12/2022 13:00:00	DAYBOOK	E8696	E8696 back from South Coast BIT inspection and Pump Testing complete	0.00
05/12/2022 13:53:00	05/12/2022 14:22:00	INCIDENT	E8668	Incident 2022-119 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 77924 Vineyard Canyon RD	0.48
05/12/2022 21:39:00	05/12/2022 22:08:00	INCIDENT	E8668	Incident 2022-120 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 525 16th ST	0.48
05/14/2022 08:30:00	05/15/2022 08:30:00	DAYBOOK	8601		24.00

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.



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START	END	LOG TYPE	APPARATUS	NOTES	HOURS
05/14/2022 22:27:00	05/14/2022 23:28:00	INCIDENT	E8668	Incident 2022-123 - Natural vegetation fire, other: Apparatus E8668 responded to San Miguel AVE	1.02
05/15/2022 08:30:00	05/16/2022 08:30:00	DAYBOOK	8601		24.00
05/15/2022 13:31:00	05/15/2022 14:10:00	INCIDENT	E8668	Incident 2022-125 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 8603 Bee Tree RD	0.65
05/16/2022 08:30:00	05/17/2022 08:30:00	DAYBOOK	SMF 1		24.00
05/16/2022 14:00:00	05/16/2022 15:00:00	DAYBOOK	8601	Inspection at EJ Gallo chiller, passed final.	1.00
05/16/2022 16:52:00	05/16/2022 17:30:00	INCIDENT	E8696	Incident 2022-126 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 1097 Mission ST	0.63
05/16/2022 17:57:00	05/16/2022 18:09:00	INCIDENT	E8696	Incident 2022-127 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 8750 Martinez DR	0.20
05/17/2022 08:30:00	05/17/2022 22:00:00	DAYBOOK	SMF 1		13.50
05/17/2022 18:00:00	05/17/2022 22:00:00	DAYBOOK		Firefighter Training: RT130 Lead Instructor: Young, Scott P	4.00
05/18/2022 08:30:00	05/18/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/18/2022 14:00:00	05/18/2022 14:00:00	DAYBOOK	E8668	E8668 returned from pump testing and BIT inspections	0.00
05/19/2022 08:30:00	05/19/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/19/2022 09:00:00	05/19/2022 11:30:00	DAYBOOK	SMF 1	CPVC certified training	2.50
05/19/2022 18:09:00	05/19/2022 18:30:00	INCIDENT	E8696	Incident 2022-128 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 1428 K ST	0.35
05/20/2022 12:07:00	05/20/2022 12:18:00	INCIDENT	E8696	Incident 2022-129 - Bomb scare - no bomb: Apparatus E8696 responded to S Highway 101 HWY	0.18
05/21/2022 00:50:00	05/21/2022 01:02:00	INCIDENT	E8696	Incident 2022-130 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 560 12th ST	0.20
05/21/2022 12:00:00	05/22/2022 08:30:00	DAYBOOK	8601		20.50
05/21/2022 16:35:00	05/21/2022 16:56:00	INCIDENT	E8696	Incident 2022-132 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 2995 Pleasant RD	0.35
05/22/2022 00:10:00	05/22/2022 00:22:00	INCIDENT	E8696	Incident 2022-133 - Dispatched & cancelled en route: Apparatus E8696 responded to 755 San Marcos RD	0.20
05/22/2022 08:30:00	05/23/2022 08:30:00	DAYBOOK	8601		24.00
05/22/2022 16:06:00	05/22/2022 16:15:00	INCIDENT	E8668	Incident 2022-134 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1148 L ST	0.15
05/22/2022 17:01:00	05/22/2022 17:25:00	INCIDENT	E8668	Incident 2022-135 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 830 Sebastian CT	0.40
05/23/2022 01:13:00	05/23/2022 01:32:00	INCIDENT	E8696	Incident 2022-136 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to 858 Rio Mesa CIR	0.32
05/23/2022 08:30:00	05/24/2022 08:30:00	DAYBOOK	SMF 1		24.00
05/23/2022 09:00:00	05/23/2022 12:00:00	DAYBOOK	8601	560 12th Street DHCD inspection	3.00
05/24/2022 08:30:00	05/24/2022 19:30:00	DAYBOOK	SMF 1		11.00
05/24/2022 09:00:00	05/24/2022 10:30:00	DAYBOOK	8601	560 12th Street inspection with HCD, Code Enforcement, and Sheriff	1.50
05/25/2022 08:00:00	05/25/2022 17:45:00	DAYBOOK	E8668	Impact area burn at Camp Roberts	9.75
05/25/2022 08:30:00	05/25/2022 17:00:00	DAYBOOK	E8668		8.50
05/25/2022 15:05:00	05/25/2022 15:35:00	INCIDENT	E8668	Incident 2022-137 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 8747 oak DR	0.50
05/26/2022 08:30:00	05/26/2022 23:00:00	DAYBOOK	SMF 1		14.50
05/26/2022 09:00:00	05/26/2022 17:00:00	DAYBOOK	SMF 1		8.00
05/26/2022 12:41:00	05/26/2022 12:59:00	INCIDENT	E8668	Incident 2022-138 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1601 L ST	0.30
05/26/2022 13:00:00	05/26/2022 13:22:00	INCIDENT	E8668	Incident 2022-139 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 815 12th ST	0.37
05/27/2022 01:22:00	05/27/2022 01:46:00	INCIDENT	E8668	Incident 2022-140 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1428 K ST	0.40
05/28/2022 16:11:00	05/28/2022 16:19:00	INCIDENT	E8668	Incident 2022-141 - Dispatched & cancelled en route: Apparatus E8668 responded to 2998 Pleasant RD	0.13
05/29/2022 10:30:00	05/30/2022 08:30:00	DAYBOOK	8601		22.00
05/30/2022 08:30:00	05/31/2022 08:30:00	DAYBOOK	SMF 1		24.00
05/31/2022 05:35:00	05/31/2022 06:00:00	INCIDENT	E8668	Incident 2022-142 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1428 K ST	0.42
05/31/2022 08:30:00	05/31/2022 17:00:00	DAYBOOK	SMF 1		8.50
05/31/2022 10:00:00	05/31/2022 11:00:00	DAYBOOK	8601	Meeting with Wade Horton and Scotty Jalbert regarding redistricting	1.00

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.



START	END	LOG TYPE	APPARATUS	NOTES	HOURS
33					
Total Hours for: Young, Scott P					468.70
Total of all Personnel Hours					468.70

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.





San Miguel Community Services District

Board of Directors Staff Report

June 23, 2022

AGENDA ITEM: X-1

SUBJECT: Approval of RESOLUTION 2022-34 approving a rate increase from \$5.38 per HCF to \$5.55 per HCF for construction hydrant meter usage to be effective July 16th, 2022

RECOMMENDATION: Approve RESOLUTION 2022-34 approving a rate increase for construction hydrant meters to be effective July 16th, 2022

Like many other public agencies, the District sometimes “rents out” the District’s fire hydrants to contractors for nearby construction projects. The District’s current rates are \$100 a month for the hydrant meter rental (not prorated) and \$5.38 for every hundred cubic feet (HCF) of water used. Based on the amount of time associated with each hydrant rental and taking into consideration the District’s operations and maintenance costs, District staff estimates that the current rental and usage rates for its hydrant rentals are insufficient to cover the District’s actual costs.

The proposed rental rate of \$100.00 (not prorated) and usage charges of \$5.55 per hundred cubic foot (HCF) covers District staff time to process the rental paperwork for each month, its costs to install and remove the meter, and the District’s costs associated with providing such water.

The \$750 deposit is to secure any potential damage to the meter by the contractor or nonpayment of the District’s fees.

These fees are consistent with the past fee schedule and the current usage rates as outlined in the current rate study for Non-Residential use.

This rate change will only affect individuals/ contractors who rent construction hydrant meters. These rates will not affect any other commercial or residential users.

FISCAL IMPACT

There is no additional cost to the District related to this increase.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: RESOLUTION 2022-34



RESOLUTION NO. 2022-34

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S FEES AND CHARGES FOR THE USE OF DISTRICT
WATER HYDRANTS**

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District ("District") hereby amends the District's fees and charges for the use of District water hydrants as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Effective July 16th, 2022.

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 July 2022

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel

Exhibit A**San Miguel Community Services District Water Hydrant Usage Fee and Charges****(Effective July 16th, 2022)**

1. A hydrant meter deposit of \$750 will be required by the applicant. The deposit, less the rental and usage fees, is refundable if no damage to the meter occurred while in the possession of the applicant.
2. A monthly rental fee of the hydrant meter of \$100 will be required. This is a non-refundable fee and is a 1 month minimum that is not prorated.
3. The actual metered water use will be billed at \$5.55 per hundred cubic foot.



San Miguel Community Services District

Board of Directors Staff Report

June 23rd 2022

AGENDA ITEM: X-2

SUBJECT: Approve RESOLUTION 2022-35 adopting a 2nd amendment and restated Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts and authorize the General Manager to sign the restated MOA.

RECOMMENDATION:

Approve RESOLUTION 2022-35 and authorize the General Manager to sign the restated MOA with IWMA.

November 18th 2021 the Board approved a first and second amendment to the IWMA JPA/ MOA. These amendments were to remove the County of San Luis Obispo from the agreements and make other related clarifying changes.

At this time the IWMA board is requesting that this Board approve a revised second amendment and restated JPA/MOA.

The majority of the changes, which are spread throughout the agreement, are to clarify the applicability and intent of the agreement as well as to update terminology.

Additionally, language was added under section 7 to limit the extent that the IWMA can enforce applicable laws.

None of the changes will affect what the IWMA does for the District, the Districts representation on the IWMA or what the District is obligated to do under the agreement.

FISCAL IMPACT

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

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: 2nd amendment and Restated JPA/ MOA

RESOLUTION NO. 2022-35**SECOND AMENDMENT TO THE
SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY
("IWMA") JOINT POWERS AGREEMENT**

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this 23rd day of June, 2022, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "Cities."

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

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority ("IWMA"); and

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

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and a waste diversion efforts; and

WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the IWMA's formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste ("MCR")) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA's formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste ("MORe")) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses; and

WHEREAS, since the IWMA's formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection

services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, the Cities and Authorized Districts continue to believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act and other legislation more effectively than if they exercise those powers separately; and

WHEREAS, the Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, the IWMA remains a regional agency in accordance with Public Resources Code section 40970 et seq.; and

WHEREAS, pursuant to Section 40977, the Cities shall include one (1) Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors; and

WHEREAS, the Authorized District “member” may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the Cities and the Authorized Districts (together “Participating Agencies”) desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

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

SAN MIGUEL COMMUNITY SERVICES DISTRICT

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

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

the foregoing Resolution is hereby passed and adopted this 23rd day of June 2022.

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Doug White, District General Counsel

Tamara Parent, Board Clerk

JOINT POWERS AGREEMENT

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

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

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ~~10th~~ ___ day of ~~May, 1994~~ _____, 2022, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "~~CITIES, and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California,~~ hereinafter called "COUNTY," as follows: "Cities."

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

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

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority ("IWMA"); and

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County, and certain special districts within the County (“Authorized Districts”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board; and

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency ~~be created by and with the consent of CITIES and COUNTY~~ remained advantageous to advise, plan for, ~~suggest,~~ and implement solutions to common solid waste ~~problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their and a waste diversion~~ efforts; and

WHEREAS, WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources Code section 40000 et seq.) and all regulations adopted under that legislation ~~requires~~require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the ~~CITIES~~IWMA’s formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste (“MCR”)) was signed into law and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilities established requirements for the collection, transportation, processing and disposal of the jurisdictions to implement a commercial solid waste, including recyclables, recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA’s formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste (“MORe”)) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated ~~within their jurisdictions~~by businesses; and

WHEREAS, since the IWMA’s formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection services to businesses

and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

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

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

WHEREAS, the ~~CITIES and COUNTY intend, Cities affirm, that~~ pursuant to this Second Amended and Restated Joint Powers Agreement, ~~to establish the IWMA remains~~ a regional agency in accordance with Public Resources Code ~~Section 40973; section 40970 et seq.;~~ and

WHEREAS, the ~~CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, 40977, the Cities shall include one (1) Authorized District to be responsible for compliance with the waste diversion requirements set forth included as a member in the Public Resources Code, Article 1 IWMA regional agency for the purpose of representation on the IWMA Board of Chapter 6 (commencing with Directors; and~~

WHEREAS, the Authorized District “member” may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to enable and allow one (1) representative of the Authorized

Districts to participate in the governance of the IWMA as a member agency pursuant to Section 41780);40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the ~~CITIES~~Cities and ~~COUNTY~~the Authorized Districts (together "Participating Agencies") desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act-, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

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

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

1.2 “Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

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

1.4 “Authorized Districts” means certain special districts with solid waste authority participating in the IWMA through this Second Amended and Restated Joint Powers Agreement, including but not limited to the Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District, or other qualified agencies that may later determine to become a Participating Agency by execution of this Agreement.

1.5 “Authorized District Representative” means the representative, or alternate, elected or appointed by the Authorized Districts to represent the Authorized Districts’ interests as a member of the IWMA regional agency pursuant to Section 40977 of the Public Resources Code.

1.41.6 “Board” means the Board of Directors of the Authority.

1.7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

1.51.8 “City” means any ~~Member~~ Participating Agency that is a city, and “Cities” means all of the ~~Members~~ Participating Agencies that are ~~cities~~ Cities.

~~1.6~~1.9 “Composting Facility” means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. (“Compost” means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. “Compost” includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

~~1.7~~ “County” means the unincorporated areas of San Luis Obispo County, California.

1.10 “Executive Director” means the person hired and appointed by the Board as the Authority's chief administrative officer to administer the affairs of the Authority and to implement the policies of the Board.

~~1.8~~1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

~~1.9~~1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (~~California Public Pub.~~ Resources Code ~~Sections, §~~ 40000 et seq.), as that element may be amended from time to time.

~~1.10~~1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (~~California Public Pub.~~ Resources Code ~~Sections, §~~ 40000 et seq.) as that element may be amended from time to time.

1.14 “IWMA” means the Authority as defined herein.

1.15 “IWMA Region” means the jurisdictional territory and boundaries of all Participating Agencies.

~~1.11~~1.16 “Joint Facilities” means a materials recovery facility, composting or HHW Facility, or other facility developed for the purpose of complying with requirements established by state legislation or the regulations of CalRecycle, or combination thereof, which is ~~located within the boundary of the Authority and is~~ owned by some or all of the ~~members~~Participating Agencies directly, or by the Authority, or by a private entity, or a public agency, for the benefit of some or all of the ~~members~~Participating Agencies.

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

~~1.13~~ “Member” means any of the signatories to this Agreement and “Members” means all of the signatories to this Agreement.

~~1.14~~1.17 “Members” means the Cities who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977. “MRF” means a “materials recovery facility” which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, “Definitions.”) “MRF” also means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (~~PRC~~Pub. Resources Code, § 50000(a)(4).)

1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities and the Authorized Districts who are signatories to this Agreement, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.

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

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

1.171.21 “Sole Use Facilities” means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one ~~member~~ Participating Agency or a private entity, but in all events is operated for the benefit of ~~one the residents and/or more, but not all, constituents~~ of the ~~Members~~ IWMA Region.

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

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

SECTION 2. Purpose.

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

~~The members enter the agreement Government Code section 6500 et seq. provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties. Public Resources Code section 40977 authorizes a district to be included as a member of a regional agency. Public Resources Code section 40976 authorizes a city or county to enter into a memorandum of understanding with another city, county, or district for the purpose of preparing and implementing source reduction and recycling elements or a countywide integrated waste management plan. It is the intent of the Participating Agencies to utilize these statutory authorizations in this Agreement.~~

~~The Participating Agencies enter this Agreement~~ with the intent to operate the Authority in compliance with the requirements of the Act and other state legislation, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services

provision. The duties and responsibilities of each ~~city and the County~~Participating Agency are described in the applicable adopted plans. The Authority is formed with the purpose and intent of facilitating the development of programs and projects related to waste diversion for the benefits of the residents and/or constituents of the IWMA Region that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

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

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code ~~Section 40973.~~section 40970 et seq. The regional agency shall include one (1) Authorized District Representative as a member pursuant to Public Resources Code section 40977. Said regional agency, and not the ~~CITIES and COUNTY which are members~~Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in ~~the~~ Public Resources Code, Article 1 of Chapter .6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and

agreed that Section ~~1214~~ of this Agreement shall provide for indemnification for the benefit of the regional agency and its ~~members~~Participating Agencies as specifically set forth therein.

3.3 The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities, or obligations of any of the ~~Members~~Participating Agencies. However, nothing in this Agreement shall prevent any ~~Member~~Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that ~~Member~~Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

SECTION 4. Inclusion of the Authorized Districts.

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers

granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

SECTION 5. Term.

The Authority ~~shall become~~ is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section ~~1315~~ of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would conflict with or violate the terms or conditions of any Revenue

Bonds or related documentation including, without limitation, indentures, resolutions, and letter of credit agreements.

SECTION 56. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, ~~a~~-MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the ~~Authority's boundary.~~IWMA Region. Notwithstanding any other provisions of this ~~agreement~~Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by ~~member jurisdictions~~Participating Agencies without the express written consent of such ~~member(s).~~Participating Agency.

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

- (a) to make and enter into contracts, ~~including contracts with any Member;~~

- (b) to apply for and accept grants, advances and contributions;
- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's Authority's facilities identified in Paragraph 56.1 herein, as well as any and all services and programs provided and/or implemented by the Authority;
- (i) to hire agents and employees;
- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with ~~all~~ applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph ~~5.1 herein~~ 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 56.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 56.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law, and such restrictions upon the manner of exercising such powers as are imposed by law ~~upon the Members~~ in the exercise of similar powers. ~~In no event shall the Authority be authorized to exercise any power not expressly authorized.~~ The Authority hereby designates the City of San Luis Obispo County as the Member required to be designated by Section 6509 of the California Government Code. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

SECTION 7. Expressed Limitation of Powers.

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

SECTION 8. Boundaries.

~~5.2 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use~~

~~or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 52 (j) is or will be located.~~

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency

~~SECTION 6. Boundaries.~~

~~The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.~~

SECTION 79. Organization.

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

8.29.2 Membership Participating Agencies.

- (a) Membership Cities. City membership in the Authority shall be voluntary, but only the ~~County of San Luis Obispo and all~~ cities incorporated in the County of

San Luis Obispo presently or in the future, are declared eligible for membership in the Authority. as a regional agency. City representatives to the Authority shall consist of one (1) member from the governing body of each incorporated City within the boundaries of the County of San Luis Obispo which is a party to this Agreement. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.

(b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

(b)(c) Representatives of the ~~COUNTY and CITIES~~ shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of ~~the member~~ their respective agencies.

~~Representatives to the Authority shall consist of the five members of, except that the Board of Supervisors of the County of San Luis Obispo and of one additional member from the governing body of each incorporated city within the boundaries of the County of San Luis Obispo which is a party to this Agreement, with each incorporated area being limited~~Authorized District Representative and alternate shall be elected or appointed pursuant to one representative.Section 4. Representatives shall serve so long as they hold office with their member agency ~~or,~~ until they shall resign or ~~be~~are removed by a majority vote of their member agency ~~,~~ or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.

~~(a) Member agencies may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected official and shall be able to vote only in the absence of the official representative.~~

~~(c)~~(d) Designation of the official representative or alternate(s), or ~~changes~~ thereto, shall be transmitted in writing to the ~~Manager~~Executive Director of the Authority by the appointing agency.

~~(d)~~(e) In addition to the incorporated ~~cities~~Cities and Authorized Districts presently a party to this Agreement, any other city ~~which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and/or~~ qualified special district which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior approval ~~or~~ for ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

~~(e)~~(f) Membership and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement ~~and subsequent annual ratification, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.~~

~~8.39.3~~8.39.3 Principal Office. The principal office of the Authority shall be ~~established by the Board within the boundary of the Authority located at 870 Osos Street, San Luis Obispo, CA 93401.~~ The Board may change that principal office upon giving at least 15 days' notice to each ~~Member and to the California Integrated Waste Management Board~~ Participating Agency and to CalRecycle.

~~8.49.4~~8.49.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice-President elected for a term of one year by a majority vote of ~~member agency representatives to the Authority~~the Board.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of ~~said~~each year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
- 1) President
 - a) Shall preside over all meetings of the Board ~~as Chairman~~.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - ~~a) Shall exercise general supervision over all activities of said Authority.~~
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.

- 2) Vice-~~President~~
 - a) Shall serve as ~~Chairman~~President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President ~~in administering of the~~ Authority.
 - c) Shall be an ex-officio member of all committees.
 - d) In the event of a vacancy occurring in the office of either the President or Vice-~~President~~ upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be filled by majority vote of the AuthorityBoard, the officer elected to serve for the balance of the unexpired term.

~~8.59.5~~Manager-Executive Director. The Board shall employ or contract for the services of a general manager (the "ManagerExecutive Director") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified managerExecutive Director using professional personnel standards and an open competitive process. The ManagerExecutive Director shall plan, organize and direct the administration and operations of the Authority.

either directly or by means of delegation to IWMA staff, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall implement Board policy, shall carry out such other duties that may be assigned to the ~~Manager~~Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

8-69.6 Committees.

- (a) Committees ~~and~~, subcommittees, and advisory committees may be established as the Board may deem appropriate.
- (b) Membership on “ad-hoc” policy committees shall be at the discretion of the President, subject to ratification by the Board, and consisting of less than a quorum of the Board. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
- (c) Standing Committees shall include an Executive Committee and ~~a Solid Waste Technical Advisory Committee~~other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by

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

SECTION 810. Meetings of the Board.

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

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

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

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

9.410.5 Minutes. The ~~Manager~~Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each ~~member~~Participating Agency.

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

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

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

fund derived from tipping fee surcharges and other sources as approved by the Authority Board.

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

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 56.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the ~~Manager~~ Executive Director to expend funds for the purposes outlined in the approved budget, ~~but~~ subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 56.1 herein shall be adopted by the Board before the Authority commits any

acquisition or construction funds or contracts. It may be amended if and when determined by the Board. Approval of the ~~budgets~~budget(s) for the facilities identified in Paragraph ~~56~~.1 herein shall constitute authority for the ~~Manager~~Executive Director (or any trustee or other fiduciary appointed by the Authority) to receive state or federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph ~~56~~.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected ~~Member~~Participating Agency or ~~Members~~Agencies. When such budgets are adopted by affected ~~members~~parties, appropriate accounts shall be established by the Authority and designated as such ~~Member's~~participant or ~~Members'~~participant's fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected ~~Member~~Participating Agency or ~~Members~~Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made

directly by the affected ~~Member~~Participating Agency or ~~Members~~Agencies, in which case such budgets shall not be a part of the budget- of the Authority.

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

SECTION 911. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating, and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by ~~member agencies.~~the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the ~~Controller and Manager~~Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No ~~Member~~Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 56.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 911, without that ~~Member's~~Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that ~~Member.~~

Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by ~~the Public~~

~~Utilities Code Section 99245~~ applicable statute or legislation and report the results of such audit to the Board.

9.1—~~Auditor-Controller / Treasurer.~~ The ~~Auditor-Controller / Treasurer~~ of San Luis Obispo County shall be the ~~Auditor-Controller / Treasurer~~ of the Authority. The ~~Auditor-Controller / Treasurer~~ shall:

~~10.111.1~~ ~~Receive and receipt preform all money of responsibilities and obligations as provided in Government Code section 6505.5. To the Authority extent a conflict exists between this Section 11 and place it in the Treasury of San Luis Obispo County to Government Code,~~ the credit of the Authority ~~Government Code shall control.~~

(a) ~~Be responsible for Notwithstanding Sections 11.1 above, designation of the safekeeping and disbursement of all Authority money held by him/her. Pay any sums due from the Authority, from Authority funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.~~

(b) ~~Invest funds.~~

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

9.2—~~Controller.~~ The ~~Auditor-Controller of the County of San Luis Obispo shall/ Treasurer may~~ be the ~~Controller for the Authority.~~ The ~~Controller shall:~~

(a) ~~Draw warrants changed from time to time to pay demands against the Authority when the demands have been~~

~~approved by the Authority time by resolution of the Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.~~

~~(b) — Keep and maintain records and books of accounts including keeping separate sub-accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.~~

~~10.211.2 Make available all such financial records of the Authority without necessitating amendment to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards this Agreement.~~

~~(c) — Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the Authority, the amount of receipts since his/her last report, and interest accrued to those funds.~~

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

SECTION ~~10~~12. Records and Accounts.

This Section and Section 911 are intended to ~~insure~~ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account, showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or ~~joint-use~~Joint Facilities or ~~sole-use facility~~Sole Use Facilities, and all financial transactions of the ~~Members~~Participating Agencies relating to any service or ~~joint-use~~Joint Facilities or ~~sole-use facility~~Sole Use Facilities. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses, or charges to be paid by all or any of the ~~Members~~Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the ~~Members~~Participating Agencies. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION ~~11~~13. Rates and Fees.

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and

fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates ~~to be charged and/or tipping fees~~ at the new facilities ~~identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities,~~ within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition and, construction of facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and, repair, and maintenance of new and existing facilities; (2) the implementation of activities required by the Act, state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on "Haulers" (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data,

information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

SECTION ~~12~~14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each ~~Member~~Participating Agency to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any ~~Member~~Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that ~~Member~~Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That ~~Member~~Participating Agency shall also indemnify and hold the Authority and the other ~~Members~~Participating

Agencies harmless from and against any and all liabilities, damages, fines, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of legal counsel. If two or more MembersParticipating Agencies are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the MembersParticipating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other MembersParticipating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the MemberParticipating Agency or MembersAgencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more MembersParticipating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION ~~13~~15. Withdrawal and Dissolution.

~~14.115.1~~ 14.215.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official memberappointed representatives of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or countyParticipating Agency in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of ~~CITIES and COUNTY~~the Participating Agencies.

~~14.215.2~~ 14.215.2 Any party to this Agreement may withdraw from the Authority, ~~with 30 days~~upon providing six (6) months' prior written notice, and

terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the ~~member~~Participating Agency shall have no effect on the continuance of this Agreement among the remaining ~~members~~Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining ~~members~~Participating Agencies. No withdrawal shall become effective until ~~30 days~~six (6) months after receipt of the written notice by the Authority.

~~13.1~~—A ~~member~~Participating Agency which has withdrawn from the Authority shall not be liable

~~14.3~~15.3 for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to the Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any ~~party hereto~~Participating Agency fails to pay ~~its~~a required contribution, as determined by the ~~Authority, said entity~~Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed to have voluntarily withdrawn a voluntary withdrawal from the Authority.

~~14.4~~15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by ~~COUNTY and CITIES~~a majority of the Members which are parties hereto. Said termination ~~Agreement~~agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of the

Authority in proportion to the contributions made ~~by the Participating Agencies.~~
 In the event the Authority is ~~abolished~~dissolved, the individual ~~member agencies~~Participating Agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan in addition to compliance with all waste management related legislation.

SECTION ~~14~~16. Amendments Including Termination.

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

SECTION ~~15~~17. Filing with the Secretary of State.

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

SECTION ~~16~~18. Notices.

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

SECTION ~~1719~~. Successors and Assigns.

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

conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION ~~1820~~. Severability.

Should any part, term, sentence, or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms, sentences, and provisions shall not be affected. and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION ~~1921~~. Section Headings.

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

SECTION ~~2022~~. Effective Date.

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

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

PARTICIPATING AGENCIES

<u>CITIES</u>	<u>AUTHORIZED DISTRICTS</u>
<u>Arroyo Grande</u>	<u>Avila Beach CSD</u>
<u>Atascadero</u>	<u>California Valley CSD</u>
<u>El Paso de Robles</u>	<u>Cambria CSD</u>
<u>Grover Beach</u>	<u>Cayucos Sanitary District</u>
<u>Morro Bay</u>	<u>Ground Squirrel Hollow CSD</u>
<u>Pismo Beach</u>	<u>Heritage Ranch CSD</u>
<u>San Luis Obispo</u>	<u>Los Osos CSD</u>
	<u>Nipomo CSD</u>
	<u>Oceano CSD</u>
	<u>San Miguel CSD</u>
	<u>San Simeon CSD</u>
	<u>Templeton CSD</u>

JOINT POWERS AGREEMENT

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

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

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called "Cities."

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

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority ("IWMA"); and

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

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and a waste diversion efforts; and

WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources

Code section 40000 et seq.) and all regulations adopted under that legislation require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the IWMA's formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste ("MCR")) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA's formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste ("MORE")) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses; and

WHEREAS, since the IWMA's formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, the Cities and Authorized Districts continue to believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act and other legislation more effectively than if they exercise those powers separately; and

WHEREAS, the Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, the IWMA remains a regional agency in accordance with Public Resources Code section 40970 et seq.; and

WHEREAS, pursuant to Section 40977, the Cities shall include one (1) Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors; and

WHEREAS, the Authorized District "member" may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the

Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the Cities and the Authorized Districts (together “Participating Agencies”) desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

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

1.1 “Act” means the California Integrated Waste Management Act of 1989 (Pub. Resources Code, § 40000 et seq.) and all regulations adopted under

that legislation, as that legislation and those regulations may be amended from time to time.

1.2 “Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

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

1.4 “Authorized Districts” means certain special districts with solid waste authority participating in the IWMA through this Second Amended and Restated Joint Powers Agreement, including but not limited to the Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District, or other qualified agencies that may later determine to become a Participating Agency by execution of this Agreement.

1.5 “Authorized District Representative” means the representative, or alternate, elected or appointed by the Authorized Districts to represent the Authorized Districts’ interests as a member of the IWMA regional agency pursuant to Section 40977 of the Public Resources Code.

1.6 “Board” means the Board of Directors of the Authority.

1.7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

1.8 “City” means any Participating Agency that is a city, and “Cities” means all of the Participating Agencies that are Cities.

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

1.10 “Executive Director” means the person hired and appointed by the Board as the Authority's chief administrative officer to administer the affairs of the Authority and to implement the policies of the Board.

1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (Pub. Resources Code, § 40000 et seq.) as that element may be amended from time to time.

1.14 “IWMA” means the Authority as defined herein.

1.15 “IWMA Region” means the jurisdictional territory and boundaries of all Participating Agencies.

1.16 “Joint Facilities” means a materials recovery facility, composting or HHW Facility, or other facility developed for the purpose of complying with requirements established by state legislation or the regulations of CalRecycle, or combination thereof, which is owned by some or all of the Participating Agencies directly, or by the Authority, or by a private entity, or a public agency, for the benefit of some or all of the Participating Agencies.

1.17 “Members” means the Cities who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977. “MRF” means a “materials recovery facility” which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, “Definitions.”) “MRF” also means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (Pub. Resources Code, § 50000(a)(4).)

1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities and the Authorized Districts who are signatories to this Agreement, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.

1.19 “NDFE” means a Nondisposal Facility Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.20 “Revenue Bonds” means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by

the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.21 “Sole Use Facilities” means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one Participating Agency or a private entity, but in all events is operated for the benefit of the residents and/or constituents of the IWMA Region.

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

1.23 “SRRE” means a Source Reduction And Recycling Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

Government Code section 6500 et seq. provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties. Public Resources Code section 40977 authorizes a district to be included as a member of a regional agency. Public Resources Code section 40976 authorizes a city or county to enter into a memorandum of understanding with another city, county, or district for the purpose of preparing and implementing source reduction and recycling elements or a countywide integrated waste management plan. It is the intent of the Participating Agencies to utilize these statutory authorizations in this Agreement.

The Participating Agencies enter this Agreement with the intent to operate the Authority in compliance with the requirements of the Act and other state legislation, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each Participating Agency are described in the applicable adopted plans. The Authority is formed with the purpose and intent of facilitating the development of programs and projects related to waste diversion for the benefits of the residents and/or constituents of the IWMA Region that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Cities hereby re-create and re-establish an authority and public entity to continue to be known as the “San Luis Obispo County Integrated Waste Management Authority,” (hereinafter referred to as the “Authority” or “IWMA”) it being understood that the Board shall be entitled to change the Authority's name from time to time. The Authority shall be a public entity separate from each of the Cities and the Authorized Districts.

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code section 40970 et seq. The regional agency shall include one (1) Authorized District Representative as a member pursuant to Public Resources Code section 40977. Said regional agency, and not the Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code, Article 1 of

Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 14 of this Agreement shall provide for indemnification for the benefit of the regional agency and its Participating Agencies as specifically set forth therein.

3.3 The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities, or obligations of any of the Participating Agencies. However, nothing in this Agreement shall prevent any Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

SECTION 4. Inclusion of the Authorized Districts.

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special

districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

SECTION 5. Term.

The Authority is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 15 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would

conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions, and letter of credit agreements.

SECTION 6. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the IWMA Region. Notwithstanding any other provisions of this Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by Participating Agencies without the express written consent of such Participating Agency.

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

- (a) to make and enter into contracts;
- (b) to apply for and accept grants, advances and contributions;

- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 6.1 herein, as well as any and all services and programs provided and/or implemented by the Authority;
- (i) to hire agents and employees;
- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 6.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 6.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law, and such restrictions upon the manner of exercising such powers as are imposed by law in the exercise of similar powers. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

SECTION 7. Expressed Limitation of Powers.

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and

regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

SECTION 8. Boundaries.

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.

SECTION 9. Organization.

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

9.2 Participating Agencies.

- (a) Cities. City membership in the Authority shall be voluntary, but only the cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority as a regional agency. City representatives to the Authority shall consist of one (1) member from the governing body of each incorporated City within the boundaries of the County of San Luis Obispo which is a party to this Agreement. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.
- (b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or

appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

- (c) Representatives of the shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of their respective agencies, except that the Authorized District Representative and alternate shall be elected or appointed pursuant to Section 4. Representatives shall serve so long as they hold office with their member agency, until they shall resign or are removed by a majority vote of their member agency, or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of the Authority by the appointing agency.
- (e) In addition to the incorporated Cities and Authorized Districts presently a party to this Agreement, any other city or qualified special district which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior

approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

- (f) Membership and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.

9.3 Principal Office. The principal office of the Authority shall be located at 870 Osos Street, San Luis Obispo, CA 93401. The Board may change that principal office upon giving at least 15 days' notice to each Participating Agency and to CalRecycle.

9.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice President elected for a term of one year by a majority vote of the Board.
- (b) Both the President and Vice President of the Board shall be elected at the last meeting preceding July of each year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President

- a) Shall preside over all meetings of the Board.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President.
 - c) Shall be an ex-officio member of all committees.
 - d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be

filled by majority vote of the Board, the officer elected to serve for the balance of the unexpired term.

9.5 Executive Director. The Board shall employ or contract for the services of a general manager (the “Executive Director”) who shall be the chief administrative officer of the Authority. The Authority shall select a qualified Executive Director using professional personnel standards and an open competitive process. The Executive Director shall plan, organize and direct the administration and operations of the Authority, either directly or by means of delegation to IWMA staff, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall implement Board policy, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

9.6 Committees.

- (a) Committees, subcommittees, and advisory committees may be established as the Board may deem appropriate.
- (b) Membership on “ad-hoc” policy committees shall be at the discretion of the President, subject to ratification by the Board, and consisting of less than a quorum of the Board. Nothing herein shall be construed to limit membership on these aforesaid

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

- (c) Standing Committees shall include an Executive Committee and other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by resolution. All Standing Committee meetings shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

SECTION 10. Meetings of the Board.

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

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

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

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

10.5 Minutes. The Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each Participating Agency.

10.6 Quorum and Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary or helpful in conducting the business of the Authority in an orderly manner.

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

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget and shall be paid out of the solid waste

fund derived from tipping fee surcharges and other sources as approved by the Board.

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

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 6.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 6.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the

Board. Approval of the budget(s) for the facilities identified in Paragraph 6.1 herein shall constitute authority for the Executive Director (or any trustee or other fiduciary appointed by the Authority) to receive state or federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 6.1 herein.

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

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

SECTION 11. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating, and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 6.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 11, without that Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by applicable statute or legislation and report the results of such audit to the Board.

11.1 Auditor-Controller / Treasurer. The Auditor-Controller / Treasurer of San Luis Obispo County shall be the Auditor-Controller / Treasurer of the Authority. The Auditor-Controller / Treasurer shall preform all responsibilities and obligations as provided in Government Code section 6505.5. To the extent a conflict exists between this Section 11 and the Government Code, the Government Code shall control.

11.2 Notwithstanding Sections 11.1 above, designation of the Auditor-Controller / Treasurer may be changed from time to time by resolution of the Board without necessitating amendment to this Agreement.

SECTION 12. Records and Accounts.

This Section and Section 11 are intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account, showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or Joint Facilities or Sole Use Facilities, and all financial transactions of the Participating Agencies relating to any service or Joint Facilities or Sole Use Facilities. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses, or charges to be paid by all or any of the Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the Participating Agencies. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 13. Rates and Fees.

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates and/or tipping fees at facilities within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition, construction, repair, and maintenance of new and existing facilities; (2) the implementation of state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on "Haulers" (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data, information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency

managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

SECTION 14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Participating Agency to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That Participating Agency shall also indemnify and hold the Authority and the other Participating Agencies harmless from and against any and all liabilities, damages, fines, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of legal counsel. If two or more Participating Agencies are responsible

for a failure to meet any such requirements or are claimed to have violated any such requirements, the Participating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Participating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Participating Agency or Agencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Participating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 15. Withdrawal and Dissolution.

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

15.2 Any party to this Agreement may withdraw from the Authority, upon providing six (6) months' prior written notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the Participating Agency shall have no effect on the continuance of this Agreement among the remaining Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining Participating Agencies. No

withdrawal shall become effective until six (6) months after receipt of the written notice by the Authority.

15.3 A Participating Agency which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to the Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any Participating Agency fails to pay a required contribution, as determined by the Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed a voluntary withdrawal from the Authority.

15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by a majority of the Members which are parties hereto. Said termination agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of the Authority in proportion to the contributions made by the Participating Agencies. In the event the Authority is dissolved, the individual Participating Agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan in addition to compliance with all waste management related legislation.

SECTION 16. Amendments Including Termination.

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

SECTION 17. Filing with the Secretary of State.

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

SECTION 18. Notices.

All notices which any Participating Agency of the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery, by electronic mail, or by US mail addressed to the Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or Participating Agency or Participating Agencies may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case

of notices of special meetings of the Board), two days after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

SECTION 19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Participating Agencies. However, no Participating Agency shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the voting Directors who do not represent the assigning Participating Agency. No assignment shall be effective unless and until the Authority, the Participating Agencies, and the proposed assignee comply with all then applicable requirements of law relating to changes in the composition of entities such as the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 20. Severability.

Should any part, term, sentence, or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION 21. Section Headings.

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

SECTION 22. Effective Date.

This Agreement shall take effect upon its execution by all Members, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in counterparts which together shall constitute a single agreement.

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

PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande Atascadero El Paso de Robles Grover Beach Morro Bay Pismo Beach San Luis Obispo	Avila Beach CSD California Valley CSD Cambria CSD Cayucos Sanitary District Ground Squirrel Hollow CSD Heritage Ranch CSD Los Osos CSD Nipomo CSD Oceano CSD San Miguel CSD San Simeon CSD Templeton CSD



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

June 16, 2022

BOARD ACTION: Review the enumeration of Financial Reports for May 2022

MAY 2022 Revenue: \$348,106.17 Sale Revenues, Property Taxes, and Franchise Fees.

MAY 2022 Expenses: \$138,611.99

FIRE DEPT PROJECTS:

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

MAY costs: \$0

Project costs to date: \$6,707.59 (34% spent)

Status: In Process

Resolution 2022-22: Fire Temporary Housing Unit- Budget: \$274,378.95

MAY costs: THU Lease, NDA, Notary \$5,231.62

Project costs to date: \$13,327.63 (4.86% spent)

Status: In Process

Fire Station Remodel-

MAY costs: The Blueprinter \$50.84

Project costs to date: \$2,927.84

Status: In Process

Resolution 2022-31 Fire Station Code Enforcement Violation- Budget: \$46,500.00

MAY costs: \$0

Project costs to date: \$0

Status: Started

UTILITY DEPT PROJECTS:

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

MAY costs: \$0.00

Grant use to date: \$184,679.42 (currently 80% of the grant has been used)

Status: In Process

WWTF Expansion Resolution 2021-20,32,33,35- by SWRCB Order June 2018

MAY costs: Water Systems Consulting \$15,813.75

Project costs to date: \$489,411.59

Status: In Process

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

MAY costs: \$0

Project costs to date: \$128,468.83 (62% spent)

Status: In Process

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

MAY costs: 0

2020: Started

WWTF Resolution 2022-04: WSC – NOI for Permit- Budget: \$50,000.00

MAY costs: \$0.00

Project costs to date: \$18,075.00 (36% spent)

Status: In Process

Resolution 2022-03: Mission Gardens Lift Stations Generator- Budget: \$27,722.34

MAY costs: Trench Backfill and Sidewalk Repair \$1,950.00

Project costs to date: \$7,425.49 (27% spent)

Status: In Process

LEGAL SERVICES

MAY Legal bills: None received

2021/22 LEGAL EXPENSES TO DATE:

BOARD MEETINGS:	\$ 23,506.04
CSD BOARD REQUESTS:	\$ 2,434.58
GENERAL CSD/ADMIN:	\$ 8,652.61
GENERAL HR AND HR CONTRACTS:	\$ 10,148.11
HR INVESTIGATION/ARBITRATION:	\$ 3,793.78
PUBLIC RECORDS REQUESTS:	\$ 1,115.89
RECALL:	\$ 15,165.90
SEWER:	\$ 14,896.00
STEINBECK:	\$ 22,959.30
WHITE OAK:	\$ 3,330.20
WATER:	\$ 4,471.50
	\$ 110,473.91

LEGAL BILLS TO DATE: \$ 45,266.61

TOP 5 GENERAL OPERATING EXPENSES:

- South Coast Emergency Services \$5,682.53 – E8668 B.I.T. & Pump Test, E8696 Annual Service
- Core & Main \$4,015.44 – Water Meters x12
- FGL Environmental \$2,340.00 – Monthly Labs and Testing
- Herc Rentals \$1,954.70 – Sludge Pump Vac
- Ferguson Enterprises \$1,709.57 – Pipes & Fittings

MONTHLY RECURRING EXPENSES:

CalPERS Employer	\$10,420.63
PG&E (Facilities & Lighting)	\$10,529.03
US Bank SMCSO Credit Cards	\$4,181.49
WEX Bank SMCSO District Vehicle Fuel	\$1,309.97

RECOMMENDATION: Receive and file the May 2022 SMCSO Financial Reports.

PREPARED BY:

Michelle Hido

Financial Officer

REVIEWED BY:

Interim General Manager/Fire Chief

06/15/22
11:05:57

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 5/22

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7974	19644S	650 13 STARS MEDIA	59.79					
1	9167	05/04/22 NOTICE OF PUBLIC HEARING 5/19	12.26			20 62000	393	10200
2	9167	05/04/22 NOTICE OF PUBLIC HEARING 5/19	1.20			30 63000	393	10200
3	9167	05/04/22 NOTICE OF PUBLIC HEARING 5/19	22.71			40 64000	393	10200
4	9167	05/04/22 NOTICE OF PUBLIC HEARING 5/19	22.42			50 65000	393	10200
5	9167	05/04/22 NOTICE OF PUBLIC HEARING 5/19	1.20*			60 66000	393	10200
7998	19644S	650 13 STARS MEDIA	197.29					
1	9178	05/05/22 PUBLIC NOTICE-ORDINCE 01-2022	197.29*			60 66000	393	10200
		Total for Vendor:	257.08					
8018	19667S	639 ACCURATE MAILING SERVICE	913.78					
		CONSUMER CONFIDENCE RPT B/W						
1	15303	05/23/22 CCR PRINTG & REPRO & POSTAGE	913.78*			50 65000	320	10200
		Total for Vendor:	913.78					
7964	19645S	689 AMAZON CAPITOL SERVICES	0.00					
		1M17-3TKV-1747						
4	1M17-3TKV	05/01/22 TONER HP CARTRIDGE	22.84			20 62000	410	10200
5	1M17-3TKV	05/01/22 TONER HP CARTRIDGE	2.22			30 63000	410	10200
6	1M17-3TKV	05/01/22 TONER HP CARTRIDGE	42.29			40 64000	410	10200
7	1M17-3TKV	05/01/22 TONER HP CARTRIDGE	41.74			50 65000	410	10200
8	1M17-3TKV	05/01/22 TONER HP CARTRIDGE	2.22			60 66000	410	10200
9900	116R-M76K-	05/01/22 OXY&ACTY CUT TORCH KIT	-47.24*			40 64000	490	10200
	CI	8						
9901	116R-M76K-	05/01/22 OXY&ACTY CUT TORCH KIT	-64.07			50 65000	490	10200
	CI	8						
8004	19645S	689 AMAZON CAPITOL SERVICES	75.06					
		1CKR-RTDP-14JG						
1	1CKR-RTDP	05/01/22 2" FORKLIFT HITCH RECVR	75.06			40 64000	351	10200
8005	19645S	689 AMAZON CAPITOL SERVICES	0.00					
		1GWD-TJVD-XLFG						
1	1GWD-TJVD	05/01/22 CHARGING STATION WIRELESS	20.35			40 64000	410	10200
2	1GWD-TJVD	05/01/22 CHARGING STATION WIRELESS	20.35			50 65000	410	10200

06/15/22
11:05:57

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 5/22

Page: 2 of 17
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9900 CI	116R-M76K- 8	05/01/22 OXY&ACTY CUT TORCH KIT	-40.70*			40 64000	490	10200
8006 1PNM-YD3V-TKL3	19645S 689	AMAZON CAPITOL SERVICES	6.17					
1	1PNM-YD3V	05/01/22 INLINE DRKNG WATER FILTER	6.17			20 62000	352	10200
2	1PNM-YD3V	05/01/22 INLINE DRKNG WATER FILTER	0.60			30 63000	352	10200
3	1PNM-YD3V	05/01/22 INLINE DRKNG WATER FILTER	11.41			40 64000	352	10200
4	1PNM-YD3V	05/01/22 INLINE DRKNG WATER FILTER	11.26			50 65000	352	10200
5	1PNM-YD3V	05/01/22 INLINE DRKNG WATER FILTER	0.60			60 66000	352	10200
9900 CI	116R-M76K- 8	05/01/22 OXY&ACTY CUT TORCH KIT	-23.87			50 65000	490	10200
		Total for Vendor:	81.23					
7999 1 2	19646S 4208 4208	576 APEX FIRE CONTROL 05/09/22 Fire Extg. Service Maint 05/09/22 Fire Extg. Service Maint	106.09 53.04 53.05			40 64000 50 65000	351 351	10200 10200
		Total for Vendor:	106.09					
8033 FIRE CELL PHONES	19668S 05102022 05102022	714 AT&T MOBILITY 05/02/22 FIRE CELL PHONE - ROBERSON 05/02/22 FIRE CELL PHONE - YOUNG	88.66 44.33* 44.33*			20 62000 20 62000	465 465	10200 10200
		Total for Vendor:	88.66					
7990 1	19647S 434	622 BALDWIN ELECTRIC SERVICE 04/29/22 WWTF OUTLET INSTALL&SHOP LIGHT	1,485.32 1,485.32			40 64000	582	10200
8011 1	19669S 439	622 BALDWIN ELECTRIC SERVICE 05/18/22 WELL 3 WIRE/MOTOR REPAIR	240.00 240.00			50 65000	353	10200
		Total for Vendor:	1,725.32					
7987 1	19648S 58009P	340 C&N TRACTORS 04/25/22 STL SLEEVE	11.23 11.23			20 62000	305	10200

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7988	19648S	340 C&N TRACTORS	19.56					
1	58184P	05/02/22 FUEL MIX	19.56			20 62000	305	10200
		Total for Vendor:	30.79					
7973	19649S	87 CALIFORNIA WATER ENVIRONMENT	91.00					
		ID: 3963501 T. PASLAY CWEA MEMBERSHIP Renewal Fees						
1	3963501	05/09/22 22/23 Renewal Cert T.PASLAY Valve	91.00*			40 64000	715	10200
		Total for Vendor:	91.00					
8056	-99348E	416 CALPERS	501.08					
		CalPers PERPA Annual Unfunded Accrued Liability Actuarial Valuation for Rate Plan 26019						
1	16786950	05/01/22 CalPers 3100 Retirement	102.72			20 21851		10250
2	16786950	05/01/22 CalPers 3100 Retirement	10.02			30 21851		10250
3	16786950	05/01/22 CalPers 3100 Retirement	190.41			40 21851		10250
4	16786950	05/01/22 CalPers 3100 Retirement	187.91			50 21851		10250
5	16786950	05/01/22 CalPers 3100 Retirement	10.02			60 21851		10250
8057	-99347E	416 CALPERS	1,387.17					
		CalPers 4680 Annual Unfunded Accrued Liability Classic Plan 06-30-19 Actuarial Valuation						
1	16786941	05/01/22 CalPers 3100 Retirement	0.00			20 21850		10250
2	16786941	05/01/22 CalPers 3100 Retirement	69.34			30 21850		10250
3	16786941	05/01/22 CalPers 3100 Retirement	624.24			40 21850		10250
4	16786941	05/01/22 CalPers 3100 Retirement	624.24			50 21850		10250
5	16786941	05/01/22 CalPers 3100 Retirement	69.35			60 21850		10250
		Total for Vendor:	1,888.25					
8032	19670S	67 CHARTER COMMUNICATIONS	129.98					
		Acct# 8245 10 105 0027311 Spectrum Business Internet/Voice						
		Service 511/22 - 610/22						
1	7311051122	05/11/22 Internet/Voice CSD JUNE	64.99			40 64000	375	10200
2	7311051122	05/11/22 Internet/Voice CSD JUNE	64.99			50 65000	375	10200
		Total for Vendor:	129.98					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
8023	19671S	712 CIO SOLUTIONS	1,709.00					
1	93684-122	04/15/22 IT SUPPORT- APRIL	327.80*			20 62000	321	10200
2	93684-122	04/15/22 IT SUPPORT- APRIL	31.98			30 63000	321	10200
3	93684-122	04/15/22 IT SUPPORT- APRIL	607.60*			40 64000	321	10200
4	93684-122	04/15/22 IT SUPPORT- APRIL	599.62*			50 65000	321	10200
5	93684-122	04/15/22 IT SUPPORT- APRIL	31.98			60 66000	321	10200
6	93089-122	04/15/22 UTILITIES WWTF COMPUTER	5.50			30 63000	321	10200
7	93089-122	04/15/22 UTILITIES WWTF COMPUTER	49.50*			40 64000	321	10200
8	93089-122	04/15/22 UTILITIES WWTF COMPUTER	49.50*			50 65000	321	10200
9	93089-122	04/15/22 UTILITIES WWTF COMPUTER	5.52			60 66000	321	10200
8024	19671S	712 CIO SOLUTIONS	1,709.00					
1	94331-122	05/15/22 IT SUPPORT- MAY	327.80*			20 62000	321	10200
2	94331-122	05/15/22 IT SUPPORT- MAY	31.98			30 63000	321	10200
3	94331-122	05/15/22 IT SUPPORT- MAY	607.62*			40 64000	321	10200
4	94331-122	05/15/22 IT SUPPORT- MAY	599.62*			50 65000	321	10200
5	94331-122	05/15/22 IT SUPPORT- MAY	31.98			60 66000	321	10200
6	93089-122	05/15/22 UTILITIES WWTF COMPUTER	5.50			30 63000	321	10200
7	93089-122	05/15/22 UTILITIES WWTF COMPUTER	49.50*			40 64000	321	10200
8	93089-122	05/15/22 UTILITIES WWTF COMPUTER	49.50*			50 65000	321	10200
9	93089-122	05/15/22 UTILITIES WWTF COMPUTER	5.50			60 66000	321	10200
8025	19671S	712 CIO SOLUTIONS	87.50					
1	94153-122	04/30/22 IT SUPPORT- TP LAPTOP	17.94			20 62000	475	10200
2	94153-122	04/30/22 IT SUPPORT- TP LAPTOP	1.75			30 63000	475	10200
3	94153-122	04/30/22 IT SUPPORT- TP LAPTOP	33.25			40 64000	475	10200
4	94153-122	04/30/22 IT SUPPORT- TP LAPTOP	32.81			50 65000	475	10200
5	94153-122	04/30/22 IT SUPPORT- TP LAPTOP	1.75			60 66000	475	10200
8026	19671S	712 CIO SOLUTIONS	666.30					
3	94149-122	04/30/22 IT SUPPORT- MDM SETUP	333.15			40 64000	475	10200
4	94149-122	04/30/22 IT SUPPORT- MDM SETUP	333.15			50 65000	475	10200
Total for Vendor:			4,171.80					

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8038	19672S	199 CITY OF PASO ROBLES TODD GROUNDWATER INV# 30741-522-222 5/11/22 3.03% OF PR CORRECTIVE ACTION PLAN	242.96					
1	SM20220511	05/11/22 3.03% PR CORRTIVE ACTION P	242.96			50 65000	324	10200
8048	19672S	199 CITY OF PASO ROBLES GSI WATER SOLUTIONS INV# 00824.003-6 05/13/22 3.03% OF PR SUB-BASIN 3RD ANNUAL RPT	77.87					
1	SM20220525	05/25/22 Paso Robles 3RD Annual Rep	77.87			50 65000	324	10200
Total for Vendor:			320.83					
7992	19650S	584 CORE & MAIN LP WATER METER	284.45					
1	Q019901	04/22/22 1- WATER METER	284.45*			50 65000	525	10200
7993	19650S	584 CORE & MAIN LP WATER METER	4,015.44					
1	Q394908	04/22/22 WATER METER x12	4,015.44*			50 65000	525	10200
Total for Vendor:			4,299.89					
8034	19673S	429 COUNTY OF SAN LUIS OBISPO - EH	224.40					
1	IN0138026	05/09/22 Cross Connection Admin Fee	224.40			50 65000	362	10200
Total for Vendor:			224.40					
7983	19651S	654 CULLIGAN WATER	9.59					
1	976807	05/20/22 WATER DELIVERY APRIL	4.79			40 64000	305	10200
2	976807	05/20/22 WATER DELIVERY APRIL	4.80			50 65000	305	10200
Total for Vendor:			9.59					
8042	19674S	109 FERGUSON ENTERPRISES	1,709.57					
1	9947341	05/18/22 PIPE & FITTINGS	1,709.57			50 65000	353	10200
Total for Vendor:			1,709.57					

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7980 1	19652S 281142A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/29/22 Metals	95.00 95.00			50 65000	358	10200
7981 1	19652S 281143A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/29/22 Metals	98.00 98.00			50 65000	358	10200
7982 2	19652S 281114A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/29/22 WET CHEMISTRY	159.00 159.00			40 64000	355	10200
7986 2	19652S 281034A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/27/22 WET CHEMISTRY	159.00 159.00			40 64000	355	10200
7994 1	19652S 280783A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/27/22 Metals	205.00 205.00			40 64000	355	10200
7995 1	19652S 281055A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/25/22 Metals	95.00 95.00			50 65000	358	10200
7996 2	19652S 280863A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/27/22 WET CHEMISTRY	159.00 159.00			40 64000	355	10200
7997 3	19652S 281056A	112 FGL - ENVIRONMENTAL ANALYTICAL 04/25/22 COLIFORM	225.00 225.00			50 65000	359	10200
8007 1	19652S 280589A	112 FGL - ENVIRONMENTAL ANALYTICAL 03/11/22 WET CHEMISTRY	159.00 159.00			40 64000	355	10200
8022 3	19675S 281367A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/13/22 COLIFORM	225.00 225.00			50 65000	359	10200
8027 1	19675S 281366A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/13/22 Metals	95.00 95.00			50 65000	358	10200

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8028 1	19675S 281271A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/13/22 Metals	95.00 95.00			50 65000	358	10200
8044 2	19675S 281245A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/18/22 WET CHEMISTRY	134.00 134.00			40 64000	355	10200
8045 1	19675S 281244A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/18/22 Metals	162.00 162.00*			50 65000	355	10200
8046 1	19675S 281243A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/18/22 Metals	70.00 70.00			40 64000	355	10200
8047 1	19675S 281242A	112 FGL - ENVIRONMENTAL ANALYTICAL 05/18/22 Metals	205.00 205.00			40 64000	355	10200
		Total for Vendor:	2,340.00					
8009	19653S	632 FRONTIER COMMUNICATIONS (216-5) Acct #805-467-2015-051216-5 Service from 05/1/22 - 05/31/22	84.64					
SCADA								
1	MAY 2022	05/01/22 Alarm/SCADA	42.32			40 64000	310	10200
2	MAY 2022	05/01/22 Alarm/SCADA	42.32			50 65000	310	10200
		Total for Vendor:	84.64					
8050	19676S	125 GREAT WESTERN ALARM A0702 UTILITIES EMERGENCY Service Period: 6/01/22 - 6/31/22	83.16					
Inv 220502242101								
1	2205022421	06/01/22 Answering Service JUNE	41.58			40 64000	380	10200
2	2205022421	06/01/22 Answering Service JUNE	41.58			50 65000	380	10200
8051	19676S	125 GREAT WESTERN ALARM GW-661 SCADA Service Period: 6/1/22 - 6/31/22	32.00					
1	2205005451	06/01/22 Alarm Monitoring JUNE	16.00			40 64000	380	10200
2	2205005451	06/01/22 Alarm Monitoring JUNE	16.00			50 65000	380	10200
		Total for Vendor:	115.16					

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8035 32827933-003	19677S 32827933-0	720 HERC RENTALS INC 05/13/22 SLUDGE PUMP VAC	1,954.70 1,954.70			40 64000	582	10200
		Total for Vendor:	1,954.70					
8041 Water and Sewer deposit refund 1124 N ST	19678S 999999	KEVIN LYNCH	120.00					
27331-05								
2	27331-05	05/15/22 WATER DEPOSIT REFUND 1124 N	50.00			50 20550		10200
3	27331-05	05/15/22 SEWER DEPOSIT REFUND 1124 N	70.00			40 20550		10200
		Total for Vendor:	120.00					
7985 Uniforms; Dodds, Sobotka, Pittman, Paslay	19654S	646 MISSION UNIFORM SERVICE	50.29					
1	516788789	04/06/22 Employee Uniforms	1.00			30 63000	495	10200
2	516788789	04/06/22 Employee Uniforms	24.14*			40 64000	495	10200
4	516788789	04/06/22 Employee Uniforms	24.15*			50 65000	495	10200
5	516788789	04/06/22 Employee Uniforms	1.00			60 66000	495	10200
8019 Uniforms; Dodds, Sobotka, Pittman, Paslay	19679S	646 MISSION UNIFORM SERVICE	50.29					
1	517046167	05/18/22 Employee Uniforms	1.00			30 63000	495	10200
2	517046167	05/18/22 Employee Uniforms	24.14*			40 64000	495	10200
4	517046167	05/18/22 Employee Uniforms	24.15*			50 65000	495	10200
5	517046167	05/18/22 Employee Uniforms	1.00			60 66000	495	10200
8039 Uniforms; Dodds, Sobotka, Pittman, Paslay	19679S	646 MISSION UNIFORM SERVICE	50.29					
1	517004398	05/11/22 Employee Uniforms	1.00			30 63000	495	10200
2	517004398	05/11/22 Employee Uniforms	24.14*			40 64000	495	10200
4	517004398	05/11/22 Employee Uniforms	24.15*			50 65000	495	10200
5	517004398	05/11/22 Employee Uniforms	1.00			60 66000	495	10200

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8049	19679S	646 MISSION UNIFORM SERVICE	50.29					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	517090105	05/25/22 Employee Uniforms	1.00			30 63000	495	10200
2	517090105	05/25/22 Employee Uniforms	24.14*			40 64000	495	10200
4	517090105	05/25/22 Employee Uniforms	24.15*			50 65000	495	10200
5	517090105	05/25/22 Employee Uniforms	1.00			60 66000	495	10200
		Total for Vendor:	201.16					
7976	19655S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	148.79					
		Truck #8634						
1	60156	05/04/22 #8634 Service Truck	74.40			40 64000	354	10200
2	60156	05/04/22 #8634 Service Truck	74.39			50 65000	354	10200
		Total for Vendor:	148.79					
7984	19656S	17 N REX AWALT CORPORATION	18.29					
1	20407	05/04/22 SCH 40 PVC CAPS	18.29			50 65000	353	10200
		Total for Vendor:	18.29					
7975	19657S	182 NAPA AUTO PARTS	271.27					
2	123866	05/02/22 FILTERS & OIL U8632	135.64			40 64000	354	10200
3	123866	05/02/22 FILTERS & OIL U8632	135.63			50 65000	354	10200
		Total for Vendor:	271.27					
8000	19658S	999999 PARENT, JOSEPH ANTHONY	47.83					
		WORK PANT REIMBURSEMENT						
1	05/08/22	WORK PANT JA PARENT	23.91*			40 64000	495	10200
2	05/08/22	WORK PANT JA PARENT	23.92*			50 65000	495	10200
		Total for Vendor:	47.83					
8020	19680S	208 PG&E #6480-8	1,088.54					
		Acct #8565976480-8						
1	04/18/22	12th & K 8565976725	9.64			30 63000	381	10200
2	04/18/22	11TH STREET - 8562053214	47.66			30 63000	381	10200
3	04/18/22	RIO MESA CIR - 8564394360	22.25			30 63000	381	10200
4	04/18/22	VERDE/RIO MESA - 8560673934	55.67			30 63000	381	10200
5	04/18/22	Mission Heights - 8565976482	170.84			30 63000	381	10200

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6	04/18/22	Tract 2605 - 8565976109	36.60			30 63000	381	10200
7	04/18/22	9898 River Rd. - 8565976002	352.18			30 63000	381	10200
8	04/18/22	9898 River Rd. - 8565976004	43.79			30 63000	381	10200
9	04/18/22	9898 River Rd. - 8565976008	207.06			30 63000	381	10200
10	04/18/22	9898 River Rd. - 8565976014	71.36			30 63000	381	10200
11	04/18/22	9898 River Rd. - 8565976481	51.11			30 63000	381	10200
12	04/18/22	9898 River Rd. - 8565976483	20.38			30 63000	381	10200
Total for Vendor:			1,088.54					
8043	19681S	209 PG&E #6851-8	9,440.49					
Acct #3675186851-8								
1	05/20/22	Old Fire Station/1297 L St	25.13			20 62000	381	10200
2	05/20/22	Fire Station/1150 Mission	9.53			20 62000	381	10200
3	05/20/22	Water Works #1/Well 3	2,035.87			50 65000	381	10200
4	05/20/22	Bonita Pl & 16th/Well 4	1,453.42			50 65000	381	10200
5	05/20/22	N St/WWTF	5,426.93			40 64000	381	10200
6	05/20/22	2HP Booster Station	9.53			50 65000	381	10200
7	05/20/22	Mission Heights Booster	9.53			50 65000	381	10200
8	05/20/22	14th St. & K St.	62.80			50 65000	381	10200
9	05/20/22	942 Soka Way lift station	124.27			40 64000	379	10200
10	05/20/22	Missn & 12th Lanscape~St light	106.77			30 63000	381	10200
11	05/20/22	SLT Well	176.71			50 65000	381	10200
Total for Vendor:			9,440.49					
7978	19659S	999999 PINION, MARIA & POLO	39.56					
SEWER Arrearage								
938 L ST								
27414-01								
2	27414-01	04/25/22 SEWER ARREARAGE 938 L ST	39.56			40 20550		10200
Total for Vendor:			39.56					
8031	19682S	600 RS COMMUNICATIONS CONSULTANTS	314.03					
1	SMF51622	05/18/22 BACKUP MIC KAA0290	314.03			20 62000	460	10200
Total for Vendor:			314.03					

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8040	19683S	233 SAFEGUARD BUSINESS SYSTEMS	85.10					
CSD UTILITY POLOS								
1	034972349	05/12/22 CSD UTILITY POLO	42.55*			40 64000	495	10200
2	034972349	05/12/22 CSD UTILITY POLO	42.55*			50 65000	495	10200
Total for Vendor:			85.10					
8012	19684S	481 SAN MIGUEL COMMUNITY SERVICES	142.88					
01004-00								
1	05/15/22	1150 Mission Street	71.44			50 65000	384	10200
2	05/15/22	1150 Mission Street	71.44*			40 64000	384	10200
8013	19684S	481 SAN MIGUEL COMMUNITY SERVICES	2.00					
01004B-00								
1	1004B-00	05/15/22 1150 Mission Street	2.00*			20 62000	384	10200
8014	19684S	481 SAN MIGUEL COMMUNITY SERVICES	353.49					
20547-00								
1	05/15/22	1203 Mission St Irrigation Mtr	353.49			30 63000	384	10200
8015	19684S	481 SAN MIGUEL COMMUNITY SERVICES	52.54					
1	05/15/22	942 Soka Way	52.54*			40 64000	384	10200
8016	19684S	481 SAN MIGUEL COMMUNITY SERVICES	55.54					
Acct#27475-00								
1	05/15/22	1765 Bonita	55.54*			40 64000	384	10200
8017	19684S	481 SAN MIGUEL COMMUNITY SERVICES	114.54					
ACCT# 27476-00								
1	05/15/22	1199 Mission Irrigation Meter	114.54			30 63000	384	10200
Total for Vendor:			720.99					
8002	19660S	238 SAN MIGUEL GARBAGE	103.98					
ACCT# 318691								
1	050122	05/01/22 MAY 2022	51.99			40 64000	383	10200
2	050122	05/01/22 MAY 2022	51.99			50 65000	383	10200
Total for Vendor:			103.98					

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8030	19685S	673 SCOTT KELLER	5,040.00					
		ANNUAL THU LEASE PAYMENT FOR APN 021-221-014/015/016/018						
1	05/17/22	5/22-4/23 THU LEASE + LATE FEE	5,040.00*			20 62000	511	10200
		Total for Vendor:	5,040.00					
8021	19686S	589 SOUTH COAST EMERGENCY VEHICLE	2,909.47					
8668								
1	508203	05/18/22 8668 ANNUAL SERVICE & PUMPTST	2,909.47			20 62000	351	10200
8037	19686S	589 SOUTH COAST EMERGENCY VEHICLE	2,773.06					
8696								
1	508115	05/12/22 8696 ANNUAL SERVICE & PUMPTST	2,773.06			20 62000	354	10200
		Total for Vendor:	5,682.53					
7977	19661S	999999 STILES, MATT	29.19					
		DENTAL AND VISION OVER-WITHHOLDING REIMBURSEMENT						
1	05/09/22	DENTAL/VISION OVER WH REIMBURS	14.59			40 64000	210	10200
2	05/09/22	DENTAL/VISION OVER WH REIMBURS	14.60			50 65000	210	10200
		Total for Vendor:	29.19					
7989	19662S	378 SWIFT TECTONICS, INC.	1,950.00					
1	6247	04/30/22 GAS TRENCH BACKFILL	750.00			40 64000	580	10200
2	6247	04/30/22 SIDEWALK REPAIR	1,200.00			40 64000	580	10200
		Total for Vendor:	1,950.00					
8010	19663S	282 THE BLUEPRINTER	50.84					
1	122-504	04/05/22 FIRE PLANS	50.84			20 62000	352	10200
		Total for Vendor:	50.84					
8052	19687S	301 US BANK	2,343.18					
		TP STATEMENT DATE 5/23/2022						
1	TP MAY22	05/23/22 ZOOM - BOARD MEETINGS	3.07			20 62000	385	10200
2	TP MAY22	05/23/22 ZOOM - BOARD MEETINGS	0.30			30 63000	385	10200
3	TP MAY22	05/23/22 ZOOM - BOARD MEETINGS	5.70*			40 64000	385	10200
4	TP MAY22	05/23/22 ZOOM - BOARD MEETINGS	5.62			50 65000	385	10200
5	TP MAY22	05/23/22 ZOOM - BOARD MEETINGS	0.30			60 66000	385	10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Claim Details
 For the Accounting Period: 5/22

* ... Over spent expenditure

Claim/ Line #	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
6	TP MAY22	05/23/22	CSDA BOARD CRK CONF	112.75			20		62000	340		10200
7	TP MAY22	05/23/22	CSDA BOARD CRK CONF	11.00			30		63000	340		10200
8	TP MAY22	05/23/22	CSDA BOARD CRK CONF	209.00			40		64000	340		10200
9	TP MAY22	05/23/22	CSDA BOARD CRK CONF	206.25			50		65000	340		10200
10	TP MAY22	05/23/22	CSDA BOARD CRK CONF	11.00			60		66000	340		10200
11	TP MAY22	05/23/22	RINGCENTRAL MAY PHONE	58.77*			20		62000	310		10200
12	TP MAY22	05/23/22	RINGCENTRAL MAY PHONE	5.73			30		63000	310		10200
13	TP MAY22	05/23/22	RINGCENTRAL MAY PHONE	108.95			40		64000	310		10200
14	TP MAY22	05/23/22	RINGCENTRAL MAY PHONE	107.51			50		65000	310		10200
15	TP MAY22	05/23/22	RINGCENTRAL MAY PHONE	5.73			60		66000	310		10200
16	TP MAY22	05/23/22	CRAIGSLIST JOB POSTING	12.50			50		65000	393		10200
17	TP MAY22	05/23/22	CRAIGSLIST JOB POSTING	12.50			40		64000	393		10200
18	TP MAY22	05/23/22	USPS STAMPS	35.99			20		62000	315		10200
19	TP MAY22	05/23/22	USPS STAMPS	3.51			30		63000	315		10200
20	TP MAY22	05/23/22	USPS STAMPS	66.71			40		64000	315		10200
21	TP MAY22	05/23/22	USPS STAMPS	65.84			50		65000	315		10200
22	TP MAY22	05/23/22	USPS STAMPS	3.51			60		66000	315		10200
23	TP MAY22	05/23/22	MICROSOFT 365 X7	206.60			20		62000	475		10200
24	TP MAY22	05/23/22	MICROSOFT 365 X7	20.16			30		63000	475		10200
25	TP MAY22	05/23/22	MICROSOFT 365 X7	383.00			40		64000	475		10200
26	TP MAY22	05/23/22	MICROSOFT 365 X7	378.00			50		65000	475		10200
27	TP MAY22	05/23/22	MICROSOFT 365 X7	20.16			60		66000	475		10200
28	TP MAY22	05/23/22	BOARD CRK ADOBE	36.88			20		62000	475		10200
29	TP MAY22	05/23/22	BOARD CRK ADOBE	3.60			30		63000	475		10200
30	TP MAY22	05/23/22	BOARD CRK ADOBE	68.35			40		64000	475		10200
31	TP MAY22	05/23/22	BOARD CRK ADOBE	67.45			50		65000	475		10200
32	TP MAY22	05/23/22	BOARD CRK ADOBE	3.60			60		66000	475		10200
33	TP MAY22	05/23/22	LOWES- PLANTS MISSION ST	103.14			30		63000	353		10200
8053 19687S 301 US BANK				1,135.99								
KD STATEMENT DATE 05/23/2022												
1	KD MAY22	05/23/22	LOWES- WSHR CORD + DETERGNT	29.07			40		64000	305		10200
2	KD MAY22	05/23/22	LOWES- WSHR CORD + DETERGNT	29.07			50		65000	305		10200
3	KD MAY22	05/23/22	LOWES- PARTS	66.33			50		65000	353		10200
4	KD MAY22	05/23/22	TRACTOR SUPP- DIQUAT WEED KL	119.61			40		64000	582		10200
5	KD MAY22	05/23/22	OFFICE WATER PRG - JAP ENRLL	150.53*			40		64000	385		10200
6	KD MAY22	05/23/22	777 AUCTION- PALLET JACK	281.39			60		66000	490		10200

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Claim Details
 For the Accounting Period: 5/22

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* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7	KD MAY22 05/23/22	RITE AID - HAND SANITIZER	0.48			40 64000	348	10200
8	KD MAY22 05/23/22	RITE AID - HAND SANITIZER	0.48			50 65000	348	10200
9	KD MAY22 05/23/22	OFFICE WATER PRG- DP ENRLLMT	108.39*			40 64000	385	10200
10	KD MAY22 05/23/22	LOWES- BO CELL SHADE	38.86			40 64000	354	10200
11	KD MAY22 05/23/22	LOWES- BO CELL SHADE	38.86			50 65000	354	10200
12	KD MAY22 05/23/22	OFFICE WATER PRG-CLERK JOB P	12.50			40 64000	393	10200
13	KD MAY22 05/23/22	OFFICE WATER PRG-CLERK JOB P	12.50			50 65000	393	10200
14	KD MAY22 05/23/22	SAFETYSIGN.COM- HAZ SIGNS X1	247.92			50 65000	305	10200
8054 19687S 301 US BANK			702.32					
SY STATEMENT DATE 5/23/22								
1	SY MAY22 05/23/22	UPS STORE- NDA	131.62*			20 62000	511	10200
2	SY MAY22 05/23/22	HOPES TAX- NOTARY	60.00*			20 62000	511	10200
3	SY MAY22 05/23/22	USPS - FIRE CERT	1.36			20 62000	315	10200
4	SY MAY22 05/23/22	BLAKE'S- TAPE, GALV PARTS	16.02			20 62000	305	10200
5	SY MAY22 05/23/22	SLO PARKING	4.00			20 62000	305	10200
6	SY MAY22 05/23/22	DOLLAR GEN- FLASH DRIVE	42.47			20 62000	410	10200
7	SY MAY22 05/23/22	DOLLAR GEN- FLASH DRIVE	14.16			20 62000	410	10200
8	SY MAY22 05/23/22	POWERWORKS- E8668 MIC KAA029	372.14			20 62000	351	10200
9	SY MAY22 05/23/22	USPS- POSTAGE	9.10			20 62000	315	10200
10	SY MAY22 05/23/22	DOLLAR GEN- DRINKING WATER	51.45			20 62000	305	10200
Total for Vendor:			4,181.49					
8008 19664S 327 VALLI INFORMATION SYSTEMS			92.10					
MONTHLY MAINTENANCE FOR APRIL								
1	82147 04/30/22	OTC/Online Monthly Maint APRIL	37.50			40 64000	334	10200
2	82147 04/30/22	OTC/Online Monthly Maint APRIL	37.50			50 65000	334	10200
3	82147 04/30/22	IVR SERVICE FEE APRIL	8.55			40 64000	374	10200
4	82147 04/30/22	IVR SERVICE FEE APRIL	8.55			50 65000	374	10200
Total for Vendor:			92.10					
8029 19688S 511 VERIZON			324.83					
TABLETS: UTILITIES x4								
CELL PHONE: TMP, MS, TP, KD, DP								
05/09/22 - 06/08/22								
1	9905989736 05/08/22	TABLETS UTILITY MAY X4	20.04			40 64000	310	10200
2	9905989736 05/08/22	TABLETS UTILITY MAY X4	20.04			50 65000	310	10200

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3	9905989736	05/08/22 UTILITIES CELL PHONES	4.08			30 63000	465	10200
4	9905989736	05/08/22 UTILITIES CELL PHONES	97.86			40 64000	465	10200
5	9905989736	05/08/22 UTILITIES CELL PHONES	97.86*			50 65000	465	10200
6	9905989736	05/08/22 UTILITIES CELL PHONES	4.08			60 66000	465	10200
7	9905989736	05/08/22 T PARENT CELL PHONE	10.45*			20 62000	465	10200
8	9905989736	05/08/22 T PARENT CELL PHONE	1.02			30 63000	465	10200
9	9905989736	05/08/22 T PARENT CELL PHONE	19.27			40 64000	465	10200
10	9905989736	05/08/22 T PARENT CELL PHONE	19.11*			50 65000	465	10200
11	9905989736	05/08/22 T PARENT CELL PHONE	1.02			60 66000	465	10200
12	9905989736	05/08/22 4GB DATA PLAN	0.60			30 63000	465	10200
13	9905989736	05/08/22 4GB DATA PLAN	14.40			40 64000	465	10200
14	9905989736	05/08/22 4GB DATA PLAN	14.40*			50 65000	465	10200
15	9905989736	05/08/22 4GB DATA PLAN	0.60			60 66000	465	10200
8036 19688S 511 VERIZON			50.04					
TABLETS: FIRE x2								
05/09/22 ~ 06/08/22								
1	9905989737	05/08/22 RR DATA PLAN	25.02*			20 62000	465	10200
2	9905989737	05/08/22 SY DATA PLAN	25.02*			20 62000	465	10200
Total for Vendor:			374.87					
7979 19665S 717 WATER SYSTEMS CONSULTING, INC								
2022-04								
1	6558	12/31/21 CLOACINA COORD, DESIGN, FINACN	5,060.00			40 64000	587	10200
8001 19665S 717 WATER SYSTEMS CONSULTING, INC								
2022-04								
1	6653	03/31/22 CLOACINA COORD/SUBMITTAL REV	5,103.75			40 64000	587	10200
2	6653	03/31/22 WRRF DESIGN/COORDINATION	4,485.00			40 64000	587	10200
3	6653	03/31/22 SRF GRANT COORDINATION	1,165.00			40 64000	587	10200
4	6653	03/31/22 TRACT 3131 PLAN CHECK	993.75			40 64000	326	10200
5	6653	03/31/22 TRACT 3131 PLAN CHECK	993.75			50 65000	326	10200
6	6653	03/31/22 INDIAN VALLEY RD TRACT	1,015.00			50 65000	326	10200
7	6653	03/31/22 COLLECTION SYST REHAB GRANT	1,671.25			40 64000	326	10200
Total for Vendor:			20,487.50					

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7991	19666S	317 WESTERN JANITOR SUPPLY INC	152.69					
4	194422	05/05/22 CLEANING GOODS	31.31			20 62000	305	10200
5	194422	05/05/22 CLEANING GOODS	3.05			30 63000	305	10200
6	194422	05/05/22 CLEANING GOODS	58.02			40 64000	305	10200
7	194422	05/05/22 CLEANING GOODS	57.26			50 65000	305	10200
8	194422	05/05/22 CLEANING GOODS	3.05			60 66000	305	10200
Total for Vendor:			152.69					
8003	-99349E	612 WEX BANK	1,309.97					
FUEL BILL CLOSING DATE: 05/07/22								
1	80792397	05/07/22 Fuel 8600 APRIL	255.72*			20 62000	485	10200
2	80792397	05/07/22 Fuel 8601 APRIL	171.76*			20 62000	485	10200
3	80792397	05/07/22 Fuel 8630 APRIL	234.59*			20 62000	485	10200
4	80792397	05/07/22 FUEL OES	0.00			20 62000	307	10200
5	80792397	05/07/22 Fuel U8632 APRIL	182.64			40 64000	485	10200
8	80792397	05/07/22 Fuel U8632 APRIL	182.64			50 65000	485	10200
9	80792397	05/07/22 Fuel U8634 APRIL	0.00			40 64000	485	10200
10	80792397	05/07/22 Fuel U8634 APRIL	0.00			50 65000	485	10200
11	80792397	05/07/22 Fuel U8636 APRIL	145.71			50 65000	485	10200
12	80792397	05/07/22 Fuel U8636 APRIL	145.70			40 64000	485	10200
13	80792397	05/07/22 REBATE ADJUSTMENT	-4.41*			20 62000	485	10200
14	80792397	05/07/22 REBATE ADJUSTMENT	-2.19			40 64000	485	10200
15	80792397	05/07/22 REBATE ADJUSTMENT	-2.19			50 65000	485	10200
Total for Vendor:			1,309.97					
# of Claims			85	Total:	72,493.97			
Total Electronic Claims					3,198.22			
Total Non-Electronic Claims					69295.75			

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 5/22

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Report ID: AP110

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$13,864.16
10250 Pac Premier - Payroll	\$102.72
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$1,904.26
10250 Pac Premier - Payroll	\$79.36
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$35,372.35
10250 Pac Premier - Payroll	\$814.65
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$18,848.47
10250 Pac Premier - Payroll	\$812.15
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$616.48
10250 Pac Premier - Payroll	\$79.37
Total:	\$72,493.97

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	3,360.00	3,360.00	0.00	-3,360.00	** %
40310	Fireworks Refundable C/Up Bond	500.00	500.00	0.00	-500.00	** %
40370	Johnson Restitution - Unrealized Earnings	0.00	6,027.04	0.00	-6,027.04	** %
40410	Mutual Aid Fires ~ OES	-1,231.76	71,195.26	0.00	-71,195.26	** %
40420	Ambulance Reimbursement	0.00	3,832.53	4,400.00	567.47	87 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
40505	CFF California Fire Foundation	0.00	0.00	15,000.00	15,000.00	0 %
	Account Group Total:	2,628.24	84,914.83	39,400.00	-45,514.83	216 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	106,613.88	395,965.31	425,798.00	29,832.69	93 %
	Account Group Total:	106,613.88	395,965.31	425,798.00	29,832.69	93 %
46000	Revenues & Interest					
46000	Revenues & Interest	36.01	243.76	0.00	-243.76	** %
46009	Grants - Other	0.00	138.00	0.00	-138.00	** %
46150	Miscellaneous Income	0.00	9.88	9,750.00	9,740.12	0 %
46151	Refund/Adjustments	0.00	249.21	0.00	-249.21	** %
46153	Plan Check Fees and Inspections	0.00	1,936.45	5,500.00	3,563.55	35 %
	Account Group Total:	36.01	2,577.30	15,250.00	12,672.70	17 %
	Fund Total:	109,278.13	483,457.44	480,448.00	-3,009.44	101 %
30 STREET LIGHTING DEPARTMENT						
40000						
40370	Johnson Restitution - Unrealized Earnings	0.00	-717.28	-717.28	0.00	100 %
	Account Group Total:	0.00	-717.28	-717.28	0.00	100 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	33,152.20	116,493.12	135,740.00	19,246.88	86 %
	Account Group Total:	33,152.20	116,493.12	135,740.00	19,246.88	86 %
46000	Revenues & Interest					
46000	Revenues & Interest	167.51	4,107.43	2,134.19	-1,973.24	192 %
46009	Grants - Other	0.00	12.00	12.00	0.00	100 %
46100	Realized Earnings	-306.95	-9,372.15	0.00	9,372.15	** %
46150	Miscellaneous Income	0.00	0.42	0.42	0.00	100 %
46151	Refund/Adjustments	0.00	16.33	11.48	-4.85	142 %
46155	Will Serve Processing Fees	0.00	200.00	50.00	-150.00	400 %
	Account Group Total:	-139.44	-5,035.97	2,208.09	7,244.06	*** %
	Fund Total:	33,012.76	110,739.87	137,230.81	26,490.94	81 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
40000						
40370	Johnson Restitution - Unrealized Earnings	0.00	8,068.59	8,068.59	0.00	100 %
40850	Wastewater Hook-up Fees	0.00	13,033.00	13,033.00	0.00	100 %
40900	Wastewater Sales	94,491.58	1,041,477.55	1,001,618.00	-39,859.55	104 %
40901	Riverzone Surcharge	1,506.27	7,582.41	0.00	-7,582.41	** %
40910	Wastewater Late Charges	1,239.64	8,831.99	3,150.81	-5,681.18	280 %
	Account Group Total:	97,237.49	1,078,993.54	1,025,870.40	-53,123.14	105 %
43000 Property Taxes Collected						
43000	Property Taxes Collected	26,304.90	165,606.64	96,841.52	-68,765.12	171 %
	Account Group Total:	26,304.90	165,606.64	96,841.52	-68,765.12	171 %
46000 Revenues & Interest						
46000	Revenues & Interest	86.27	629.53	513.34	-116.19	123 %
46008	DWR Grants	0.00	46,989.00	180,000.00	133,011.00	26 %
46009	Grants - Other	0.00	210.00	0.00	-210.00	** %
46150	Miscellaneous Income	1,440.00	12,682.79	5,322.26	-7,360.53	238 %
46151	Refund/Adjustments	0.00	260.49	168.36	-92.13	155 %
46155	Will Serve Processing Fees	0.00	1,200.00	550.00	-650.00	218 %
	Account Group Total:	1,526.27	61,971.81	186,553.96	124,582.15	33 %
	Fund Total:	125,068.66	1,306,571.99	1,309,265.88	2,693.89	100 %
50 WATER DEPARTMENT						
40000						
40370	Johnson Restitution - Unrealized Earnings	0.00	7,886.31	7,886.31	0.00	100 %
	Account Group Total:	0.00	7,886.31	7,886.31	0.00	100 %
41000 Water Sales						
41000	Water Sales	76,091.33	872,072.80	920,172.00	48,099.20	95 %
41001	Water Connection Fees	0.00	13,255.00	13,255.00	0.00	100 %
41003	Water Surcharge	46.00	46.00	0.00	-46.00	** %
41005	Water Late Charges	1,220.30	8,648.59	1,368.03	-7,280.56	632 %
41010	Water Meter Fees	0.00	450.00	450.00	0.00	100 %
	Account Group Total:	77,357.63	894,472.39	935,245.03	40,772.64	96 %
46000 Revenues & Interest						
46000	Revenues & Interest	20.17	199.32	346.37	147.05	58 %
46007	State/Federal Grants	0.00	4,290.17	4,290.17	0.00	100 %
46009	Grants - Other	0.00	228.00	0.00	-228.00	** %
46115	CALOES Resiliency Grant	0.00	0.00	230,000.00	230,000.00	0 %
46150	Miscellaneous Income	0.00	2,374.68	1,460.56	-914.12	163 %
46151	Refund/Adjustments	0.00	255.92	165.01	-90.91	155 %
46155	Will Serve Processing Fees	0.00	500.00	3,000.00	2,500.00	17 %
	Account Group Total:	20.17	7,848.09	239,262.11	231,414.02	3 %
	Fund Total:	77,377.80	910,206.79	1,182,393.45	272,186.66	77 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
60 SOLID WASTE DEPARTMENT						
40000						
40370	Johnson Restitution - Unrealized Earnings	0.00	729.11	729.11	0.00	100 %
	Account Group Total:	0.00	729.11	729.11	0.00	100 %
46000	Revenues & Interest					
46000	Revenues & Interest	3.48	47.41	32.69	-14.72	145 %
46005	Franchise Fees	3,223.59	34,755.81	36,900.00	2,144.19	94 %
46009	Grants - Other	0.00	12.00	0.00	-12.00	** %
46150	Miscellaneous Income	141.75	290.67	0.42	-290.25	*** %
46151	Refund/Adjustments	0.00	12.09	7.24	-4.85	167 %
46155	Will Serve Processing Fees	0.00	50.00	50.00	0.00	100 %
	Account Group Total:	3,368.82	35,167.98	36,990.35	1,822.37	95 %
	Fund Total:	3,368.82	35,897.09	37,719.46	1,822.37	95 %
	Grand Total:	348,106.17	2,846,873.18	3,147,057.60	300,184.42	90 %

Fund	Received			Revenue To Be Received	% Received
	Current Month	Received YTD	Estimated Revenue		
20 FIRE PROTECTION DEPARTMENT	109,278.13	483,457.44	480,448.00	-3,009.44	101 %
30 STREET LIGHTING DEPARTMENT	33,012.76	110,739.87	137,230.81	26,490.94	81 %
40 WASTEWATER DEPARTMENT	125,068.66	1,306,571.99	1,309,265.88	2,693.89	100 %
50 WATER DEPARTMENT	77,377.80	910,206.79	1,182,393.45	272,186.66	77 %
60 SOLID WASTE DEPARTMENT	3,368.82	35,897.09	37,719.46	1,822.37	95 %
Grand Total:	348,106.17	2,846,873.18	3,147,057.60	300,184.42	90 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Statement of Expenditure - Budget vs. Actual Report
 For the Accounting Period: 5 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	12,096.10	134,543.07	160,000.00	170,000.00	35,456.93	79 %
	111 BOD Stipend	198.00	1,848.00	1,380.00	1,380.00	-468.00	134 %
	115 Payroll Expenses	0.00	2,827.02	2,000.00	2,000.00	-827.02	141 %
	120 Workers' Compensation	0.00	8,938.52	8,000.00	8,000.00	-938.52	112 %
	121 Physicals	0.00	885.00	1,000.00	1,000.00	115.00	89 %
	125 Volunteer Firefighter Stipends	8,045.20	36,852.05	45,000.00	45,000.00	8,147.95	82 %
	135 Payroll Tax - FICA/SS	483.36	2,713.83	3,100.00	3,100.00	386.17	88 %
	140 Payroll Tax - Medicare	295.37	2,304.34	2,800.00	2,800.00	495.66	82 %
	155 Payroll Tax - SUI	188.17	2,121.26	3,918.00	3,918.00	1,796.74	54 %
	160 Payroll Tax - ETT	4.03	8.68	0.00	0.00	-8.68	*** %
	205 Insurance - Health	559.51	8,360.79	4,000.00	4,000.00	-4,360.79	209 %
	210 Insurance - Dental	53.74	690.27	686.00	686.00	-4.27	101 %
	215 Insurance - Vision	8.62	113.76	250.00	250.00	136.24	46 %
	225 Retirement - PERS Expense	649.89	7,670.13	5,500.00	5,500.00	-2,170.13	139 %
	305 Operations & Maintenance	133.57	1,594.02	6,000.00	6,000.00	4,405.98	27 %
	310 Phone & Fax Expense	58.77	2,849.67	475.00	475.00	-2,374.67	600 %
	315 Postage, Shipping & Freight	46.45	171.37	300.00	300.00	128.63	57 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	272.64	0.00	0.00	-272.64	*** %
	320 Printing & Reproduction	0.00	142.47	600.00	600.00	457.53	24 %
	321 IT Services - Professional Svcs	655.60	4,073.87	0.00	3,000.00	-1,073.87	136 %
	323 Auditor - Professional Svcs	0.00	2,341.10	4,100.00	4,100.00	1,758.90	57 %
	325 Accounting - Professional Svcs	0.00	1,736.94	2,000.00	2,000.00	263.06	87 %
	326 Engineering - Professional Svcs	0.00	617.50	4,000.00	4,000.00	3,382.50	15 %
	327 Legal: General - Professional Svcs	0.00	11,380.65	11,000.00	11,000.00	-380.65	103 %
	328 Insurance - Prop & Liability	0.00	13,746.95	24,000.00	24,000.00	10,253.05	57 %
	330 Contract Labor	0.00	0.00	1,250.00	1,250.00	1,250.00	0 %
	333 Legal: HR - Professional Svcs	0.00	6,536.06	0.00	0.00	-6,536.06	*** %
	334 Maintenance Agreements	0.00	2,474.96	10,000.00	10,000.00	7,525.04	25 %
	335 Meals	0.00	36.67	600.00	600.00	563.33	6 %
	340 Meetings and Conferences	112.75	482.36	1,000.00	1,000.00	517.64	48 %
	345 Mileage Expense Reimbursement	0.00	86.05	500.00	500.00	413.95	17 %
	347 OES Vehicle Repair & Maint	-1,231.76	0.00	0.00	0.00	0.00	0 %
	348 Safety Equipment and Supplies	0.00	225.58	2,000.00	2,000.00	1,774.42	11 %
	350 Repairs & Maint - Computers	0.00	236.08	4,500.00	4,500.00	4,263.92	5 %
	351 Repairs & Maint - Equip	3,281.61	5,198.13	7,500.00	7,500.00	2,301.87	69 %
	352 Repairs & Maint - Structures	57.01	4,262.26	6,000.00	6,000.00	1,737.74	71 %
	354 Repairs & Maint - Vehicles	2,773.06	6,754.08	13,000.00	13,000.00	6,245.92	52 %
	355 Testing & Supplies (WWTP)	0.00	69.53	0.00	0.00	-69.53	*** %
	370 Dispatch Services (Fire)	0.00	10,874.00	10,000.00	10,000.00	-874.00	109 %
	375 Internet Expenses	0.00	611.90	1,134.00	1,134.00	522.10	54 %
	376 Web Page - Upgrade/Maint	0.00	492.00	552.00	552.00	60.00	89 %
	380 Utilities - Alarm Service	0.00	0.00	120.00	120.00	120.00	0 %
	381 Utilities - Electric	34.66	3,384.92	4,500.00	4,500.00	1,115.08	75 %
	382 Utilities - Propane	0.00	299.50	500.00	500.00	200.50	60 %
	384 Utilities - Water/Sewer	2.00	2.00	0.00	0.00	-2.00	*** %
	385 Dues and Subscriptions	3.07	8,513.91	10,000.00	10,000.00	1,486.09	85 %
	386 Education and Training	0.00	8,708.07	4,000.00	6,000.00	-2,708.07	145 %
	393 Advertising and Public Notices	12.26	132.26	500.00	500.00	367.74	26 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
394	LAFCO Allocations	0.00	1,210.52	2,250.00	2,250.00	1,039.48	54 %
395	Community Outreach	0.00	283.68	1,500.00	1,500.00	1,216.32	19 %
405	Software	0.00	2,127.04	4,000.00	4,000.00	1,872.96	53 %
410	Office Supplies	79.47	575.18	2,000.00	2,000.00	1,424.82	29 %
450	EMS Supplies	0.00	1,887.67	7,500.00	7,500.00	5,612.33	25 %
455	Fire Safety Gear & Equipment	0.00	1,985.04	3,500.00	3,500.00	1,514.96	57 %
456	VFF Assistance Grant	0.00	1,740.54	40,000.00	20,000.00	18,259.46	9 %
457	CFF Grant - California Fire Grant	0.00	7,332.30	15,000.00	15,000.00	7,667.70	49 %
460	8668 - Build Out	314.03	-1,154.14	0.00	0.00	1,154.14	*** %
465	Cell phones, Radios and Pagers	149.15	1,207.77	1,200.00	1,200.00	-7.77	101 %
470	Communication Equipment	0.00	6,082.44	5,000.00	5,000.00	-1,082.44	122 %
475	Computer Supplies & Upgrades	261.42	901.92	4,000.00	5,772.82	4,870.90	16 %
485	Fuel Expense	657.66	7,871.45	5,000.00	5,000.00	-2,871.45	157 %
490	Small Tools & Equipment	0.00	1,104.48	2,500.00	2,500.00	1,395.52	44 %
495	Uniform Expense	0.00	4,257.20	3,000.00	4,000.00	-257.20	106 %
500	Capital Outlay	0.00	-5,917.31	0.00	0.00	5,917.31	*** %
503	Weed Abatement Costs	0.00	255.43	5,000.00	5,000.00	4,744.57	5 %
505	Fire Training Grounds	0.00	1,402.07	2,500.00	2,500.00	1,097.93	56 %
510	Fire Station Addition	0.00	130.00	5,000.00	5,000.00	4,870.00	3 %
511	Fire- Temp Housing Unit	5,231.62	8,145.21	0.00	0.00	-8,145.21	*** %
710	County Hazmat Dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
715	Licenses, Permits and Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
900	District Strategic Plan	0.00	6,124.61	0.00	4,000.00	-2,124.61	153 %
940	Bank Service Charges	0.00	7.18	0.00	0.00	-7.18	*** %
960	Property Tax Expense	0.00	210.64	220.00	220.00	9.36	96 %
	Account Total:	35,214.39	357,955.14	479,935.00	481,707.82	123,752.68	74 %
	Account Group Total:	35,214.39	357,955.14	479,935.00	481,707.82	123,752.68	74 %
	Fund Total:	35,214.39	357,955.14	479,935.00	481,707.82	123,752.68	74 %

30 STREET LIGHTING DEPARTMENT

63000 Lighting

63000 Lighting

105	Salaries and Wages	999.75	11,223.90	15,500.00	15,500.00	4,276.10	72 %
111	BOD Stipend	18.00	168.00	240.00	240.00	72.00	70 %
115	Payroll Expenses	0.00	86.96	250.00	250.00	163.04	35 %
120	Workers' Compensation	0.00	370.32	500.00	370.32	0.00	100 %
121	Physicals	0.00	1.60	0.00	0.00	-1.60	*** %
135	Payroll Tax - FICA/SS	2.80	43.23	300.00	300.00	256.77	14 %
140	Payroll Tax - Medicare	15.02	166.92	300.00	300.00	133.08	56 %
155	Payroll Tax - SUI	2.13	78.45	150.00	150.00	71.55	52 %
160	Payroll Tax - ETT	0.03	0.03	0.00	0.00	-0.03	*** %
205	Insurance - Health	116.05	2,146.28	2,000.00	2,736.00	589.72	78 %
210	Insurance - Dental	5.82	76.21	200.00	200.00	123.79	38 %
215	Insurance - Vision	0.98	12.98	100.00	100.00	87.02	13 %
225	Retirement - PERS Expense	101.87	1,242.93	2,500.00	2,500.00	1,257.07	50 %
305	Operations & Maintenance	3.05	461.79	2,000.00	2,000.00	1,538.21	23 %
310	Phone & Fax Expense	5.73	179.24	50.00	250.00	70.76	72 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	315 Postage, Shipping & Freight	3.51	15.07	100.00	100.00	84.93	15 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	25.04	0.00	50.00	24.96	50 %
	320 Printing & Reproduction	0.00	16.34	500.00	500.00	483.66	3 %
	321 IT Services - Professional Svcs	74.96	345.61	0.00	500.00	154.39	69 %
	323 Auditor - Professional Svcs	0.00	228.40	400.00	400.00	171.60	57 %
	325 Accounting - Professional Svcs	0.00	167.75	240.00	400.00	232.25	42 %
	326 Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	327 Legal: General - Professional Svcs	0.00	1,060.15	1,800.00	1,800.00	739.85	59 %
	328 Insurance - Prop & Liability	0.00	925.06	1,125.00	925.06	0.00	100 %
	330 Contract Labor	0.00	0.00	10,000.00	5,000.00	5,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	0.00	500.00	500.00	500.00	0 %
	333 Legal: HR - Professional Svcs	0.00	212.41	0.00	400.00	187.59	53 %
	334 Maintenance Agreements	0.00	223.37	700.00	700.00	476.63	32 %
	335 Meals	0.00	0.00	150.00	150.00	150.00	0 %
	340 Meetings and Conferences	11.00	49.06	350.00	350.00	300.94	14 %
	345 Mileage Expense Reimbursement	0.00	11.35	150.00	150.00	138.65	8 %
	348 Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	350 Repairs & Maint - Computers	0.00	5.34	150.00	150.00	144.66	4 %
	351 Repairs & Maint - Equip	0.00	97.42	10,000.00	10,000.00	9,902.58	1 %
	352 Repairs & Maint - Structures	0.60	0.60	500.00	500.00	499.40	0 %
	353 Repairs & Maint - Infrastructure	103.14	4,912.71	10,000.00	12,500.00	7,587.29	39 %
	354 Repairs & Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
	376 Web Page - Upgrade/Maint	0.00	48.00	100.00	48.00	0.00	100 %
	380 Utilities - Alarm Service	0.00	0.00	200.00	200.00	200.00	0 %
	381 Utilities - Electric	1,195.31	13,391.01	20,000.00	20,000.00	6,608.99	67 %
	382 Utilities - Propane	0.00	29.22	50.00	50.00	20.78	58 %
	383 Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
	384 Utilities - Water/Sewer	468.03	8,229.54	15,000.00	15,000.00	6,770.46	55 %
	385 Dues and Subscriptions	0.30	223.87	200.00	300.00	76.13	75 %
	386 Education and Training	0.00	216.56	4,000.00	2,000.00	1,783.44	11 %
	393 Advertising and Public Notices	1.20	12.91	1,000.00	1,000.00	987.09	1 %
	394 LAFCO Allocations	0.00	1,210.52	1,600.00	1,210.52	0.00	100 %
	395 Community Outreach	0.00	12.44	0.00	50.00	37.56	25 %
	410 Office Supplies	2.22	49.38	500.00	500.00	450.62	10 %
	465 Cell phones, Radios and Pagers	5.70	76.13	200.00	200.00	123.87	38 %
	475 Computer Supplies & Upgrades	25.51	192.33	1,000.00	1,770.00	1,577.67	11 %
	485 Fuel Expense	0.00	3.00	200.00	200.00	197.00	2 %
	490 Small Tools & Equipment	0.00	1,551.24	5,000.00	5,000.00	3,448.76	31 %
	495 Uniform Expense	4.00	95.55	200.00	200.00	104.45	48 %
	581 WWTP Expansion	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	582 WWTP Plant Maintenance	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	715 Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
	900 District Strategic Plan	0.00	597.52	0.00	700.00	102.48	85 %
	940 Bank Service Charges	0.00	0.70	0.00	15.00	14.30	5 %
	Account Total:	3,166.71	50,494.44	132,505.00	130,914.90	80,420.46	39 %
	Account Group Total:	3,166.71	50,494.44	132,505.00	130,914.90	80,420.46	39 %
	Fund Total:	3,166.71	50,494.44	132,505.00	130,914.90	80,420.46	39 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	13,950.91	176,765.20	289,546.00	289,546.00	112,780.80	61 %
	109 Stand-by Hours	0.00	3,014.50	7,500.00	7,500.00	4,485.50	40 %
	111 BOD Stipend	324.00	3,024.00	4,600.00	4,600.00	1,576.00	66 %
	115 Payroll Expenses	0.00	1,655.35	3,400.00	3,400.00	1,744.65	49 %
	120 Workers' Compensation	0.00	8,455.52	10,000.00	8,455.52	0.00	100 %
	121 Physicals	0.00	87.80	150.00	150.00	62.20	59 %
	135 Payroll Tax - FICA/SS	60.50	752.19	4,000.00	4,000.00	3,247.81	19 %
	140 Payroll Tax - Medicare	206.35	2,609.28	4,000.00	4,000.00	1,390.72	65 %
	155 Payroll Tax - SUI	45.85	1,347.49	2,200.00	2,200.00	852.51	61 %
	160 Payroll Tax - ETT	0.97	1.25	0.00	0.00	-1.25	*** %
	205 Insurance - Health	1,681.09	32,785.02	35,000.00	43,500.00	10,714.98	75 %
	206 Insurance - CalPers Health Retiree	0.00	754.20	2,000.00	2,000.00	1,245.80	38 %
	210 Insurance - Dental	112.12	1,338.33	2,100.00	2,100.00	761.67	64 %
	215 Insurance - Vision	15.65	218.64	350.00	350.00	131.36	62 %
	225 Retirement - PERS Expense	1,155.27	15,655.84	22,000.00	22,000.00	6,344.16	71 %
	305 Operations & Maintenance	91.88	3,705.07	8,000.00	8,000.00	4,294.93	46 %
	310 Phone & Fax Expense	171.31	2,989.64	1,100.00	5,600.00	2,610.36	53 %
	315 Postage, Shipping & Freight	66.71	512.06	3,500.00	1,000.00	487.94	51 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	454.38	0.00	900.00	445.62	50 %
	320 Printing & Reproduction	0.00	144.17	2,500.00	1,000.00	855.83	14 %
	321 IT Services - Professional Svcs	1,314.22	6,870.43	0.00	5,016.00	-1,854.43	137 %
	323 Auditor - Professional Svcs	0.00	4,339.60	7,600.00	7,600.00	3,260.40	57 %
	325 Accounting - Professional Svcs	0.00	3,166.25	4,600.00	5,100.00	1,933.75	62 %
	326 Engineering - Professional Svcs	2,665.00	2,882.50	18,000.00	18,000.00	15,117.50	16 %
	327 Legal: General - Professional Svcs	0.00	23,701.48	30,400.00	30,400.00	6,698.52	78 %
	328 Insurance - Prop & Liability	0.00	12,841.72	15,000.00	12,841.72	0.00	100 %
	329 New Hire Screening	0.00	22.50	100.00	100.00	77.50	23 %
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	0.00	4,800.00	2,000.00	2,000.00	0 %
	333 Legal: HR - Professional Svcs	0.00	2,287.45	0.00	3,000.00	712.55	76 %
	334 Maintenance Agreements	37.50	4,819.00	10,500.00	10,500.00	5,681.00	46 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	209.00	932.10	1,000.00	1,000.00	67.90	93 %
	345 Mileage Expense Reimbursement	0.00	191.70	1,000.00	1,000.00	808.30	19 %
	348 Safety Equipment and Supplies	0.48	335.76	2,000.00	2,000.00	1,664.24	17 %
	349 Repairs & Maint - Mission Gardens	0.00	4,034.68	10,000.00	10,000.00	5,965.32	40 %
	350 Repairs & Maint - Computers	0.00	97.46	1,600.00	1,600.00	1,502.54	6 %
	351 Repairs & Maint - Equip	128.10	4,929.80	10,000.00	8,500.00	3,570.20	58 %
	352 Repairs & Maint - Structures	11.41	297.86	1,500.00	1,500.00	1,202.14	20 %
	353 Repairs & Maint - Infrastructure	0.00	20,542.25	10,000.00	10,000.00	-10,542.25	205 %
	354 Repairs & Maint - Vehicles	248.90	2,264.96	3,000.00	3,500.00	1,235.04	65 %
	355 Testing & Supplies (WWTP)	1,250.00	6,991.00	12,000.00	12,000.00	5,009.00	58 %
	374 CSD Utilities - Billing Services	8.55	3,028.68	0.00	3,500.00	471.32	87 %
	375 Internet Expenses	64.99	1,652.74	2,500.00	2,500.00	847.26	66 %
	376 Web Page - Upgrade/Maint	0.00	912.00	1,000.00	912.00	0.00	100 %
	379 Utilities - Electric Mission Gardens	124.27	1,344.21	2,000.00	2,000.00	655.79	67 %
	380 Utilities - Alarm Service	57.58	685.10	650.00	800.00	114.90	86 %
	381 Utilities - Electric	5,426.93	69,086.81	80,000.00	80,000.00	10,913.19	86 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Statement of Expenditure - Budget vs. Actual Report
 For the Accounting Period: 5 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
	382 Utilities - Propane	0.00	555.12	1,000.00	1,000.00	444.88	56 %
	383 Utilities - Trash	51.99	574.01	800.00	800.00	225.99	72 %
	384 Utilities - Water/Sewer	179.52	1,031.25	1,000.00	1,000.00	-31.25	103 %
	385 Dues and Subscriptions	264.62	4,985.30	4,000.00	4,500.00	-485.30	111 %
	386 Education and Training	0.00	622.10	1,000.00	2,500.00	1,877.90	25 %
	393 Advertising and Public Notices	47.71	301.65	2,000.00	1,000.00	698.35	30 %
	394 LAFCO Allocations	0.00	1,210.52	1,600.00	1,210.54	0.02	100 %
	395 Community Outreach	0.00	142.86	1,200.00	1,200.00	1,057.14	12 %
	396 Utilities - SoCal Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	410 Office Supplies	62.64	1,255.58	2,000.00	2,000.00	744.42	63 %
	459 SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	465 Cell phones, Radios and Pagers	131.53	1,365.26	1,600.00	1,600.00	234.74	85 %
	475 Computer Supplies & Upgrades	817.75	2,846.66	2,000.00	10,535.00	7,688.34	27 %
	485 Fuel Expense	326.15	5,263.44	5,000.00	6,000.00	736.56	88 %
	490 Small Tools & Equipment	-87.94	6,386.40	5,739.00	5,739.00	-647.40	111 %
	495 Uniform Expense	163.02	2,590.90	2,000.00	2,000.00	-590.90	130 %
	500 Capital Outlay	0.00	16,971.60	0.00	16,971.60	0.00	100 %
	560 Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	570 Repairs, Maint. & Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	580 MISSION GARDENS LIFT STATION PROJECTS	1,950.00	7,425.49	0.00	27,722.34	20,296.85	27 %
	581 WWTP Expansion	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	582 WWTP Plant Maintenance	3,559.63	17,077.33	32,000.00	32,000.00	14,922.67	53 %
	583 WWTP Drying Pond Maintenance	0.00	14,821.30	20,000.00	20,000.00	5,178.70	74 %
	587 WWTF Final Design/Construction	15,813.75	88,639.08	128,589.00	128,589.00	39,949.92	69 %
	705 Waste Discharge Fees/Permits	0.00	45,184.00	25,000.00	77,109.00	31,925.00	59 %
	715 Licenses, Permits and Fees	91.00	6,106.30	2,000.00	4,000.00	-2,106.30	153 %
	805 Refundable Water/Sewer/Hydrant	0.00	1.80	0.00	25.00	23.20	7 %
	900 District Strategic Plan	0.00	11,352.94	0.00	13,300.00	1,947.06	85 %
	940 Bank Service Charges	0.00	13.30	0.00	25.00	11.70	53 %
	950 WWTF Exp MBR	0.00	128,468.83	0.00	248,093.76	119,624.93	52 %
	951 WWTF Exp Headworks Equipment	0.00	0.00	0.00	250,231.00	250,231.00	0 %
	960 Property Tax Expense	0.00	127.84	250.00	127.84	0.00	100 %
	970 WWTF Long Term Maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	971 Loan Principal Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
	972 Loan Interest Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
	Account Total:	52,800.91	799,848.83	1,248,574.00	1,883,550.32	1,083,701.49	42 %
	Account Group Total:	52,800.91	799,848.83	1,248,574.00	1,883,550.32	1,083,701.49	42 %
	Fund Total:	52,800.91	799,848.83	1,248,574.00	1,883,550.32	1,083,701.49	42 %
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	21,793.11	230,379.42	263,120.00	263,120.00	32,740.58	88 %
	109 Stand-by Hours	0.00	3,014.50	7,500.00	7,500.00	4,485.50	40 %
	111 BOD Stipend	342.00	3,192.00	4,600.00	4,600.00	1,408.00	69 %
	115 Payroll Expenses	0.00	1,633.85	3,400.00	3,400.00	1,766.15	48 %
	120 Workers' Compensation	0.00	8,503.67	10,000.00	8,503.67	0.00	100 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Statement of Expenditure - Budget vs. Actual Report
 For the Accounting Period: 5 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
121	Physicals	0.00	139.00	150.00	150.00	11.00	93 %
135	Payroll Tax - FICA/SS	61.63	929.36	4,000.00	4,000.00	3,070.64	23 %
140	Payroll Tax - Medicare	319.36	3,423.45	4,000.00	4,000.00	576.55	86 %
155	Payroll Tax - SUI	46.71	1,632.09	2,200.00	2,200.00	567.91	74 %
160	Payroll Tax - ETT	1.01	1.33	0.00	0.00	-1.33	*** %
205	Insurance - Health	2,145.75	41,448.82	40,000.00	48,500.00	7,051.18	85 %
206	Insurance - CalPers Health Retiree	0.00	754.20	2,000.00	2,000.00	1,245.80	38 %
210	Insurance - Dental	135.68	1,702.19	2,100.00	2,100.00	397.81	81 %
215	Insurance - Vision	19.45	282.36	350.00	350.00	67.64	81 %
225	Retirement - PERS Expense	1,907.45	23,033.25	33,000.00	33,000.00	9,966.75	70 %
305	Operations & Maintenance	339.05	4,065.85	8,000.00	8,000.00	3,934.15	51 %
310	Phone & Fax Expense	169.87	2,965.09	1,100.00	5,600.00	2,634.91	53 %
315	Postage, Shipping & Freight	65.84	507.22	3,500.00	1,000.00	492.78	51 %
319	Legal: P.R.A.s - Professional Svcs	0.00	474.80	0.00	900.00	425.20	53 %
320	Printing & Reproduction	913.78	1,083.35	2,500.00	1,000.00	-83.35	108 %
321	IT Services - Professional Svcs	1,298.24	6,818.45	0.00	5,016.00	-1,802.45	136 %
323	Auditor - Professional Svcs	0.00	4,282.50	7,500.00	7,500.00	3,217.50	57 %
324	GSA-GSP - Professional Svcs	320.83	8,445.63	15,000.00	15,000.00	6,554.37	56 %
325	Accounting - Professional Svcs	0.00	3,148.81	4,600.00	5,100.00	1,951.19	62 %
326	Engineering - Professional Svcs	2,008.75	2,226.25	30,000.00	30,000.00	27,773.75	7 %
327	Legal: General - Professional Svcs	0.00	29,976.25	30,000.00	30,000.00	23.75	100 %
328	Insurance - Prop & Liability	0.00	21,031.55	20,000.00	22,000.00	968.45	96 %
329	New Hire Screening	0.00	22.50	100.00	100.00	77.50	23 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Legal: SMEA - Professional Svcs	0.00	0.00	4,800.00	2,000.00	2,000.00	0 %
332	Legal: Steinbeck & Water -	0.00	22,959.30	70,000.00	60,000.00	37,040.70	38 %
333	Legal: HR - Professional Svcs	0.00	2,396.09	0.00	3,000.00	603.91	80 %
334	Maintenance Agreements	37.50	6,263.37	9,600.00	9,600.00	3,336.63	65 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	206.25	919.83	1,000.00	1,000.00	80.17	92 %
345	Mileage Expense Reimbursement	0.00	282.62	1,000.00	1,000.00	717.38	28 %
348	Safety Equipment and Supplies	0.48	335.76	1,500.00	1,500.00	1,164.24	22 %
350	Repairs & Maint - Computers	0.00	100.79	1,600.00	1,600.00	1,499.21	6 %
351	Repairs & Maint - Equip	53.05	2,871.54	4,000.00	4,000.00	1,128.46	72 %
352	Repairs & Maint - Structures	11.26	109.01	2,000.00	2,000.00	1,890.99	5 %
353	Repairs & Maint - Infrastructure	2,034.19	19,022.24	50,000.00	50,000.00	30,977.76	38 %
354	Repairs & Maint - Vehicles	248.88	1,744.37	3,000.00	3,000.00	1,255.63	58 %
355	Testing & Supplies (WWTP)	162.00	162.00	0.00	0.00	-162.00	*** %
356	Testing & Supplies - Well #3 (Water)	0.00	1,969.69	3,500.00	3,500.00	1,530.31	56 %
357	Testing & Supplies - Well #4 (Water)	0.00	1,686.68	3,500.00	3,500.00	1,813.32	48 %
358	Testing & Supplies - SLT Well (Water)	478.00	4,965.82	6,000.00	6,000.00	1,034.18	83 %
359	Testing & Supplies - Other	450.00	3,592.00	6,000.00	6,000.00	2,408.00	60 %
362	Cross-Connection Control Svcs.	224.40	884.40	1,000.00	1,000.00	115.60	88 %
374	CSD Utilities - Billing Services	8.55	3,028.43	0.00	3,500.00	471.57	87 %
375	Internet Expenses	64.99	1,502.76	2,500.00	2,500.00	997.24	60 %
376	Web Page - Upgrade/Maint	0.00	900.00	1,000.00	900.00	0.00	100 %
380	Utilities - Alarm Service	57.58	685.10	650.00	800.00	114.90	86 %
381	Utilities - Electric	3,747.86	40,832.82	45,452.00	45,452.00	4,619.18	90 %
382	Utilities - Propane	0.00	547.81	750.00	750.00	202.19	73 %
383	Utilities - Trash	51.99	574.01	800.00	800.00	225.99	72 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	384 Utilities - Water/Sewer	71.44	297.22	500.00	500.00	202.78	59 %
	385 Dues and Subscriptions	5.62	4,289.80	4,000.00	4,500.00	210.20	95 %
	386 Education and Training	0.00	535.29	1,000.00	2,500.00	1,964.71	21 %
	393 Advertising and Public Notices	47.42	298.43	2,000.00	1,000.00	701.57	30 %
	394 LAFCO Allocations	0.00	1,210.52	1,600.00	1,210.52	0.00	100 %
	395 Community Outreach	0.00	519.14	1,200.00	1,200.00	680.86	43 %
	396 Utilities - SoCal Gas	0.00	0.00	1,000.00	3,000.00	3,000.00	0 %
	410 Office Supplies	62.09	1,008.03	2,000.00	2,000.00	991.97	50 %
	459 SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	465 Cell phones, Radios and Pagers	131.37	1,521.69	1,500.00	1,500.00	-21.69	101 %
	475 Computer Supplies & Upgrades	811.41	3,358.03	0.00	11,117.68	7,759.65	30 %
	481 Chemicals- Well #3	0.00	2,231.56	4,000.00	4,000.00	1,768.44	56 %
	482 Chemicals- Well #4	0.00	2,350.37	4,000.00	4,000.00	1,649.63	59 %
	483 Chemicals- SLT Well	0.00	1,038.67	2,000.00	2,000.00	961.33	52 %
	485 Fuel Expense	326.16	5,261.70	4,000.00	6,000.00	738.30	88 %
	490 Small Tools & Equipment	-87.94	3,641.51	6,000.00	6,000.00	2,358.49	61 %
	495 Uniform Expense	163.07	2,657.12	1,800.00	1,800.00	-857.12	148 %
	500 Capital Outlay	0.00	23,853.00	0.00	23,853.00	0.00	100 %
	517 Water Projects Well 4	0.00	12,114.04	0.00	12,114.04	0.00	100 %
	520 Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	525 Water Meter Replacement	4,299.89	26,595.00	20,000.00	20,000.00	-6,595.00	133 %
	526 Development Meters	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	535 Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	577 PROPOSITION 1 GRANT	0.00	0.00	0.00	10,000.00	10,000.00	0 %
	582 WWTP Plant Maintenance	0.00	554.48	10,000.00	8,000.00	7,445.52	7 %
	587 WWTF Final Design/Construction	0.00	10.44	0.00	500.00	489.56	2 %
	590 CALOES Resiliency Grant	0.00	155,913.13	230,000.00	230,000.00	74,086.87	68 %
	605 USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	715 Licenses, Permits and Fees	0.00	6,355.64	6,500.00	6,500.00	144.36	98 %
	805 Refundable Water/Sewer/Hydrant	0.00	1.80	0.00	25.00	23.20	7 %
	900 District Strategic Plan	0.00	11,203.56	0.00	13,300.00	2,096.44	84 %
	930 Interest Fees	0.00	25,385.82	60,000.00	60,000.00	34,614.18	42 %
	940 Bank Service Charges	0.00	15.42	0.00	25.00	9.58	62 %
	Account Total:	45,556.02	815,675.59	1,153,172.00	1,236,386.91	420,711.32	66 %
	Account Group Total:	45,556.02	815,675.59	1,153,172.00	1,236,386.91	420,711.32	66 %
	Fund Total:	45,556.02	815,675.59	1,153,172.00	1,236,386.91	420,711.32	66 %

60 SOLID WASTE DEPARTMENT

66000 SOLID WASTE

66000 SOLID WASTE

	105 Salaries and Wages	997.83	11,573.15	13,810.00	13,810.00	2,236.85	84 %
	111 BOD Stipend	18.00	168.00	240.00	240.00	72.00	70 %
	115 Payroll Expenses	0.00	87.04	250.00	250.00	162.96	35 %
	120 Workers' Compensation	0.00	370.32	500.00	370.32	0.00	100 %
	121 Physicals	0.00	1.60	0.00	0.00	-1.60	*** %
	135 Payroll Tax - FICA/SS	2.80	45.58	250.00	250.00	204.42	18 %
	140 Payroll Tax - Medicare	14.67	167.28	250.00	250.00	82.72	67 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
155	Payroll Tax - SUI	2.13	70.68	200.00	200.00	129.32	35 %
160	Payroll Tax - ETT	0.03	0.03	0.00	0.00	-0.03	*** %
205	Insurance - Health	113.78	2,140.79	2,000.00	2,736.00	595.21	78 %
210	Insurance - Dental	5.63	76.17	200.00	200.00	123.83	38 %
215	Insurance - Vision	0.90	12.12	200.00	200.00	187.88	6 %
225	Retirement - PERS Expense	101.71	1,266.74	2,000.00	2,000.00	733.26	63 %
305	Operations & Maintenance	3.05	454.71	2,000.00	2,000.00	1,545.29	23 %
310	Phone & Fax Expense	5.73	179.18	100.00	300.00	120.82	60 %
315	Postage, Shipping & Freight	3.51	26.60	100.00	100.00	73.40	27 %
319	Legal: P.R.A.s - Professional Svcs	0.00	25.04	0.00	150.00	124.96	17 %
320	Printing & Reproduction	0.00	28.98	500.00	250.00	221.02	12 %
321	IT Services - Professional Svcs	74.98	345.63	0.00	500.00	154.37	69 %
323	Auditor - Professional Svcs	0.00	470.80	400.00	700.00	229.20	67 %
325	Accounting - Professional Svcs	0.00	-74.65	250.00	250.00	324.65	-30 %
327	Legal: General - Professional Svcs	0.00	969.57	1,600.00	1,600.00	630.43	61 %
328	Insurance - Prop & Liability	0.00	744.32	1,000.00	694.32	-50.00	107 %
330	Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
331	Legal: SMEA - Professional Svcs	0.00	0.00	500.00	100.00	100.00	0 %
333	Legal: HR - Professional Svcs	0.00	126.60	0.00	400.00	273.40	32 %
334	Maintenance Agreements	0.00	209.43	400.00	400.00	190.57	52 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	11.00	49.05	200.00	200.00	150.95	25 %
345	Mileage Expense Reimbursement	0.00	11.64	100.00	100.00	88.36	12 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
350	Repairs & Maint - Computers	0.00	18.68	150.00	150.00	131.32	12 %
351	Repairs & Maint - Equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
352	Repairs & Maint - Structures	0.60	0.60	100.00	100.00	99.40	1 %
353	Repairs & Maint - Infrastructure	0.00	1,290.92	1,000.00	2,000.00	709.08	65 %
354	Repairs & Maint - Vehicles	0.00	0.00	200.00	200.00	200.00	0 %
375	Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
376	Web Page - Upgrade/Maint	0.00	48.00	0.00	48.00	0.00	100 %
382	Utilities - Propane	0.00	29.22	100.00	100.00	70.78	29 %
383	Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
384	Utilities - Water/Sewer	0.00	0.00	500.00	500.00	500.00	0 %
385	Dues and Subscriptions	0.30	202.35	150.00	350.00	147.65	58 %
386	Education and Training	0.00	261.73	500.00	500.00	238.27	52 %
393	Advertising and Public Notices	198.49	652.62	500.00	500.00	-152.62	131 %
394	LAFCO Allocations	0.00	1,210.52	1,600.00	1,210.52	0.00	100 %
395	Community Outreach	0.00	291.31	750.00	750.00	458.69	39 %
410	Office Supplies	2.22	50.66	150.00	150.00	99.34	34 %
465	Cell phones, Radios and Pagers	5.70	79.76	150.00	150.00	70.24	53 %
475	Computer Supplies & Upgrades	25.51	192.33	0.00	1,270.00	1,077.67	15 %
485	Fuel Expense	0.00	3.00	200.00	200.00	197.00	2 %
490	Small Tools & Equipment	281.39	353.56	500.00	500.00	146.44	71 %
495	Uniform Expense	4.00	95.50	200.00	200.00	104.50	48 %
650	SB1383 Compliance	0.00	0.00	0.00	10,000.00	10,000.00	0 %
900	District Strategic Plan	0.00	597.52	0.00	700.00	102.48	85 %
940	Bank Service Charges	0.00	0.70	0.00	15.00	14.30	5 %
Account Total:		1,873.96	24,925.38	36,900.00	50,944.16	26,018.78	49 %

06/15/22
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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 22

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Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	Account Group Total:	1,873.96	24,925.38	36,900.00	50,944.16	26,018.78	49 %
	Fund Total:	1,873.96	24,925.38	36,900.00	50,944.16	26,018.78	49 %
	Grand Total:	138,611.99	2,048,899.38	3,051,086.00	3,783,504.11	1,734,604.73	54 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Cash Report
 For the Accounting Period: 5/22

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	232,727.25	3,860.00	4.41	0.00	40,388.38	196,203.28
10250 Pac Premier - Payroll	-119.38	65.83	26,519.81	0.00	22,684.71	3,781.55
10340 Pac Premier Operational Reserve	387,649.64	106,624.22	0.00	0.00	0.00	494,273.86
10350 Pac Premier- Capital Reserve	431,698.20	25.67	0.00	0.00	0.00	431,723.87
Total Fund	1,051,955.71	110,575.72	26,524.22		63,073.09	1,125,982.56
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	71,240.10	33,152.20	0.00	0.00	3,584.07	100,808.23
10250 Pac Premier - Payroll	4,231.96	6.42	1,679.81	0.00	1,341.81	4,576.38
10340 Pac Premier Operational Reserve	210,266.43	5.61	0.00	0.00	0.00	210,272.04
10350 Pac Premier- Capital Reserve	249,668.47	14.85	0.00	0.00	0.00	249,683.32
10460 Cantella & Co. Investment Acct.	154,764.20	147.05	0.00	306.95	0.00	154,604.30
Total Fund	690,171.16	33,326.13	1,679.81	306.95	4,925.88	719,944.27
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	658,788.54	118,301.55	90.13	0.00	67,378.98	709,801.24
10250 Pac Premier - Payroll	33,966.30	122.03	31,916.50	0.00	18,352.77	47,652.06
10260 Pac Western Bank --Long Term	400,098.53	10.19	0.00	0.00	0.00	400,108.72
10340 Pac Premier Operational Reserve	330,371.42	8.82	0.00	0.00	0.00	330,380.24
10350 Pac Premier- Capital Reserve	1,131,158.87	67.26	0.00	0.00	0.00	1,131,226.13
Total Fund	2,554,383.66	118,509.85	32,006.63		85,731.75	2,619,168.39
50 WATER DEPARTMENT						
10150 Cash in SLO County	77,412.40	0.00	0.00	0.00	0.00	77,412.40
10200 Operating Cash - Premier	159,614.29	73,890.54	90.13	0.00	50,435.13	183,159.83
10250 Pac Premier - Payroll	-17,260.30	120.43	31,496.53	0.00	27,569.70	-13,213.04
10340 Pac Premier Operational Reserve	155,312.64	4.15	0.00	0.00	0.00	155,316.79
10350 Pac Premier- Capital Reserve	259,545.27	15.43	0.00	0.00	0.00	259,560.70
10400 HOB - USDA Reserve	70,001.01	0.59	0.00	0.00	0.00	70,001.60
Total Fund	704,625.31	74,031.14	31,586.66		78,004.83	732,238.28
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	40,703.50	3,365.34	0.00	0.00	2,296.29	41,772.55
10250 Pac Premier - Payroll	4,626.76	6.42	1,679.81	0.00	1,336.85	4,976.14
10340 Pac Premier Operational Reserve	72,277.36	1.93	0.00	0.00	0.00	72,279.29
10350 Pac Premier- Capital Reserve	26,091.30	1.55	0.00	0.00	0.00	26,092.85
Total Fund	143,698.92	3,375.24	1,679.81		3,633.14	145,120.83
71 PAYROLL CLEARING FUND						
10250 Pac Premier - Payroll	17,226.36	0.00	69,397.59	72,036.05	0.00	14,587.90
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	52,631.42	0.00	70,605.72	83,945.95	0.00	39,291.19
10250 Pac Premier - Payroll	718.22	0.00	1,888.25	2,606.47	0.00	0.00
Total Fund	53,349.64		72,493.97	86,552.42		39,291.19
Totals	5,215,410.76	339,818.08	235,368.69	158,895.42	235,368.69	5,396,333.42

*** Transfers In and Transfers Out columns should match, with the following exceptions:


- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

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SAN MIGUEL CSD Investment Portfolio Report - MONTHLY

5/31/2022

SECURITY	PRICE	COUPON	AMOUNT	YIELDS AVG YIELD	ANNUAL CASH FLOW	MATURITY DATE	FDIC CERT #	SETTLE DATE	MARKET VALUE AS OF REPORT	PORTFOLIO % BY INVESTMENT
Fidelity Govt MMKT	N/A								\$ 14,105.45	
Morgan Stanley Bank NA	\$ 100.00	3.05%	\$ 75,000.00	3.05%	\$ 2,287.50	2/14/2024	32992	2/14/2019	\$ 75,509.25	54%
Comenity Cap. Bank	\$ 100.00	2.75%	\$ 65,000.00	2.75%	\$ 1,787.50	4/15/2024	57570	4/15/2019	\$ 64,989.60	46%
Total & Average:			\$ 140,000.00	2.90%	\$ 4,075.00				\$ 154,604.30	

SMCSD BMS Accounts: 30-46000, 30-46100



SECURITIES & ADVISORY SERVICES
OFFERED THROUGH CANTELLA & CO., INC.
MEMBER FINRA/SIPC

Disclosure Page

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The performance data quoted represents past performance, which does not guarantee future results. Principle value and investment return of stocks, mutual funds, and variable/life products will fluctuate and an investor's share/units when redeemed will be worth more or less than the original investment. Stocks, mutual funds, and variable/life products are not FDIC-insured, may lose value, and are not guaranteed by a bank or other financial institution

Current performance may be lower or higher than the performance data quoted. For performance data current to the most recent month-end call or write for more information.

Account statements are provided directly from National Financial Services and should be reviewed for accuracy. As always, for more complete account information please contact your representative at 281-582-6500 or Cantella & Co., home office representative for an official statement.

Please carefully consider the fund's investment objective, risks, charges and expenses applicable to a continued investment in the fund before investing. For this and other information, call or write to for a free prospectus, or view one online. Read it carefully before you invest or send money.

Bonds contain interest rate risk (as interest rates rise bond prices usually fall); the risk of issuer default; and inflation risk. The municipal market is volatile and can be significantly affected by adverse tax, legislative, or political changes and the financial condition of the issuers of municipal securities. Interest rate increases can cause the price of a debt security to decrease.

Variable insurance products, including variable annuities are offered by prospectus only. The prospectus contains information about the product's features, risks, charges and expenses, and the investment objectives, risks and policies or the underlying portfolios, as well as other information about the underlying funding choices. Read the prospectus and consider this information carefully

Securities offered through Cantella & Co., Inc. Member FINRA/SIPC

SMCSD STATEMENTS OF INFORMATION:

As of this report date the District is in compliance with the SMCSD Investment Policy.

As of this report date the District has the ability to meet it's expenditure requirements through: November 28, 2022

Michelle Hido

Robert Roberson, Interim General Manager SMCSD

Michelle Hido, Financial Officer SMCSD



San Miguel Community Services District

Board of Directors Staff Report

June 23, 2022

AGENDA ITEM: XI-2

SUBJECT: Discuss and approve **Resolution 2022-37** authorizing a contract with Bartle Wells Associates for a Utility Rate Study and appropriate funding from fund 30, 40, 50, and 60 Capital Reserves.

RECOMMENDATION: Approve **Resolution 2022-37** authorizing the General Manager or Director of Utilities to contract with Bartle Wells Associates to prepare a utility Rate Study analysis and to appropriate funding for the rate study project from capital reserves.

BACKGROUND

After the April board meeting, with the Boards approval, an RFP for a Cost-of-Service Rate Study for Water, Wastewater, Streetlighting and Landscape, and Solid Waste was circulated.

The proposed rate study, if approved, will affect rates for five years starting in July 2023.

The District received three responses to that RFP.

- Bartle Wells and Associates (\$91,240)
- Raftelis (\$91,617)
- Lechowicz +Tseng (\$93,700)

All three firms generally met the requirements of the RFP. However, Raftelis did not separate out the cost per utility as requested. The other two firms separated out the cost for each study.

Bartle Wells and Associates did notate potential cost savings if some of the board and public meetings were attended by them virtually.

All three firms appear to be well versed with the four departments that our District is proposing to perform studies on, and all three are proposing to use similar methodologies to help the district determine a rate structure and schedule that will best work to achieve the District's needs. This is both in relation to the monthly rates as well as connection fees.

Given that Bartle Wells and Associates performed the last rate study for water and wastewater, is familiar with the District, and provided the lowest responsive proposal, it is recommended that the Board authorize the General Manager or Director of Utilities to execute a contract with Bartle Wells and Associates in an amount not to exceed \$91,240 to complete rate studies for the water, wastewater, street lighting and landscape and solid waste departments.

The Board has two options at this juncture:

#1 Approve Resolution 2022-37 authorizing the General Manager or Director of Utilities to contract with Bartle Wells and Associates as the lowest responsive proposal.

or

#2 Request that a special meeting be scheduled for the Board to interview the three proposing firms with subsequent approval of a contract at the regular July Board meeting.

FISCAL IMPACT:

If the Board approved Bartle Wells and Associates the Board must appropriate funding from capital reserves for a not-to-exceed cost of \$91,240 from: Fund 30-Lighting \$17,752, Fund 40-Wastewater \$28,507.50, Fund 50-Water \$28,807.50 and Fund 60 \$16,472.50.

In the 2023-24 budget a cost of \$80,000 was assumed for this project, so with this approval the total project cost will be updated in the CIP budget for the affected funds.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: Resolution 2022-37

Technical proposals from Bartle Wells and Associates, Raftelis, Lechowicz & Tseng



RESOLUTION NO. 2022-37

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
APPROVING A CONTRACT AGREEMENT WITH BARTLE WELLS ASSOCIATES
TO PREPARE A UTILITY RATE STUDY AND APPROPRIATE FUNDING FROM
CAPITAL RESERVES FOR THE SPECIFIED FINANCIAL SERVICES**

WHEREAS, the San Miguel Community Services District (“the District”) desires to employ the services of Bartle Wells Associates (“the Firm”) to prepare a utility rate study for utility charges pursuant to the requirements of the Prop 218 prior to any consideration or action by Board for utility rates; and

WHEREAS, the Firm desires to be engaged, by contractual agreement, for the specified financial services related to the preparation of a rate study analysis, providing support and documentation for a Prop 218 procedure and a 10-year financial plan; and

WHEREAS, the Firm desires to be engaged, by contractual agreement, for these specified financial services as set forth in the District’s Request for Proposal (RFP) documentation used to solicit the selected bid provided by Bartle Wells Associates; and.

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

1. To award a bid to Bartle Wells Associates to prepare a Prop 218 rate study analysis, assistance with the Prop 218 procedures and requirements as well as prepare a 10-year financial plan for the District at a not-to-exceed cost of \$91,240.
2. The District’s General Manager or Director of Utilities is hereby authorized to execute this Agreement and any necessary amendments on behalf of the San Miguel Community Services District.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 23rd day of July 2022

Raynette Gregory, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

Technical Proposal – Cost of Service and Rate Design Study San Miguel Community Services District



May 27, 2022



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

2625 Alcatraz Ave, #602
Berkeley, CA 94705
Tel 510 653 3399
www.bartlewells.com

May 27, 2022

Kelly Dodds, Director of Utilities
San Miguel Community Services District
1150 Mission Street
San Miguel CA 93451

Re: COST OF SERVICE AND UTILITY RATE DESIGN STUDY

Bartle Wells Associates (BWA) is pleased to submit this proposal for a Cost of Service and Utility Rate Design Study to the San Miguel Community Services District (District). For more than 50 years, our firm has specialized in providing independent financial and utility rate consulting services to over 550 California agencies. We offer an unmatched level of financial planning expertise as we provide both financial advisory services for project financing as well as utility rate consulting services.

BWA has a deep understanding of the issues facing the District and the region. Our work helping the District take the painful but necessary steps to maintain the solvency of the District and move towards building prudent reserves levels is a point of pride for BWA. Our project team has extensive experience in the region having recently conducted studies for the City of Paso Robles, King City, the City of San Juan Bautista, the City of Morrow Bay, Cambria Community Services District, the City of Monterey and Monterey One Water.

Bartle Wells Associates has a highly qualified professional team. Our educations and backgrounds include finance, civil engineering, business, public administration, public policy, and economics. Bartle Wells Associates has a long track record of completing projects on time and on or under budget. Our consulting staff has availability to assist on this project as needed to ensure all project work and deliverables are completed on schedule. We propose to assign Doug Dove, as principal-in-charge for this project, Erik Helgeson as project manager and Alex Handlers as a subject matter expert. Doug has over 30 years of experience as a rate consultant and is an expert in working with community groups and citizen's advisory committees. Erik has over 12 years of industry experience including serving as a senior analyst in the rates division for Denver Water and as a rate consultant. Erik has developed financial plans and utility rates for a wide range of California agencies and is an active member of the Rates and Charges Committee of the American Water Works Association (AWWA). Alex is a firm principal with over 20 years of experience. He has served many southern California agencies with recycled water programs.

Our overall goal for this project would be to work closely with the District's project team to evaluate alternatives and their impacts, gain ongoing input, and build consensus for final recommendations. We have reviewed all RFP documents and will provide all services outlined in the Scope of Required Services in the RFP. We have a well-earned reputation of providing our clients with straightforward, practical advice and have a strong track record of building consensus for our final recommendations.

We have helped a number of agencies develop strategic financial plans to address escalating costs related to operations and long-term infrastructure needs. We have also assisted many agencies in modifying their existing rate structures to provide a better balance of revenue stability, customer equity, and compliance with the evolving interpretations of Proposition 218. Our rate studies are based on a comprehensive analysis of each agency's costs, customer base characteristics, and demands to ensure rate structure recommendations reflect local needs and objectives.

Our approach to the District's scope of services focuses on the following tasks:

Financial Plan: A key step in the rate study is the development of a financial plan. The District should generate sufficient funds to meet operating costs, fund capital improvements and debt service costs, and maintain emergency reserves. We will develop several options to explore the financial impacts of capital funding and the drought. BWA staff are certified independent municipal advisors and our firm is registered with the Securities and Exchange Commission. We are happy to perform additional debt tests and provide assistance to bond counsel.

Rate Design: BWA's rate recommendations are designed to cover the cost of providing service while being fair and reasonable to customers. For the water rates, we will provide a cost justification for the District's tiered rate structure compliant with the rulings of recent court cases. For sewer rates, we will evaluate the price differentials between residential and commercial customers. For street lighting, BWA will provide an updated assessment report that reflects the current costs of operations.

Implementation: Our ultimate goal for the rate study will be to offer the District a fiscally sound rate plan that is easy to understand and easy to implement. BWA's focus is to provide practical advice for the next 5-year planning horizon. Throughout this project, we will work closely with the District to gain ongoing input, evaluate alternatives, develop recommendations, and guide the District through the Proposition 218 process.

BWA hopes our proposal provides a suitable basis for our selection. Our cost proposal is provided in a separate sealed envelope. Alison Lechowicz will serve as the principal-in-charge and project manager. She is legally authorized to contract on behalf of BWA. BWA accepts the District's Contract for Professional Services Agreement terms.

BWA Contact

Erik Helgeson, Vice President
Tel: 509.998.7602
E-mail: erik@bartlewells.com
2625 Alcatraz Ave #602
Berkeley, CA 94705

Sincerely,



Douglas Dove, PE, CIPMA
Principal/ President



Erik Helgeson, MBA
Vice President

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Bartle Wells Associates Contact Information



Bartle Wells Associates
2625 Alcatraz Ave #602
Berkeley, CA 94705
510.653.3399

BWA Contacts

Doug Dove, PE, CIPMA

Tel: 510.853.2336

E-mail: ddove@bartlewells.com

Erik Helgeson, MBA

Tel: 509.998.7602

E-mail: erik@bartlewells.com

Bartle Wells Associates was established in 1964 and is a California Corporation and certified State of California Small Business. Our Federal Tax ID number is 94-1664409

CONSULTANT QUALIFICATIONS



BARTLE WELLS ASSOCIATES BACKGROUND AND EXPERIENCE

California's Leaders in Utility Finance and Rates

Bartle Wells Associates (BWA) is an independent financial advisory firm with expertise in the areas of water, wastewater, and solid waste finance. BWA was established in 1964 and has over 50 years of experience advising cities, special districts, and other agencies on the complexities and challenges in public finance. We have advised over 600 public agency clients throughout California and the western United States. We have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a highly qualified professional team of five consultants. Our educational backgrounds include finance, civil engineering, business, public administration, public policy, and economics.

BWA specializes in three professional services: utility cost-of-service rate and fee studies, financial plans, and project financing. We are one of the few independent financial advisors providing *all three* of these interrelated services to public agencies.

BWA Key Services

- *Rate & Fee Studies*
- *Financial Plans*
- *Project Financing*

RATE AND FEE STUDIES Our rate studies employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of utility rate and fee studies. We have helped communities implement a wide range of rate structures and are knowledgeable about the legal requirements governing rates and impact fees. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.

FINANCIAL PLANS Our financial plans provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of revenue for funding projects and repaying any debt. We also help agencies develop prudent financial policies, such as fund reserve targets, to support sound financial management. BWA has developed over 2,000 utility enterprise financial plans to help public agencies fund their operating and capital programs, meet debt service requirements, and maintain long-term financial health.

PROJECT FINANCING Our project financing experience includes over 300 bond sales and numerous bank loans, lines of credit, and a range of state and federal grant and loan programs. We generally recommend issuing debt via a competitive sale process to achieve the lowest cost financing possible. To date, we have helped California agencies obtain over \$5 billion of financing via bonds, bank loans/private



placements, lines of credit, low-rate State Revolving Fund Loans, and other funding programs. We work only for public agencies; we are independent financial advisors and do not buy, trade, or resell bonds. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.

Bartle Wells Associates is a charter member of the **National Association of Municipal Advisors** (NAMA), which establishes strict criteria for independent advisory firms. All of our lead consultants are *Certified Independent Professional Municipal Advisors* and are Registered Municipal Advisors.



BWA has served over 550 public agencies throughout California and the western United States.

Bartle Wells Associates is committed to providing value and the best advice to our clients. Our strength is *quality*—the quality of advice, service, and work we do for all our clients.

EXPERIENCE BWA has extensive experience developing long-term financial plans, utility rates, and capacity fees for public agencies from all areas of California and the western U.S. In recent years, we have completed assignments for many agencies including:

Sample Districts

- Monterey One Water
- South San Luis Obispo County San District
- San Miguel Community Services District
- Rio Linda/ Elverta Community Water District
- Alameda County Water District
- Cambria Community Services District
- Sonoma County Water Agency
- Mid-Peninsula Water District
- Novato Sanitary District
- Silicon Valley Clean Water
- Ramona Municipal Water District
- East Bay Municipal Utility District
- Sausalito-Marín City Sanitary District
- Union Sanitary District
- Novato Sanitary District
- Montara Water & Sanitary District
- West Valley Sanitation District
- Joshua Basin Water District
- Napa Sanitation District

Sample Cities

- City of Paso Robles
- City Morro Bay
- City of Modesto
- City of San Mateo
- City of King
- City of Guadalupe
- City of Fresno
- City of San Carlos
- City of Davis
- City of Santa Barbara
- City of Solvang
- City of Millbrae
- City of Monterey
- City of Benicia
- City of South San Francisco
- City of Vacaville
- City of Santa Clara
- City of Sunnyvale
- City of Mountain View

CONSULTANTS

BWA uses a team approach for most projects, typically assigning two to four consultants to each assignment, including at least one principal consultant. Our general project approach is to work closely with staff and other members of the project team to: identify objectives, set milestones, have frequent communication, and remain flexible to resolve unanticipated issues. Bartle Wells Associates has a highly qualified professional team. Our education and backgrounds include finance, civil engineering, business, public administration, public policy, and economics. Bartle Wells Associates has a long track record of completing projects on time and on or under budget.

Our consulting staff is available to assist on this project as needed to ensure all project work and deliverables are completed on schedule.

Doug Dove, Principal in Charge

Doug Dove is President of BWA and one of BWA's principal consultants. He has more than 30 years of professional experience, specializing in all areas of public finance, including utility rate setting, capacity fee implementation, strategic financial planning, and infrastructure financing. He has extensive experience developing strategic financial plans and utility rate studies and has consulted for more than 150 California agencies. Doug has substantial experience working with public agency staff and governing bodies to build understanding and consensus for recommendations. Doug will stamp the District's Landscape and Lighting Assessment Engineer's Report.

Erik Helgeson, Senior Project Manager

Erik Helgeson successfully managed the previous San Miguel CSD rate study and is a Vice President of BWA with 12 years of experience. He specializes in developing long-term financial models and utility rates based on a cost of service approach. His experience includes working as a senior finance analyst for Denver Water in the rates and charges group and as a utility rate consultant in Colorado and California. His prior experience working for a utility gives him a unique perspective on the internal challenges a utility faces when implementing a study's recommendations. He currently serves on American Water Works Association's Rates and Charges Committee and is working as contributing author on the next edition of the AWWA M1 Manual, "Principles of Water, Fees, and Charges."

Alex Handlers, Subject Matter Expert

Alex Handlers is a principal and vice-president of BWA and will serve as project manager for this engagement. He has extensive experience developing strategic financial plans and utility rate studies and has consulted for more than 150 California agencies. Alex has substantial experience working with public agency staff and governing bodies to build understanding and consensus for recommendation. He is a Certified Independent Professional Municipal Advisor and Board Member of the National Association of Municipal Advisors. *Alex will provide input and review utilizing his experience working with agencies in the region who have recycled water programs.*



Principal in Charge
Doug Dove, PE, CIPMA
Project Manager
Erik Helgeson
Subject Matter Expert
Alex Handlers

Analytical Support
Additional BWA Staff
Available as Needed



RESUMES

DOUGLAS R. DOVE

Principal Consultant



Douglas R. Dove is President of Bartle Wells Associates and directs the operation of the firm while maintaining a principal consultant's role. With over 30 years of consulting experience, he specializes in utility rate analysis, strategic financial planning, and project financing. Mr. Dove has developed utility rate structures and financing plans for a wide variety of public infrastructure programs. He has managed the procurement of over \$1 billion in municipal debt and over \$300 million in state and federal grants and low-interest loans. Mr. Dove frequently shares his expertise and has given presentations at conferences including the Association of California Water Agencies (ACWA), the American Water Works Association (AWWA), the California Association of Sanitation Agencies (CASA), the California Municipal Rates Group (CMRG), the California Special District's Association (CSDA), the California Municipal Treasurers Association (CMTA), the California Water Environment Association (CWEA) and Water Reuse. By special request in July 2015, Mr. Dove made a presentation to the California Water Resources Control Board regarding water conservation pricing. Mr. Dove is also a published author of a water rate paper in the Journal of the American Water Works Association (*Implementing Consumption-Based Fixed Rates in Davis, Calif.*). Mr. Dove's expertise also includes assisting agencies in securing state and federal grants and loans and in issuing certificates of participation (COPs), revenue bonds, general obligation bonds, assessment district bonds, Marks-Roos revenue bonds, CFD (Mello-Roos) bonds, private placement loans and other types of debt. Mr. Dove recently finished his term on the board of directors of the National Association of Municipal Advisors (NAMA).

Education

M.S., Civil Engineering - University of California, Berkeley
 B.S., Civil Engineering – Drexel University, Philadelphia, PA

Representative Projects

- **City of Modesto:** Provided rate expert litigation support in wastewater rate litigation. Developed water and wastewater cost-of-service and capacity fee studies.
- **Modesto Irrigation District:** Developed cost allocation methodology between the district's domestic water, irrigation, and electric enterprises.
- **City of Davis:** Comprehensive water rate study developed with a 15-member Water Advisory Committee. Completed a water capacity fee study for the City as well.
- **Big Bear City CSD, CA:** Water, sewer and solid waste cost-of-service rate studies
- **Pico Water District, CA:** Water financial plan and cost-of-service rate study
- **City of Placerville:** Wastewater rate study and capacity fees
- **Napa-Berryessa Resort Improvement District:** Developed financing plan for water and wastewater public-private partnership (P3). Prepared assessment engineers report. Formed an assessment district and secured \$11.1 million in federal funding from US Department of Agriculture.
- **City of American Canyon:** Comprehensive, multi-year water and wastewater rate study.
- **Madera County, CA:** Rate studies for twenty-three of the county's water and sewer special service districts
- **City of Santa Barbara:** Comprehensive water rate and capacity fee study.
- **City of Patterson:** Water and wastewater rate studies and five-year financing plans.
- **City of San Juan Bautista:** Water and Wastewater rate and capacity fee studies, DIF study, Revenue bonds for water and wastewater projects, continuing disclosure services.

- **Del Paso Manor Water District:** Comprehensive water financial plan and rate study.
- **Browns Valley ID:** Water rate study
- **Rio Linda/ Elverta Community Water District:** Comprehensive water financial plan, connection fee and rate study.
- **City of Imperial, CA:** Water and wastewater financial plans and rate studies.
- **East Bay Municipal Utility District:** Comprehensive water rate study and AB 1600 capacity fee review, Wastewater cost-of-service review and capacity fee review, various other financial studies
- **Newhall County Water District:** Provided rate expert litigation support in water rate litigation.
- **City of Monterey:** Developed financing plan and rate study for \$20 million wastewater pipeline rehabilitation project.
- **San Miguel Community Services District, CA:** Water and wastewater financial plans and rate studies.
- **City of Santa Clara:** Wastewater rate and capacity fee study.
- **City of Gilroy:** Water and wastewater rate studies.
- **West Valley Sanitation District (Campbell, CA):** Wastewater rate study, financing plan and bond issuance.
- **City of Calistoga:** Long range utility financial plan, water and wastewater rates, secured financing for WW treatment plant upgrade (\$6 million SRF loan, \$3 million Small Community Grant, \$3.5 million revenue bonds).
- **El Dorado Irrigation District:** Water and wastewater rate studies.
- **Lake Arrowhead Community Services District:** Financial master plan, \$28 million revenue bond refinancing and water and wastewater rate studies.
- **California Statewide Communities Development Authority:** Financial advisor for statewide pooled revenue bond program (over \$250 million issued for over 32 borrowers).
- **South Bay Water Recycling Program, Phases 1 & 2:** Financial plan and rate study for \$200+ million regional (San Jose area) wastewater recycling program.
- **City of Tulare:** Financial advisor to the city, sale of \$63 million in bonds (3 issues), water and wastewater rate studies.
- **Big Bear Area Regional Wastewater Agency:** Regional wastewater rate study, sale of bonds (2 issues) and bank loans (2 loans).

Professional Memberships

- National Association of Municipal Advisors (former Board Member)
- League of California Cities
- American Water Works Association
- Association of California Water Agencies
- California Water Environment Association
- California Association of Sanitation Agencies
- California Special Districts Association
- Water Reuse Association

Certifications

Certified Independent Professional Municipal Advisor (CIPMA), Registered Professional Engineer (PE) in California (PE# 45642) and MSRB -Registered Municipal Advisor – Series 50 & 54

ERIK W. HELGESON

Senior Project Manager



Erik Helgeson a vice president of Bartle Wells and Associates. His areas of expertise include the development of financial plans, ratemaking, and policy solutions for water, stormwater and wastewater utilities. He has twelve years of utility finance experience as a finance analyst at Denver Water and now as a utility rate consultant. Erik has extensive expertise in working with executive level staff and assisting in strategic decisions. He serves on the American Water Works Association (AWWA) Rates and Charges Committee and has presented at the Utility Management Conference.

Education

M.B.A., Entrepreneurship – University of Colorado, Denver

B.A., Business Administration – Gonzaga University

Representative Projects

- **Pico Water District, CA:** Water financial plan and cost-of-service rate study
- **Big Bear City CSD, CA:** Water, sewer and solid waste cost-of-service rate studies
- **City of Modesto, CA:** Analytical support for water and wastewater financial plans and rate studies
- **Modesto Irrigation District:** Designed an allocation methodology between the district’s domestic water, irrigation, and electric enterprises.
- **City of Hemet, CA:** Water budget rate design and cost of service study
- **Carlsbad, CA:** Played a key role in completing the 2016 water cost of service study. Created a supply-based cost allocation and supply layered, tiered, water rate design
- **City of Imperial, CA:** Lead consultant providing water and wastewater financial plans and rate studies
- **City of Vacaville, CA:** Water and wastewater capacity fee studies
- **Union Sanitary District, CA:** Wastewater capacity fee study
- **City of Placerville, CA:** Analytical support for water financial plans and rate studies.
- **San Luis Water District, CA:** Prop. 218 Assessment Election
- **Madera County, CA:** Lead consultant providing rate studies for twenty-three of the county’s water and sewer special service districts
- **San Miguel Community Services District, CA:** Lead consultant providing water and wastewater financial plans and rate studies. The District was nearing insolvency and large rate increases were needed to save the District.
- **Alameda County, CA** Reviewed proposed wheeling charges on behalf of the local agency partners working on the Los Vaqueros Dam expansion project.
- **King City, CA:** Wastewater financial plan and rate study
- **Castle Pines North Metropolitan District, CO:** Lead consultant providing annual water and wastewater financial plans and rate study updates
- **Arapahoe Parks and Recreation District, CO:** Reviewed water rates for fairness
- **Las Gallinas Valley Sanitary District, CA:** Support for annual budget process

- **Leland Meadows CSD, CA:** Project manager for water and sewer rate studies
- **City of Willits, CA:** Lead consultant providing water and wastewater financial plans and rate studies
- **The Cities of Pinole and Hercules, CA:** Assisted the cities with the co-financing of a wastewater project with SRF loans. This included the design of the payment and reimbursement process, the administration of the process, and navigating the State requirements.
- **Humboldt Bay Municipal Water District, CA:** Lead consultant providing 10-year financial plan update
- **Marin Municipal Water District, Marin, CA:** Analyst supporting the financial plan and rate study update in 2016.
- **Sacramento County Water Authority, Sacramento, CA:** Lead analyst supporting water financial plan and rate study

Public Utility Experience

Denver Water, Denver, CO:

Senior Finance Analyst- Assisted with the annual cost of service study and financial plan, provided regular revenue reports, and oversaw the gathering and reporting of metrics to support Denver Water's organizational improvement initiatives. As the lead analyst on the initiative to change the rate design he facilitated research (customer survey and affordability study), performed rate design analysis, and assisted with stakeholder outreach (municipalities, customers, business representatives, non-profits, and Denver Water executives and Board) which led to the adoption of new rate structures. He coordinated the implementation efforts between various business units to ensure a successful rollout of the new rates and rate structures.

Professional Memberships

American Water Works Association – Member of Rates and Charges Committee

Certifications

MSRB-Registered Municipal Advisor (Series 50)

ALEX T. HANDLERS

Principal Consultant



Alex Handlers is a principal and vice president of Bartle Wells Associates with expertise in the areas of utility rates and finance. He has extensive experience developing long-term financial plans, utility rates, and development impact fees for utility enterprises. Alex has helped agencies implement a wide variety of water and sewer rate and fee structures and is knowledgeable about the legal requirements of rates and fees. He has managed projects for over 150 cities, counties, and special districts.

Alex is also an independent financial advisor who helps public agencies secure low-cost financing for capital projects. He has expertise helping public agencies evaluate financing alternatives for capital improvement programs and obtain over \$2 billion in financing via bonds, COPs, bank loans/private placements, lines of credit, and various state and federal funding programs. He is an MSRB-Registered Municipal Advisor, a Certified Independent Professional Municipal Advisor, and a current Board Member of the National Association of Municipal Advisors.

Education

M.P.A. - University of Washington

B.A. - Lehigh University

Certifications

Board Member – National Association of Municipal Advisors

CIPMA – Certified Independent Professional Municipal Advisor

MSRB-Registered Municipal Advisor (Series 50)

Representative Projects

- **Ramona Municipal Water District:** Developed long-term financial plans and cost-of-service rate studies for the District's two sewer service areas designed to support capital improvements to each area's wastewater treatment plant and provide an ongoing funding stream for rehabilitation and replacement of aging pipelines. Updated the District's wastewater system capacity charges. Developed a cost-of-service recycled water rate analysis.
- **Monterey One Water** (formerly Monterey Regional Water Pollution Control Agency): Developed a long-term financial plan, sewer rate study, capacity charge study, and update of a range of miscellaneous fees and charges.
- **City of Redwood City:** Developed water and sewer financial plans and utility rate studies designed to support long-term operating and capital needs while providing a defensible cost-justification for the City's water and sewer rates. BWA has assisted Redwood City on a number of financial consulting assignments since the early 2000s including developing financial plans and utility rates supporting a) construction of a \$72 million recycled water project, b) funding the City's roughly \$400 million share of improvements to the regional wastewater treatment plant, c) funding major increases in wholesale water rates, and d) increasing funding for ongoing investment in the City's aging infrastructure.
- **Joshua Basin Water District:** Long-term financial plan and water rate study recommending a gradual increase in water rates coupled with rate structure modifications to provide additional conservation incentive. Updated District's connection fees. Worked closely with the District's Board of Directors and a Citizen Advisory Committee to develop final recommendations.
- **City of Palm Springs:** Developed a long-term wastewater enterprise financial plan and sewer rate study supporting an \$80 million capital improvement program. Updated wastewater connection fees.
- **City of San Carlos:** Developed a sewer enterprise financial plan and rate study designed to support sewer collection system capacity improvements, long-term pipeline replacements, and over

\$120 million for the City's share of costs for rebuilding the regional wastewater treatment plant. Evaluated residential rate alternatives and recommended modifications to the City's sewer rate structure designed to improve rate equity and align rates with the cost of service. Updated the City's sewer capacity charges levied on new development and developed solid waste rate recommendations to support future funding requirements and restore rate equity.

- **City of Hesperia:** Developed water and wastewater financing plans, rates, and connection fees to support engineering master plan recommendations. Recommended a phase in of water & sewer rate adjustments including rate structure modifications designed to gradually increase conservation incentive. Built consensus with a citizen-based Council Advisory Committee.
- **City of Fresno:** Developed wastewater enterprise financial plan and Excel-based financial model used by City staff to update financial and rate projections. Developed new water connection fees designed to recover costs of existing facilities and future supplemental water supply to serve new development.
- **Victor Valley Wastewater Reclamation Authority:** Developed financial plan and rate recommendations for a regional wastewater authority serving agencies in San Bernardino County.
- **Silicon Valley Clean Water:** Developed 10-year financial plan supporting over \$750 million of capital improvements to a regional JPA that provides sewer treatment to Belmont, Redwood City, San Carlos, and the West Bay Sanitary District. Served as financial advisor on issuance of \$200 million of financing via bonds, State Revolving Fund (SRF) loans, and a line of credit.
- **City of Port Hueneme:** Developed water and wastewater rate studies designed to bring rates in line with the cost of providing utility services. Phased in new volumetric water rates.
- **City of Mountain View:** Developed 10-year water and wastewater financial plans and rate studies. Evaluated water and sewer rate structures and recommended modifications to improve rate equity and compliance with Prop. 218. Updated the City's water and wastewater connection fees.
- **City of Poway:** Evaluated conservation-oriented water rate structures and assisted City in transitioning from a uniform block rate to a partially-tiered rate structure to help meet conservation targets. Developed financial projections accounting for the impacts of conservation.
- **City of San Mateo:** Developed a sewer enterprise financial plan and rate recommendations supporting funding for a roughly \$900 million wastewater capital improvement program needed to improve wet weather capacity and rebuild the City's aging wastewater treatment plant. Transitioned residential sewer rates from 100% volumetric rates (subject to a minimum charge) to a hybrid 50% fixed & 50% volumetric rate structure.
- **Cucamonga Valley Water District:** Transitioned the District's water rates from a uniform block rate structure to a 4-tiered consumption rate structure. Phased in rate increases and rate structure adjustments to minimize the annual impact on ratepayers. Updated the District's connection fees.
- **City of Petaluma:** Developed water and sewer financial plans and rate studies designed to support each utility's long-term capital improvement program. Recommendation included a gradual phase-in of rate increases along with automatic inflationary rate adjustments designed to keep rates aligned with the cost of providing service.
- **San Francisco Public Utilities Commission:** Developed financial projections supporting over \$2 billion of bonds issued to help fund a \$4.3 billion upgrade to the Hetch-Hetchy regional water system and improvements to the City's wastewater system.

SCHEDULING

Provided below is a draft timeframe for completion of the Project. BWA will work with the District to develop a final schedule designed to meet the District’s objectives. BWA has the capacity to complete the projected on a compressed timeline if necessary.

PROJECT TASK	Q3 2022	Q4 2022	Q1 2023	Q2 2022
Project Initiation & Data Collection	Grey			
10-Year Water Financial Plan	Yellow	Yellow		
Water Rate Design		Orange		
Project Team Meetings	Purple	Purple	Purple	Purple
Draft & Final Report			Blue	
Board & Community Meetings		Green	Green	Green
Prop 218 Noticing Process				Yellow

COST CONTROL

Our approach to controlling costs for this assignment consists of the following: clearly establishing project objectives, conducting the three utility studies in tandem, and developing financial models that are easily updated. A working group would be formed at the beginning of the study and include BWA consultants and District staff who will set the course for the rate study. BWA will submit weekly or biweekly email check-ins that will include progress status updates and a list of action items organized by responsible party. We propose to combine meetings for the three utilities to minimize travel expenses. BWA understands that rate design studies can grow and evolve throughout the process and desired outcomes can shift. To control our staffing hours, our rate models are designed to be interlinked with automatic formulas that can be easily updated. The following section provides a description of how BWA will manage costs for the development of water budget rate structure alternative.

DESCRIPTION OF ANALYSIS

APPROACH

BWA understands that the District is interested in evaluating a water budget rate structure. Our scope of services and price quote for this proposal reflects traditional rate structures. A fully comprehensive budget rate study would require additional budget and scope items. Budget rate structures typically require one to two years to complete due to customer data gathering (number of people per home, landscaped area per parcel, type of vegetation at each parcel, variances, etc.). Our proposal and fee reflect the review and implementation of a potential alternative rate structure. However, if the District proceeds with a budget rate structure alternative, we would need to further refine the project scope and fee due to the level of effort involved.

Ultimately, BWA suggests that the District conduct a traditional rate study now to recover costs while planning for a future budget rate structure. BWA suggests that the San Miguel CSD develop an implementation plan and cost estimate prior to initiating a budget rate structure.

METHODOLOGY

Bartle Wells Associates' rate study will be tailored to the local conditions of the San Miguel CSD service area. The District's sources of water supply and water conservation targets will potentially impact how we allocate costs to tiered rates. Our financial plan will reflect the District's current debt, credit rating, and capacity for new obligations. Included in our scope is outreach to customers. An important step in the rate study is listening to concerns and adjusting our methodology as appropriate. Ultimately, our recommendations will be tailored to reflect the needs of the community.

ALTERNATIVE WATER RATE STRUCTURES

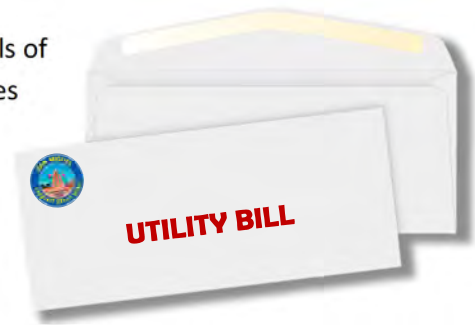
Bartle Wells Associates understands that the District is interested in reviewing alternative water rate structures. Throughout our fifty years in business, BWA has conducted rate studies using a variety of rate design approaches. Provided below is a preliminary list of rate structures that could be considered in the San Miguel CSD's study. We will review rate design options with the District, evaluate advantages and disadvantages of each, and provide a recommendation in consultation with the District.

Uniform Rate

This rate structure is the easiest to understand and the easiest to implement. There are no tiers and all water use is charged the same rate. Uniform rates encourage conservation by charging the customer for each unit of water consumed.

Tiered Rates

The District currently employs a tiered rate structure. Higher levels of water use are charged at a higher rate. This rate structure provides additional conservation incentive over the uniform rate structure. Tiered rates have come under legal scrutiny in recent years. The courts have ruled that each tier must be individually cost justified.

**Budget Rates**

Budget rate structures are primarily used in Southern California where there is a hotter climate and a greater need for outdoor irrigation. Budget rate structures allocate water use to each tier based on the characteristics of each customer. A typical budget rate structure would include the following tiers: tier 1 – efficient indoor use based on number of people per home, tier 2 – efficient outdoor use based on landscaped area and evapotranspiration, tier 3 – inefficient outdoor use and tier 4 – excessive use.

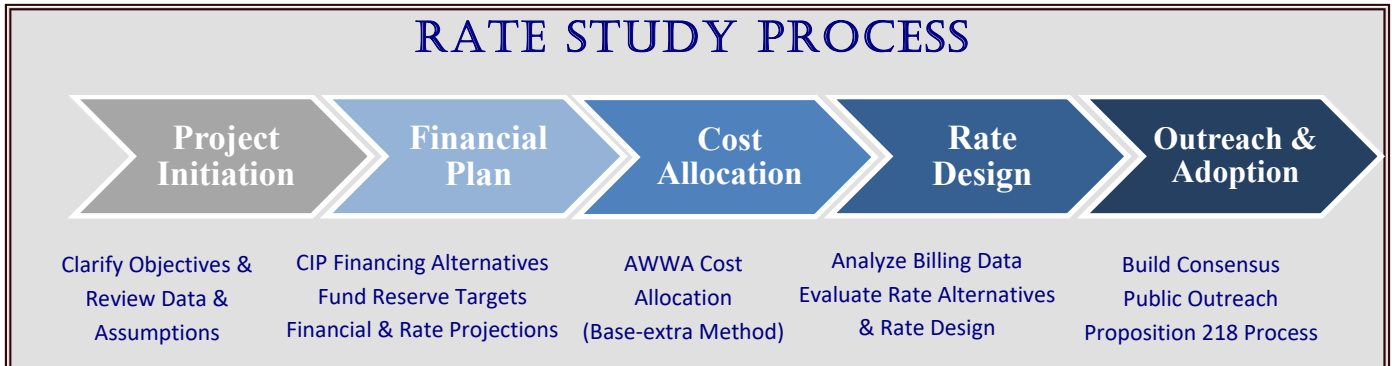
Excessive Use Charges and/or Conservation Penalties

Many conservation penalty rates across the state are not fully cost justified and compliant with recent court cases. BWA and the District could evaluate sources of water supply and allocate the high-cost source of water to an excessive use charge or other conservation rate.

WORK PLAN

5

This section presents our proposed scope of services that we believe forms a sound basis for completing this assignment. We will work with San Miguel CSD to finalize a scope of services that meets the project team's objectives and schedule.



As discussed throughout this proposal, if the District proceeds with a budget rate structure, BWA will request additional scope items and a project budget adjustment. At the conclusion of the study, BWA will provide an electronic database with rate and fee information for each parcel.

Project Initiation & Data Collection

1. Project Team Orientation

To initiate our work, hold a kickoff meeting with District staff and others as appropriate, to accomplish the following:

- Identify members of staff, District Board members/subcommittees, engineering consultants, and other consultants/advisors who will participate in the project
- Determine the roles and responsibilities of all project participants
- Identify other parties who may have a significant interest in the project, such as community groups, business organizations, and large customers
- Establish project schedule and key milestone dates
- Confirm the key goals and expectations of the project team

BWA recommends holding the kickoff meeting after we have reviewed preliminary information. This will enable the kickoff meeting to be more substantive and facilitate more in-depth discussion of key issues and preliminary observations and potential alternatives.

2. Investigation and Data Collection

Assemble the information necessary to understand the water and wastewater system, finances, customers and usage, rate and fee structures, and legal agreements with other agencies. Assistance and cooperation of District staff will be needed to assemble the relevant background information. The objectives of investigation and data collection are to develop a complete understanding of each utility and its costs, and to reach an agreement on basic assumptions to be used in the study.

10-Year Financial Plans

1. Develop Forecasts and Projections

Based on evaluation of the data assembled and input provided by staff and other members of the project team, prepare forecasts and projections to be used in the development of financial projections for the water and wastewater utilities. Develop projections for the following areas (and others as appropriate):

- **Capital Improvements Including Long-Term Repairs & Replacements:** Identify future capital costs or alternatives to include in the financial analysis and determine a reasonable amount to include for future, ongoing capital repairs and replacements. BWA often recommends that agencies phase in funding for long-term system rehabilitation.
- **Projected Water, Sewer and Solid Waste Demand:** With District input forecast customer demands. Identify future demand scenarios for evaluation.
- **Growth & New Development:** Work with the District to identify levels of growth to incorporate in the financial projections. Evaluate financial impacts under different levels of growth.
- **Cost Escalation Factors:** Review historical cost trends and work with project team to develop reasonable cost escalation factors for both operating and capital expenditures.



The 10-year financial plans will serve as financial roadmaps for funding future operating and capital programs while supporting long-term financial stability.

2. Evaluate Financing Alternatives for Capital Improvements

Evaluate options for financing capital improvement projects. Our evaluation will:

- Allocate capital improvement costs to existing customers and new development based on the share of each project benefitting current vs. future customers.
- Estimate the amount and timing of any debt, if needed, to finance capital projects.
- Evaluate the alternative borrowing methods available including bonds, COPs, state and federal loan programs (including the State Revolving Fund Financing Program), bank loans and lines of credit, and other options.
- Recommend the appropriate type of debt, its term and structure.
- As needed, develop debt service estimates to incorporate in the financial projections.

3. Establish Prudent Minimum Fund Reserve Targets

Evaluate the adequacy of the District's current utility fund reserves. Establish prudent minimum fund reserve targets based on the District's operating and capital funding projections. Develop an implementation plan for achieving and maintaining the recommended reserve fund levels.

4. Develop 10-Year Financial Projections & Evaluate Scenarios

Develop cash flow projections showing the financial position of the water, wastewater, and street light enterprises over the next 10 years. The cash flows will project fund balances, revenues, expenses, and will incorporate the forecasts developed with staff input. At minimum, the financial projections will include a base option (no rate increase), a rate increase with no additional debt, and a rate increase with future financings.

5. Evaluate Rate Increase Options

Based on the cash flow projections, determine future annual revenue requirements from rates and project the overall level of required rate increases. Evaluate rate adjustment alternatives, such as gradually phasing in required rate increases over a number of years. If appropriate, evaluate different levels of rate increases and their impacts on the District's ability to fund future operating and capital needs.

Cost of Service Rate Analysis

1. Identify & Evaluate Rate Structure Alternatives

In consultation with the District, recommend rate alternatives for water and wastewater service. Potential water rate alternatives could include capital charges, water usage tiers, and/or developing drought or excess usage fees. Potential sewer rate alternatives will include review of flow generation rates and pollutant loading. Likely street light rate design could include a cost review of standard technology vs. LED lamps and impacts on customers. BWA will discuss the advantages and disadvantages of rate alternatives including with the District before making our final recommendation. Oftentimes, we revise our draft recommendations to mitigate impacts on customers and to phase-in rate increases over a few years.

Typically, we provide three rate structure alternatives in our rate studies. For this assignment, our scope and fee assumes development of traditional rate structures that do not include budget rates. However, we will provide general advice regarding the advantages and disadvantages of budget rates (please see Section 4.1 Approach) in addition to fully developing three other rate alternatives.



Rates will be developed based on a cost-of-service approach designed to equitably recover the cost of providing service to all customers and comply with Proposition 218.

2. Conduct Survey of Regional Utility Rates

Review and summarize water, recycled and sewer rates of other regional agencies. Summarize results in easily understandable tables and/or charts.

3. Analyze Consumption & Utility Billing Data

Review three years of District billing data including customer counts, number of meters by size, and water use. Review number of wastewater customers and assumed pollutant loading. Review existing landscape and lighting district assessments. Determine typical customer usage and current customer bills under drought and non-drought conditions. BWA will review the fixed and volume rate revenue recovery and compliance with water conservation best management practices. Determine drought impacts on wastewater flow and treatment (if applicable). Review District ordinances and analyze existing rates with conformance with current best practices.

4. Cost of Service Rate Derivation

BWA has helped many agencies develop utility rates designed to reflect the costs of providing service, be fair and equitable to all customers, and comply with Proposition 218 and other legal requirements. In recent years, we have worked collaboratively with a number of legal experts to ensure our recommendations account for the latest legal understanding of Proposition 218. For this task, we will derive proposed rates based on a defensible cost of service methodology. A key component of this task includes allocating operating, maintenance, capital, and debt service expenses for cost recovery from

appropriate rate components. Water rates will be based on a) an allocation of costs to be recovered from fixed vs. variable charges, b) a cost-based justification to support the District's residential rate tiers, and c) a separate cost justification for budget-based irrigation rates. Sewer rates will be based on cost allocations to wastewater flow and strength (as measured by BOD and SS) to develop underlying unit costs for flow, BOD and SS. These unit costs are then applied to the wastewater discharge characteristics of each customer class to ensure rates reflect the proportional cost of providing service to each class. Street light units of service will include parcel size, location, and the traffic generation rates of various land uses.

5. Develop Preliminary & Final Rate Recommendations with District Input

Based on evaluation of rate structure alternatives and the overall level of rate increases identified in the financial plans, develop draft rate recommendations for District input. The recommendations may include a multi-year phase-in of both overall rate increases and proposed rate structure adjustments to help mitigate the annual impact on ratepayers. Review preliminary recommendations and key alternatives with the District Board and others as directed. Revise recommendations based on input received. Final rate recommendations will be designed to:

- a) fund each utility's long-term costs of providing service, including operating, capital, and debt service funding needs
- b) be fair and equitable to all customers,
- c) provide a prudent balance of conservation incentive and revenue stability,
- d) be easy to understand and administer, and
- e) comply with the substantive requirements of Proposition 218.

Typically, we provide three rate structure alternatives in our rate studies. For this assignment, our scope and fee assumes development of traditional rate structures that do not include budget rates. However, we will provide general advice regarding the advantages and disadvantages of budget rates in addition to fully developing three other rate alternatives

6. Evaluate Use of Automatic Rate Pass-Throughs

Identify and evaluate the potential for implementing automatic pass-throughs for future wholesale rate increase and/or ongoing cost inflation. BWA has helped many agencies implement pass-through provisions to protect agencies against unanticipated wholesale cost increases and keep rates aligned with the cost of providing service.

7. Evaluate Rate Impacts on a Range of District Customers

Calculate the impacts of each rate alternative on a range of District customers. Discuss additional rate structure adjustments that may reduce the impact on certain customers if warranted.

Capacity Fee Updates

1. Review Current Capacity Fees & Procedures for Applying Fees

Review the District's current sewer capacity fees as well as related policies and procedures for applying the fees to new development. As appropriate, identify potential modifications to the fees, fee structure, or how fees are applied. BWA has developed capacity charges under a wide range of methodologies and has assisted many agencies in improving fee equity and administration.

2. Conduct Survey of Regional Capacity Charges

Review and summarize capacity charges of other regional and comparable agencies. Summarize results in easily understandable tables and/or charts.

3. Evaluate Alternative Capacity Charge Methodologies

Identify and evaluate alternative methods for calculating capacity charges for new development. Discuss advantages and disadvantages with the District's project team and determine a recommended approach.

4. Determine Current Value & Capacity of Facilities

Calculate the value of the District's sewer system assets. Current value can be calculated by adjusting the original (or depreciated) value of each facility or asset into current dollars using the Engineering News-Record Construction Cost Index, a widely-used measure of construction cost inflation. Also, determine the capacity of major components of the sewer systems.



5. Allocate Capital Program Costs to Current & Future Users

Equitably allocate capital improvement costs to existing and future users based on input from District staff and/or its consulting engineers. Some projects may entirely benefit one group while others will provide a portion of benefit to both correct existing system deficiencies and provide new capacity for growth.

6. Develop Preliminary Capacity Charge Recommendations

Based on appropriate and technically sound methodology, and evaluation of alternative approaches, recommend updated sewer capacity charges. Updated fees will be designed to comply with Government Code Section 66013 (established by AB1600).

7. Recommend a Method for Future Fee Updates

Recommend a method to annually or periodically adjust capacity charges to keep the fees aligned with future costs. For example, capacity charges can be adjusted annually based on the change in the Engineering News-Record's Construction Cost Index, a widely used measure of construction cost inflation.

Meetings, Reports, Presentations, Model and Rate Implementation

1. Board Meetings/Rate Workshops (Up to 4 District Board Meetings and 4 Public Workshops)

Attend a District Board Meeting to present findings, recommendations and alternatives, as well as to receive input. Incorporate input as warranted to ensure final recommendations reflect Board preferences. Present revised recommendations at a subsequent Board Meeting with the goal of gaining Board approval to move forward with the Proposition 218 process to adopt rate increases.

2. Prepare Draft & Final Reports

Develop a draft report summarizing study objectives, findings, and draft recommendations. The report will provide an administrative record supporting the proposed utility rates and capacity charges and will be developed to demonstrate compliance with applicable legal requirements of Proposition 218, Proposition 26, and Government Code 66013. The report will be written for a non-technical audience and will clearly explain the rationale for recommendations and key alternatives when applicable. Submit a draft report for District review and feedback. Incorporate input into a revised report and ultimately provide the District with printed and electronic copies as needed. The report will be provided in PDF format and can also be provided in editable Word and Excel files.

3. Proposition 218 Rate Notice

Develop a draft Proposition 218 notice for District review. Incorporate revisions and develop a final notice. BWA recommends the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate adjustments. BWA has helped many agencies adopt rates via the Proposition 218 process. We have found that ratepayers are generally much more accepting of rate increases or rate structure modification when they understand the reasons underlying the adjustments. BWA also helps agencies coordinate the printing and mailing of the Proposition 218 notices and will remain available to assist the District with these services on a time and materials basis as needed.

4. Proposition 218 Rate Hearing

Attend the Proposition 218 Public Rate Hearing and remain available to present a summary of findings and recommendations and respond to Board and public comments. BWA has extensive experience presenting financial and rate recommendations to non-technical audiences, dealing with challenging questions, and building acceptance for final recommendations.

5. Public Education and Consensus-Building

Rate and fee adjustments are often controversial. BWA has helped many agencies with their public education and outreach efforts regarding rate and fee increases. We understand the importance of building consensus and public acceptance for our recommendations and can assist the District in any outreach and public education efforts.



City of Modesto, CA

In 2015, BWA was retained to work with the City and the Industrial customers to develop a new wastewater rate structure based on the 2014 Tolling Agreement. Working closely with an accountant hired by the City's large industrial customers, BWA developed a separate large industrial wastewater rate structure and capacity fee schedule for cannery customers. BWA also developed new rates reflecting the City's tertiary treatment stream and secondary treatment "scalping." We met with stakeholder groups, the wastewater master planning engineering team, Finance Committee, and City Council on many occasions to vet our recommendations and gain consensus. Our rate study was implemented by City Council April 2016.

In 2015, the City retained BWA to conduct a comprehensive water rate study. The City had not raised rates since 2013 and experienced reduced revenue due to drought conditions. BWA developed drought surcharges and analyzed individualized rate structures for each of the City's outlying service areas. A Proposition 218 hearing to adopt proposed rates was successfully completed in Fall 2016.

In 2021 BWA was retained again to perform water and sewer rate studies. BWA successfully completed the sewer rate study is in the process of completing the water rate study.

Agency Contact:

William Wong, P.E., Sr. Engineer
 (209) 571-5801
wwong@modestogov.com





Madera County Special Districts, CA

Many of the Madera County District are similar in size and face similar challenges to San Miguel CSD. A few of these districts have also needed street lighting assessments. BWA demonstrated our expertise with streetlighting assessments and helping small communities accept necessary but unpopular rate increases.

Madera County is located in California's Central Valley. The County's primary industry is Agriculture. In 2016, the County retained Bartle Wells to perform comprehensive water and wastewater rate studies, and streetlighting assessments for its special service districts. Madera County has approximately forty-four water and sewer special service districts. The primary source of water for the districts is groundwater. State water quality requirements have had significant impacts on the treatment requirements for water in the Central Valley.

Many districts have not had rate increases for over five years. This has resulted in the districts operating at deficits, funded by growing debts to the County's general fund. Bartle Well's main objective is to make the districts self-sufficient, with enough revenue to pay back their debts to the county.

The districts have small populations making a Prop. 218 challenges more likely. The key to the project's success is outreach to district customers in order to help them understand why they need to increase their rates.

Agency Contact:

Andrea Saldate, Deputy Public Works Director
 Madera County Public Works
 (559) 675-7811
Andrea.Saldate@co.madera.ca.gov





Big Bear City Community Services District, CA

BBCSD is a smaller, rural District which required water, sewer and solid waste rate studies. BWA showcased our ability to perform studies for multiple enterprises and our expertise in solid waste rates studies. BWA also demonstrated our expertise at performing cost-of-service based, tiered water rates.

Bartle Wells Associates first assisted the District in 1967. BWA developed the district's early financing and revenue programs to build sewers and finance wastewater improvements. BWA assisted the district with the authorization and sale of three series of general obligation bonds and supervised the sale of five assessment bond issues in the Sugarloaf and Pinewood areas.

In 2015, BWA assisted the district in developing water, wastewater and solid waste 5-yr financing plans and rate studies.

Most recently, in 2019, BWA performed comprehensive water, wastewater and solid waste cost-of-service rate studies. BWA recommended a series of rate increases designed to meet each utility's operating and capital funding needs. BWA also reviewed the water and solid waste rate structures and customers classes and recommended modifications designed to equitably recover the costs of providing service, comply with Proposition 218, and achieve the District's objectives.

BWA assisted the District with the Proposition 218 noticing and the rate adoption process which ultimately resulted in Board's adoption of recommended rate increases and cost-of-service based rate structure modifications.

Contact:

Mary Reeves
 General Manager
 909-585-6525
sstrain@bbccsd.org





San Luis Water District, CA

Working with San Luis Water District BWA demonstrated their proficiency at providing the support necessary to pass an assessment.

The San Luis Water District (the District) retained Bartle Wells Associates (BWA) to support the District's effort to levy an assessment to fund the conversion of its water service contract with United States Bureau of Reclamation (USBR) to a repayment contract. In order to convert the contract the District needed to repay the USBR for its portion of Central Valley Project capital expenses. The District needed a bond, supported by assessments, to finance the repayment. BWA assisted the District in the following ways:

1. Determined the necessary assessments
2. Developed an Engineer's report to support the assessments
3. Assisted with workshops to explain the proposed assessments to landowners
4. Combined parcel owner data from two counties with the District's parcel data
5. Worked with the District and its legal counsel to draft a ballot template
6. Created individualized ballots for each parcel
7. Counted the ballots at the public hearing

As a result of these efforts the assessment passed and the District successfully converted the water service contract to a repayment contract.

District Contact

Lon Martin, P.E., General Manager
 (209) 826-4043
 lmartin@slwd.net





Pico Water District, CA

BWA's work with Pico WD illustrates our ability to work closely with small District's and make recommendations tailored to support a District's goal and make rates more legally defensible.

Pico Water District (District) provides water distribution and maintenance service to 5,600 customers in Pico Rivera, CA. The District provides water service to its customers through the use of a 1.25 million gallon reservoir and five wells ranging in water production from 600 gallons per minute to 2,800 gallons per minute. The District pumps all of its water from the underground aquifer known as the Central Basin, which is an adjudicated water basin.

The District contracted Bartle Wells Associates (BWA) to conduct a water rate study which recommended rates sufficient to support capital projects and complied with Proposition 218. BWA provided several rate structure recommendations including transitioning to a uniform rate structure. The Pico Water District Board adopted the BWA recommended rates after a successful 218 process.

Contact:

Mark Grajeda, General Manager
 Pico Water District
 (562) 692-3756
msgrajeda@picowaterdistrict.net



Additional References are Available Upon Request

Statements



- Bartle Wells Associates takes no exceptions to the District’s RFP.
- All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
- Bartle Wells Associates will allow all authorized federal, state, county, and SMCSO officials’ access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant’s place of business.
- Bartle Wells Associates does not and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- Bartle Wells Associates will comply with the California Labor Code.
- Bartle Wells Associates will comply with the Copeland Anti-Kickback Act (18 USC 847 C) and the implementation regulation (29 CFR 3)

MUNICIPAL ADVISOR DISCLOSURES



This section provides certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) regarding our duties as a Municipal Advisor to the extent any such duties apply to this assignment.

- * Bartle Wells Associates will provide advice and conduct activities with a “duty of care” and a “fiduciary duty” to the District. Our role and responsibilities during this engagement will continue through the completion of the project.
- * Bartle Wells Associates is a registered Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-00740) and the Municipal Securities Rulemaking Board (MSRB ID K0414).
- * Bartle Wells Associates has never been cited for any legal or disciplinary action regarding municipal advisory activities.
- * Bartle Wells Associates has not and will not receive any compensation from any third party seeking to provide services, municipal securities transactions, or municipal financial products related to this transaction. BWA or any of its employees will not engage in any activities that would produce a direct or indirect financial gain for the firm other than compensation for our services identified in this proposal.
- * Bartle Wells Associates is not aware of any conflicts of interest that would affect our ability to provide independent and objective advice and Municipal Advisory services in a manner consistent with the requirements of MSRB Rule G-42.
- * The website address for the Municipal Securities Rulemaking Board (MSRB) is www.MSRB.org. The MSRB’s website provides a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The municipal advisory client brochure is accessible via a link on www.MSRB.org or can be downloaded from <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure>.

SCHEDULE OF INSURANCE



SCHEDULE OF INSURANCE

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$2,000,000 General Aggregate ▪ \$2,000,000 Products Comp/Op Aggregate ▪ \$2,000,000 Personal & Advertising Injury ▪ \$1,000,000 Each Occurrence 	6/1/22
Excess/Umbrella Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ▪ \$1,000,000 Aggregate ▪ \$1,000,000 Each Occurrence 	6/1/22
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ▪ \$1,000,000 Combined Single Limit 	6/1/22
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ▪ Bodily Injury by Accident - \$1,000,000 each accident ▪ Bodily Injury by Disease - \$1,000,000 each employee ▪ Bodily Injury by Disease - \$1,000,000 policy limit 	6/1/22
Professional Liability	Chubb & Son, Inc. BINDO94045	<p>Solely in the performance of services as municipal financing consultants for others for a fee.</p> <p>Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses)</p>	6/1/22

San Miguel Community Services District

Cost of Service and Utility Rate Design Study

TECHNICAL PROPOSAL / MAY 27, 2022





Diversity and inclusion are an integral part of **Raftelis' core values.**

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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Photo on cover courtesy of Jill Clardy (Adobe Stock)

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May 27, 2022

Ms. Kelly Dodds, Director of Utilities
San Miguel Community Services District
1150 Mission Street, San Miguel CA 93451



Subject: Proposal for Cost of Service and Utility Rate Design Study

Dear Ms. Kelly Dodds:

Raftelis is pleased to submit this proposal to assist the San Miguel Community Service District (District) with rate studies for its water, wastewater, solid waste, and street lighting and landscaping utilities. We are a national firm with more than 130 consultants focused on financial and management consulting for utilities and local governments. We have conducted hundreds of rate studies in California and fully understand the unique challenges of Proposition 218 compliance. Our project team includes

- **Steve Gagnon, Project Director**. Mr. Gagnon is a Senior Manager with Raftelis who has 22 years of consulting industry experience. He is a registered environmental engineer in Arizona, a member of the CA-NV Section of the American Water Works Association's (AWWA) Financial Management Committee and registered with the Securities and Exchange Commission as a Municipal Advisor Representative.
- **John Wright, Project Manager**. I am a Senior Manager with Raftelis and have 26 years of industry experience. I am a member of the AWWA Rates and Charges Committee and the Water Environment Federation (WEF) Utility Management Committee and a contributing author to several AWWA and WEF publications on utility financial management and ratemaking. I am a certified public accountant in the Colorado and registered with the Securities and Exchange Commission as a Municipal Advisor Representative.
- **Thierry Boveri, Solid Waste Subject Matter Expert**. Mr. Boveri is a vice-president with Raftelis. He has 15 years of experience and has led over 30 solid waste rate studies working with local governments across the country. His most recent engagements including disposal and collection studies for the Municipality of Anchorage, AK, City of Chandler, AZ, and Hillsborough County, FL.
- **Andrew Rheem, Street Lighting Technical Advisor**. Mr. Rheem is a Senior Manager with Raftelis and has 19 years of consulting experience. Mr. Rheem has consulted with Salt Lake City, UT on street lighting financial planning and rate development.
- **Ms. Gina DePinto, Public Outreach Advisor**. Ms. DePinto is a Manager with Raftelis and is an award-winning and accredited public relations professional with more than 34 years of experience

Thank again for the opportunity to submit this proposal. If you have any questions, please contact me at 951-395-1674 or jwright@raftelis.com.

Sincerely,

A handwritten signature in blue ink that reads "John F. Wright".

John Wright
Senior Manager

Project Understanding

The San Miguel Community Service District (District) seeks a qualified consultant to complete rate studies for its water, wastewater, solid waste, and street lighting and landscaping utilities. The table below shows our understanding of the services required.

Utility	Financial Plan and Revenue Requirement Determination	Cost-of-Service Analysis	Proposed Proposition 218 Rates for June 2023 - June 2027	Connection Fees
Water	X	X	X	X
Wastewater	X	X	X	X
Solid Waste	X (Note 1)	X	X	
Street Lighting and Landscaping	X	X (Note 2)		

Note 1: The solid waste utility financial plan will include a projection of the cost impacts of the District's compliance with SB 1393 and other applicable regulatory requirements.

Note 2: Street Lighting and Landscaping services are paid by property taxes.

Project Approach

Our project approach has been tailored to address the specific objectives and concerns identified in the RFP while maintaining those elements that we believe are essential for a successful project. We have used a similar project approach on many of our rate study projects for utilities across the U.S.

NOTE: WE HAVE ASSUMED THAT STAFF MEETINGS WILL BE VIRTUAL. ALL BOARD MEETINGS AND PUBLIC WORKSHOPS WILL BE IN-PERSON AS SPECIFIED IN THE REQUEST FOR PROPOSALS.

Task 1: Project Management, Kick-Off Meeting, and QA/QC

Kick-Off Meeting, Project Management, and QA/QC

The goals for the kick-off meeting include:

- Discussing project drivers to gain a thorough understanding of the financial, operational, and regulatory challenges faced by each utility
- Acquainting District staff with our project team
- Identifying areas of concern or key issues and confirm study goals and objectives
- Finalizing the work plan and schedule
- Discussing the District's rate objectives
- Discussing the data request and any additional data requirements

Prior to the kick-off meeting, we will prepare a data request that identifies the information needed. If the data is provided in time, Raftelis will review the initial data before the kick-off meeting and will come prepared with our questions to get the most out of the meeting.

Project Management and QA/QC

Task 1 includes time for project management and Quality Assurance and Quality Control (QA/QC). The project management task also involves client correspondence, progress updates, timely billing, and internal management of Raftelis staff.

To ensure robust quality control, the Project Manager and each Task Leader will review the data, model, and results to ensure they are based on sound rate-making principles. The QA/QC reviews will take place at each project task milestone, which means it will occur several times during the project. The Project Manager and Task Leaders will each perform QA/QC.

PLANNED MEETINGS:

One virtual kick-off meeting with District staff

DELIVERABLES:

Kick-off meeting presentation and minutes and data request list

Task 2: Financial Plans and Revenue Requirement Projections - Water, Wastewater, Solid Waste, Street Lighting and Landscaping

Raftelis will prepare financial plans and revenue requirement projections for the District's water, wastewater, solid waste, and street lighting and landscaping utilities. The financial plans will be for the period FY 2024 - FY 2033 and will be designed to ensure:

- Financial sufficiency with adequate revenues to cover projected expenditures while maintaining an appropriate level of cash reserves
- An appropriate capital financing strategy that fully funds projected CIP expenditures while minimizing impacts rate revenue increases and customer bill impacts
- Maintenance of robust debt service coverage so that the District can attract future debt financing on a cost-effective basis

Review of District Financial Policies

Raftelis will review and evaluate the District's financial policies regarding items such as:

- Cash reserve minimum and maximum targets
- Target debt service coverage levels
- Funding practices for both growth-related CIP expenditures that expand system capacity and CIP expenditures associated with the repair and replacement of existing infrastructure

Comprehensive Financial Plans and Revenue Requirement Projections

The outcome of the financial planning process will be comprehensive financing strategy for each utility that includes a projection of the annual revenue requirement from rates. The financial planning model will include projections for items such as:

Financial Planning Inputs	
Customer account growth	CIP expenditures
Billed water consumption and wastewater discharges	Debt service payments
Rate revenues and miscellaneous revenues	Target cash reserve balances
Operations and maintenance costs	Target debt service coverage ratios

Microsoft Excel Financial Planning Models

Raftelis understands the importance of developing a user-friendly, flexible model that can be used by District staff for on-going financial planning. All of our financial planning models include a "dashboard" that includes:

- 1) Flexibility to change key input assumptions such as projected water and wastewater demand, customer account growth, operating expense inflation factors, CIP levels, and proposed external debt financing assumptions
- 2) Sensitivity analyses and various "what-if" scenario assessments, so that impacts can be viewed instantaneously with built in-screen graphics
- 3) Error flagging and problematic results such as: failure to meet debt coverage, below target reserves, etc.

A sample model dashboard is shown below.



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

Solid Waste Financial Planning

Special consideration will be given to the costs that will be incurred by the District and its franchised hauler San Miguel Garbage company to complete with the requirements of California SB 1393 and other applicable regulatory requirements.

PLANNED MEETINGS:

Virtual meetings with District staff as required

DELIVERABLES:

Microsoft Excel financial planning and revenue requirement projection models for the District's water, wastewater, solid waste, and street lighting and landscaping utilities.

Task 3: Cost-of-Service Analysis - Water, Wastewater, Solid Waste, Street Lighting and Landscaping

Raftelis will complete a cost-of-service analysis for the District's water, wastewater, solid waste, and street lighting and landscaping utilities. The cost of service analysis will allocate the annual revenue requirement from rates (determined in Task 2) to customer classes based on the demands they impose on each utility system. The cost-of-service analysis is needed to provide a nexus between utility rates and the District's costs in order to aid in Proposition 218 defensibility.

Raftelis cost-of-service studies industry standards and regulatory requirements. Typically, a utility cost of service study involves the following three steps:

- Assigning the annual revenue requirement from rates to operational functions. For example, typical water utility functions include supply, treatment, pumping, storage, transmission, distribution, meter reading, and customer service. Each of the District's utilities will have unique operational functions.
- Allocating the functionalized revenue requirement from rates to cost causation components which are specific to each utility. For example, typical wastewater utility cost causation components include flow (i.e., wastewater volumes) and strength loading characteristics such as biochemical oxygen demand and suspended solids.
- Distributing the annual revenue requirement from rates to customer classes based on the demands they impose on each utility system.

Raftelis will review parameters for each utility that affect the cost-of-service analysis such as peaking factors for water, flow and strength loading characteristics for wastewater, and customer and tonnage statistics for solid waste. We will discuss any warranted changes to customer classes with District staff. The cost-of-service analysis calculates the unit cost of service for each utility, which is applied to the class loadings to determine the share of costs allocated to each customer class. Once the annual revenue requirement for each customer class, utility rates can be calculated as discussed in Task 4.

PLANNED MEETINGS:

Virtual meetings with District staff as required

DELIVERABLES:

Microsoft Excel cost-of-service models for the District's water, wastewater, solid waste, and street lighting and landscaping utilities.

Task 4: Rate Design - Water, Wastewater, Solid Waste, Street Lighting and Landscaping

Raftelis will calculate rates for each customer class based on the cost-of-service analysis completed in Task 3. The rates developed by Raftelis will be designed to comply with the requirements of Proposition 218 and, to the maximum extent possible, achieve the District's pricing objectives (e.g., revenue stability, conservation, affordability for low usage customers, etc.) A projection of proposed rates for the four-year period FY 2024 - FY 2027 will be prepared for each utility.

Water Utility Rate Design: The analysis will include an assessment of the appropriateness of the Tier 1, Tier 2, and Tier 3 breakpoints. Our consulting fee includes the consideration of a maximum of two alternative water structures.

Wastewater Utility Rate Design: We will review the basis for the District's current wastewater rates and, if desired by District staff, analyze a maximum of two alternative rate structures.

Solid Wastewater Rate Design: The existing rate design must be viewed through the lens of the District's existing franchise agreement with San Miguel Garage Company. We will conduct an analysis of customer and tonnage information under the existing solid waste rate structure that will be used allocate costs and develop refuse rates. We will examine the cost by level and type of service (e.g., container size, collection frequency, and garbage/recycling/organics service) to ensure the equity of the existing rate structure while also considering the potential for new fees or rate structures.

Street Lighting and Landscaping Utility: We will review the current method of recovering street lighting and landscaping costs via property taxes. Our current assumption is that this existing will be duplicated.

PLANNED MEETINGS:

Virtual meetings with District staff as required

DELIVERABLES:

Microsoft Excel rate design models for the District's water, wastewater, solid waste, and street lighting and landscaping utilities. A projection of proposed rates for the four-year period FY 2024 - FY 2027 will be prepared for each utility.

Task 5: Connection Fees - Water, Wastewater

Raftelis will calculate updated connection fees for the District's water and wastewater utilities. The updated connection fees will develop a cost nexus that is compliant with the requirements of AB 1600. In general, the process for determining connection fees includes the following steps:

- **Infrastructure Valuation:** Defines the value of capacity-related infrastructure that must be recovered from new customers.
- **Customer Demand Units:** Defines the level of existing customer and future customer demand on the water and wastewater systems.
- **Infrastructure Capacity:** Determines the capacity to serve customer demand associated the existing and projected infrastructure.
- **Unit Cost of Capacity:** The unit cost of capacity is an outcome of the infrastructure valuation; customer demand units, and infrastructure capacity
- **Update of Capacity Fees:** Calculation of updated capacity fees under the District's desired assessment schedule

PLANNED MEETINGS:

Virtual meetings with District staff as required

DELIVERABLES:

AB 1600 compliant water and wastewater capacity fees. Microsoft Excel connection fee model.

Task 6: Draft and Final Reports – Water, Wastewater, Storm Drainage, Street Lighting and Landscaping

Raftelis will prepare draft and final reports of our rate study findings on a schedule and in a format specified by District staff.

PLANNED MEETINGS:

Virtual meetings with District staff as required

DELIVERABLES:

Draft and final rate study reports in Microsoft Word

Task 7: Public Workshops

Our proposed consulting fee assumes attendance at four in-person public workshops. Our public outreach advisor, Ms. Gina DePinto, will assist the District develop a public workshop strategy and provide recommendations regarding presentation materials. Mr. John Wright, our project manager, will attend the public workshops.

PLANNED MEETINGS:

Attendance at four in-person public workshops

DELIVERABLES:

Assistance with the development of a public workshop strategy and recommendations regarding presentation materials.

Task 8: Board Meetings

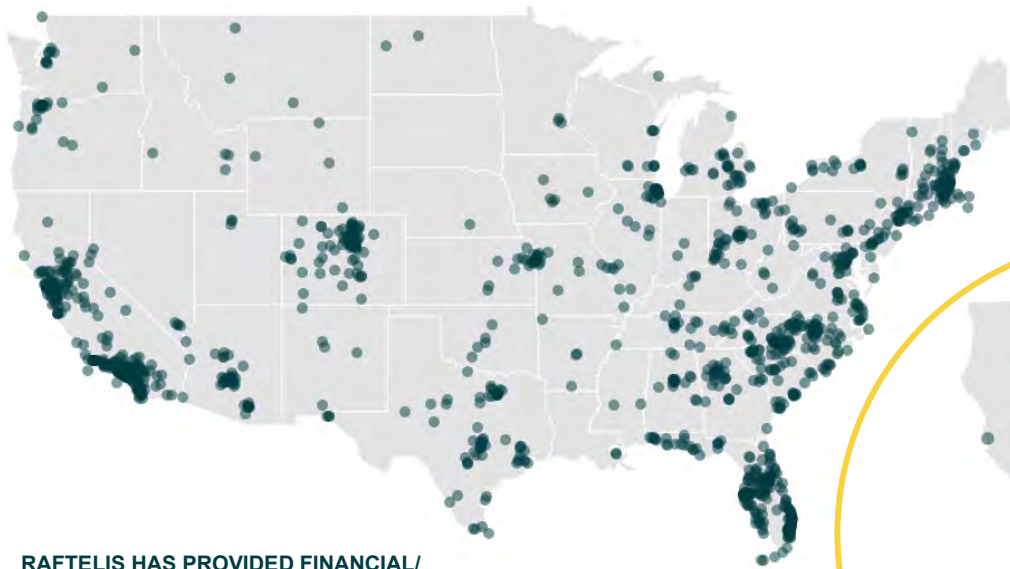
Our proposed consulting fee assumes attendance at four in-person Board meetings. Mr. John Wright, our project manager will represent Raftelis and present at the Board meetings.

PLANNED MEETINGS:

Attendance at four Board meetings

DELIVERABLES:

Preparation of Board presentation materials.



RAFTELIS HAS PROVIDED FINANCIAL/
ORGANIZATIONAL/TECHNOLOGY ASSISTANCE
TO UTILITIES SERVING MORE THAN
25% OF THE U.S. POPULATION.



Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND
MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 public agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 900 financial, organizational, and/or technology consulting projects for over 600 agencies in 44 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to *client's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

City of San Bernardino Municipal Water Department [CA](#)

Reference: Cindy Mouser, Director of Finance
1350 SE Street , San Bernardino, CA 92408
P: 909.453.6010 / E: cindy.mouser@sbmwd.org

Raftelis is currently completing a comprehensive water and wastewater rate study for the City of San Bernardino Municipal Water Department (Department). The study includes the development of 10-year financial plans, cost-of-service studies using industry standard principles, and the development of entirely revised water and wastewater rate structures for consideration by the Department's Board of Water Commissioners. In addition, Raftelis is also developing drought surcharges for the Department. The ultimate outcome of the study will be the development of Proposition 218

compliant water and wastewater rates for the period FY 2022 - FY 2026. The Department provides wholesale wastewater service to the City of Loma Linda and the East Valley Water District. In 2022, the East Valley Water District will place in service its own new Water Reclamation Facility and no will longer be a wholesale wastewater customer of the Department. As part of the rate study, Raftelis has assisted the Department plan for this large loss of revenue.

City of Orange CA

Reference: Bob Baehner, Retired Assistant Water Manager
300 E. Chapman Ave., Orange, CA 92866
P: 714.920.9606 / E: rcbaehner@yahoo.com

Raftelis is currently completing a comprehensive water and wastewater rate study for the City of San Bernardino Municipal Water Department (Department). The study includes the development of 10-year financial plans, cost-of-service studies using industry standard principles, and the development of entirely revised water and wastewater rate structures for consideration by the Department's Board of Water Commissioners. In addition, Raftelis is also developing drought surcharges for the Department. The ultimate outcome of the study will be the development of Proposition 218 compliant water and wastewater rates for the period FY 2022 - FY 2026. The Department provides wholesale wastewater service to the City of Loma Linda and the East Valley Water District. In 2022, the East Valley Water District will place in service its own new Water Reclamation Facility and no will longer be a wholesale wastewater customer of the Department. As part of the rate study, Raftelis has assisted the Department plan for this large loss of revenue.

Salt Lake City UT

Reference: Brad Stewart, Development Services Department of Public Utilities
1530 South West Temple, Salt Lake City, Utah 84115
P: 801.483.6733 / E: Brad.Stewart@slcgov.com

Raftelis professionals have provided financial consulting services to Salt Lake City since 1993 (services prior to 2013 were provided by Project Team members while with a previous employer). Recent engagements include a 2012 streetlight study, 2016 streetlight study update, and the 2018 comprehensive utilities rate and fee study.

In 2011, Raftelis professionals assisted Salt Lake City evaluate establishing a separate street light utility and associated annual charge. We worked with City staff to evaluate annual street lighting costs funded through the general fund and incorporate the current and projected costs for the street light Utility, including a phased replacement of current street lights with more energy efficient light fixtures. The City had established separate street light districts and assessments for alternative street light infrastructure above the base City standard included within the separate Districts. Raftelis professionals also worked with City staff to consolidate the separate street light improvement Districts throughout the City into three groupings and develop a surcharge to replace the annual assessments in funding infrastructure replacements as part of the street light utility. Recommendations and findings were summarized and presented to City Council in February 2012. The City adopted the street light Utility for implementation in 2013. In 2016, Raftelis completed an enhanced street light utility surcharge study collapsing forty-two special assessment areas into three areas with varying surcharges. Salt Lake City implemented the recommended enhanced service level charges effective July 2016.

Industry Public Utilities CA

Reference: Greg Galindo, General Manager
112 N 1st Street, La Puente, CA 91744
P: 626.330.2126 / E: ggalindo@lapuentewater.com

Raftelis is calculating capacity fees for the City of Industry Public Utilities (City). The City is mostly built out, and, as such, we are using the buy-in method, including both the system buy-in and the equity buy-in methods. There are subtle differences between the two methods in that the equity method adds reserves and uses a smaller denominator (current number of equivalent meters as opposed to the build-out number of meters) to calculate the fee.

Oklahoma City Water Utilities Trust OK

Reference: Bret Weingart, Assistant Director
420 West Main, Suite 500, Oklahoma City, OK 73102
P: 405.297.2828 / E: bret.weingart@okc.gov

The City of Oklahoma City (City) provides solid waste collection and disposal services to approximately 645,000 people with contractor provided collection service to about 60% of the customer base and City in-house provided collection service to about 40% of the customer base. Collection services primarily include refuse, recycling, and bulky waste. The City is also responsible for a number of solid waste programs from neighborhood clean ups, household hazardous waste, rural recycling convenience centers, street sweeping, and others. Raftelis recently assisted the City through the performance of a formal Cost of Service rate study and financial forecast model. A key element of the engagement included: i) providing recommendations concerning rate revenue adjustments over a 10-year period including modeling of fleet replacement and identifying capital needs; ii) providing recommendations concerning the establishment of cash reserves for operating, capital, storm, cart, and other reserves; and iii) identification of the cost of service for several of the City's key services including, bulky waste collection, recycling, illegal dumping and litter collection, and flow fee design. Raftelis assisted the City in modeling cart and fleet replacement cycles. Currently Raftelis is assisting the City in determining the cost of in-housing certain contracted operations.

Client	Affordability Analysis & Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Design	Risk Analysis	Cost of Service	Development / Impact Fees	Stormwater Utility Development	Organizational Optimization	Water/Wastewater Utility Valuation
Irvine Unified School District		●										
Jurupa Community Services District				●		●	●	●				
Kern County Water Agency					●							
La Canada Irrigation District				●		●		●				
La Habra Heights County Water District				●		●	●	●	●			
Laguna Beach, City of				●								
Lake Valley Fire Protection District				●			●	●				
Las Virgenes Municipal Water District				●		●		●				
Leucadia Wastewater District				●		●						
Livermore, City of				●		●		●	●			
Long Beach City of	●	●		●		●		●				
Los Alamos Community Services District		●		●		●		●	●			
Los Angeles Department of Water and Power						●		●				
Los Angeles, City of Bureau of Sanitation					●							
Madera, City of		●		●								
Mammoth Community Water District				●		●		●				
Marin Municipal Water District					●							
Merced, City of				●		●		●	●			
Mesa Water District				●				●				
Metropolitan Water District of Southern California			●									
Modesto Irrigation District						●		●				
Mojave Water Agency				●		●	●					
Monterey County Water Resources Agency				●		●		●				
Monterey, City of		●		●		●	●					
Moulton Niguel Water District									●			
Municipal Water District of Orange County					●			●				
Napa Sanitation District				●		●		●				
Ojai Valley Sanitary District				●		●		●				
Olivenhain Municipal Water District				●		●	●					
Ontario Municipal Utilities Company								●				
Ontario, City of				●		●	●	●				
Orange, City of				●		●		●				
Palo Alto, City of				●		●	●	●				
Phelan Pinon Hills Community Services District	●			●		●		●	●			
Placer County Water Agency					●			●				
Pleasant Hill Recreation & Park District				●				●				
Pomona, City of				●		●		●	●			
Rainbow Municipal Water District				●		●	●	●				
Ramona Municipal Water District				●		●		●				
Rancho California Water District						●	●	●	●			
Redlands, City of				●		●	●	●	●			
Rincon del Diablo Municipal Water District				●		●		●				
Riverside Public Utilities				●		●	●	●	●			
Roseville, City of		●		●					●			
Sacramento Regional County Sanitation District						●						
Sacramento, City of				●		●		●				
Salton Community Services District				●				●				

Client	Affordability Analysis & Program Development	Debt Issuance Support	Dispute Resolution	Financial and Capital Improvements Planning	Rate Case Support	Rate Design	Risk Analysis	Cost of Service	Development / Impact Fees	Stormwater Utility Development	Organizational Optimization	Water/Wastewater Utility Valuation
San Bernardino Valley Municipal Water District						●						
San Bernardino, County of				●		●		●	●			
San Clemente, City of				●		●	●	●				
San Diego, City of Public Utilities Department		●	●	●		●	●	●	●			
San Dieguito Water District				●		●		●				
San Elijo Joint Powers Authority				●	●	●	●	●	●			
San Gabriel County Water District				●		●		●				
San Gabriel, City of				●		●		●				
San Jose, City of								●				
San Juan Capistrano, City of				●		●	●	●	●			
Santa Ana, City of								●				
Santa Barbara, City of				●		●	●	●	●			
Santa Clara Valley Water District			●	●	●							
Santa Clarita Water District		●		●		●	●	●	●			
Santa Cruz, City of				●		●	●	●				
Santa Fe Irrigation District				●		●	●	●	●			
Santa Fe Springs, City of				●		●		●				
Santa Margarita Water District				●		●	●	●				
Santa Rosa, City Attorney's Office									●			
Scotts Valley Water District		●		●		●	●	●	●			
Shafter, City of				●		●		●				
Shasta Lake, City of				●		●	●	●				
Sierra Madre, City of	●			●		●		●				
Signal Hill, City of				●		●		●				
Simi Valley, City of				●		●	●	●	●			
Sonoma, City of				●		●		●				
South Mesa Water Company				●		●	●	●				
South Pasadena, City of				●		●		●				
South San Francisco, City of				●				●				
Sunnyslope County Water District				●		●	●	●	●			
Sweetwater Authority				●		●		●				
Temescal Valley Water District				●		●		●	●			
Thousand Oaks, City of				●		●	●	●	●			
Torrance, City of				●		●		●				
Trabuco Canyon Water District				●		●		●				
Triunfo Sanitation District				●		●		●				
Tustin, City of				●		●		●				
Union Sanitary District				●		●	●	●	●			
Ventura Regional Sanitation District				●		●		●				
Ventura, City of	●	●	●	●	●	●	●	●	●			
Vista, City of				●		●			●			
Walnut Valley Water District				●		●		●				
Watsonville, City of	●			●		●	●	●				
West Basin Municipal Water District				●		●	●	●				
Western Municipal Water District				●		●		●	●			
Yorba Linda Water District				●		●		●				
Zone 7 Water Agency				●		●		●				

Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE DISTRICT'S **PROJECT**.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the District with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.



Steve Gagnon PE (AZ)

PROJECT DIRECTOR

Senior Manager

ROLE

Steve will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Steve has 24 years of experience in financial analysis and environmental engineering. For the past 14 years Steve has provided financial planning and rate setting services to agencies all over California. He has also helped utilities make major investment decisions such as whether to invest in food waste to energy projects. He has also managed the construction and installation of water treatment equipment and oversaw Superfund remediation for the U.S. Army.

KEY PROJECT EXPERIENCE

Utility Rate Studies and Long-Range Planning Experience

City of Manhattan Beach (CA)

Steve is helping the City of Manhattan Beach to create a water financial plan and set rates. The City had two major concerns; 1) wells were impaired in the near term and the city would have to purchase more imported water and 2) the City was unsure about tiered rates given recent litigation. Steve worked with city staff to discuss the pros and cons of tiered rates. After reviewing these pros and cons with the city attorney and manager, staff is recommending cost based tiered rates as of this writing. Steve will present the financial need and rate study results to city council and the public.

City of Tracy (CA)

In 2019, the City of Tracy (City) engaged Raftelis to perform a wastewater rate study. Raftelis is currently working with City staff to best plan for expenses to minimize customer impacts, and Steve is serving as Project Manager.

City of San Diego (CA)

The City of San Diego (City) is considering a renewable energy project to take landfill gas and create electricity. Steve prepared a financial model evaluating three alternatives: 1) do nothing and purchase electricity from a regional provider, 2) enter into a contract with a private entity to run and the renewable energy facility and sell electricity to the City at an agreed upon rate, 3) to purchase the facility and run it with City staff. The analysis gives the City a range of acceptable electricity rates for negotiating with a private party for option 2.



Specialties

- Utility cost-of-service & rate structure studies
- Conservation rate studies
- Economic feasibility studies
- Capital budgeting studies
- Wastewater rate studies
- Capital recovery/capacity fee studies
- Survey research of water & wastewater utility characteristics & rates

Professional History

- Raftelis: Senior Manager (2020-present); Manager (2017-2019); Senior Consultant (2014-2016)
- APTwater, Inc. (Now Ultura): project manager (2011-2014)
- PBS&J (now ATKINS): project manager - Utility Finance (2005-2011)
- Earth Tech (now AECOM): Senior project manager (2004-2005)
- Malcolm Pirnie, Inc. (now ARCADIS): Consultant (2002-2003)
- National Parks Conservation Association - Business Plan Initiative: Business Plan Consultant (2000)
- U.S. Army Corps of Engineers - New England Division: project manager (1995-1999)
- Geophex, Limited: Graduate Research Assistant (1994)

Education

- Master of Business Administration - University of Southern California (2001)
- Master of Science in Environmental Engineering - University of Massachusetts (1995)
- Bachelor of Science in Civil Engineering - University of Massachusetts (1994)

Certifications

- Registered Professional Environmental Engineer in Arizona
- Series 50 Municipal Advisor Representative

Professional Memberships

- AWWA

Delta Diablo Sanitary District (CA)

Steve, as a sub-consultant to HDR, is preparing the financial analysis for a potential food waste to energy project in which the Delta Diablo Sanitary District (District) would take food waste slurry, convert it to biogas and sell electricity. There are many unknowns in the project including exact operations and maintenance costs and the tipping fee from the nearby landfill. Steve is performing a Monte Carlo simulation to help the District visualize the probability of a financially viable project given all the unknowns.

Running Springs Water District (CA)

Steve is assisting the Running Springs Water District (District) establish water and wastewater rates and evaluate the financial health of the Fire and Ambulance Department. The District is unique in that many residents are absentee owners of vacation homes. As such, the District is maintaining a higher than average level of fixed charges for both water and sewer to equitably distribute costs among full-time and part time residents. Steve also prepared a 10-year financial plan for the Fire and Ambulance Department showing its financial health under different property tax, other revenue and expenses assumptions, including fire engine replacement.

Encina Wastewater Authority (CA)

Steve is helping the Encina Wastewater Authority (Authority) analyze the Net Present Value of three large capital investments: 1) their co-generation facility, 2) the heat dryer and 3) the fats, oils and greases (FOG) receiving facility that supports Encina's co-digestion facility operation. For the co-gen facility, the analysis involves calculating the Net Present Value of electricity purchase costs with and without the co-gen facility. The heat dryer analysis involves calculating the equivalent annual cost of operating solely the centrifuge (with the associated disposal cost of sludge) versus operating the heat dryer and its reduced sludge disposal costs. Lastly, he is helping the Authority analyze its options for alternative digester fuels for co-digestion to enhance digester gas production - FOG versus beer waste - based on the tipping fees and associated maintenance costs of each.

Hi-Desert Water District (CA)

Steve is helping the Hi-Desert Water District (District) establish defensible and affordable water rates for a District with a high number of low-income residents. The study includes an update of their miscellaneous fees. The District has one main source of water, which limits the rate differentiation between tiers. The study includes an extensive outreach program to educate customers as to the need for rate adjustments.

City of Port Hueneme (CA)

The City of Port Hueneme (City) has some of the highest water rates in the area due to the amount of capital reinvestment needed to maintain the system. Steve is helping City Council and Staff assess the impacts of their decisions, including capital reinvestment, loan refinancing and fixed charge pricing on customer bills. The study included a rate workshop with City Council to show the Council the effects of their decisions.

Mesa Water District (CA)

Mesa Water District (District) prides itself on the fact that it is no longer dependent on imported water. Steve helped the District revise their water and recycled water rates in a few months during a fast-paced rate study. The study included over 10 financial plan options for the Board to select from.

City of Pomona (CA)

Steve is currently helping the City of Pomona (City) establish water, recycled water and wastewater rates. He is establishing defensible tiered rates based on the City's multiple sources of water and use characteristics. He is also establishing pumping charges based on the costs associated with serving water to high elevation customers. The engagement includes working with rate committee members, Staff and council members to ascertain their rate setting goals. It also includes a 10-year financial plan and modeling rates under industry standard reserve targets.

City of Lakewood (CA)

Steve helped the City of Lakewood (City) develop cost-of-service based tiered water rates. Of note, Steve recommended revising the current practice of providing free water for the first four units of water in single family first tier. To ease the impacts of this change, the City decided to transition the rates over a 5-year period. The study included a full five-year financial plan and a review and recommendations on reserve levels.

City of Orange (CA)

Steve is helping the City of Orange (City) update its water rates and rate structure to ensure that rates are based on cost-of-service principles. The study includes a financial plan to fully fund operational and capital expenses and reserves. Steve also helped the City establish wastewater rates for its sanitation enterprise. The rates were revised to reflect sewer whereas they were previously based on water use.

Channel Islands Beach Community Services District (CA)

Steve helped the Channel Islands Beach Community Services District (District) establish equitable water and wastewater rates. Particularly noteworthy in this study was a class of customers that required the District to reserve capacity in the water treatment plant for possible future growth. Steve explained the cost causation-based rate for this customer class at Board meetings and the Public Hearing. Steve also held special web-based workshops with this customer class to explain cost-of-service principles and the basis for the rates.

City of Shasta Lake (CA)

The City of Shasta Lake's (City) water revenue dropped significantly during the recent drought - while their water costs increased due to emergency water purchases from expensive sources. In addition, the City's infrastructure was over 80 years old which necessitated significant capital expenditures. Steve worked with City staff to develop a water financial plan that fully funded their capital program, reserves and operational expenses. The financial plan called for a 30% revenue increase in one year. Steve presented the basis for revenue adjustments and rate development at a well-attended public hearing at City Hall.

Santa Fe Irrigation District (CA)

Santa Fe Irrigation District (District) has one of the largest per capita water use rates in the State due to its large lots, many of which have orchards and other agriculture requiring irrigation. Steve worked with City Staff and Board members to establish water cost-of-service based rates which included a complete restructuring of their fixed charges so that the District could pass through their fixed wholesaler charges. The consumption rates were based on the peaking characteristics of each class. Steve presented at a contentious Public Hearing, in which that rates were adopted, to answer Board and the Public's questions.

City of Encinitas (San Dieguito Water District, CA)

Steve helped the City of Encinitas (City) establish water rates that are based on cost-of-service principles. Cost-of-service based rates creates large bill impacts for the agricultural class. Steve worked with City staff and the Board rate setting committee to evaluate rates and explain rate setting basics to the committee and public in a Proposition 218 public hearing.

Trabuco Canyon Water District (CA)

Steve helped the Trabuco Canyon Water District (District) establish water, wastewater and recycled water rates. The Trabuco Canyon Water District's revenue plummeted significantly during the recent drought. Steve helped the District established rates, including drought rates, that fully funded operations, capital expenses and reserves. The District previously had a 7-tier rate structure. Steve helped the district establish a 4-tier rate structure in which the rates were based on the supply costs and peaking costs to serve water in each tier - as required by Proposition 218. The study started with a

pricing objectives exercise so that the Board could communicate its most important rate setting goals. Steve presented financial plan options and rate study results and a public hearing.

Sweetwater Authority (CA)

Steve is evaluated water rates, including drought rates, for the Sweetwater Authority in light of recent legal concerns over their current rate structure. The evaluation includes a cost-of-service study to clearly demonstrate the nexus between the rate for each single-family tier and the associated costs to serve that tier. The study started by soliciting input from Board members regarding their water pricing objectives so that rates could be designed accordingly. Steve concluded the study with presentations to the District Board of Directors and the Public.

Moulton Niguel Water District (CA)

Steve prepared water and wastewater capacity fees and miscellaneous fees in June of 2016. The water and wastewater capacity fees were calculated using the buy-in methodology and varied by meter size. The Moulton Niguel Water District (District) also decided to implement a water demand offset fee for new water connections based on the premise that the recycled water system offsets potable water use and benefits potable water users. Steve attended Board meetings to help staff explain the rationale and basis for the capacity fees.

Steve also helped calculate miscellaneous fees by interviewing staff to assess the time and effort involved with the fees, benefit burden rates and material charges to properly calculate over three dozen fees for the water and wastewater systems. The deliverable included an excel model with which the District could update the miscellaneous fees in the future.

City of Henderson (NV)

Steve is creating water and wastewater rate and financial planning models for the City of Henderson as well as updating their water and sewer system development charges. The models will be used over the next 5 to 10 years not only to calculate water and wastewater rates but also to create yearly financial statements.

City of Redlands (CA)

Steve updated the City of Redland's (City) water and wastewater rates and development impact fees. The rate study process included workshops with the City's Utility Advisory Committee in which he presented the basics of rate setting and the financial environment of the utilities. The interactive workshops solicited input from committee members and staff regarding revenue adjustments and rates.

Rainbow Municipal Water District (CA)

Steve created water conservation-based sewer rates to complement the Rainbow Municipal Water District's (District) conservation-based water rate structure. These rates will be based on the actual water usage of each customer within the District. In addition, appropriate sewage strengths will be incorporated into the District's sewer user rates.

County of San Diego (CA)

Steve prepared integrated financial models for a landmark study for the County of San Diego. The study will not only be updating the sewer user, capacity, and annexation fees for the nine dependent sewer districts but will also include the economic analysis of creating one "super sanitation district." Long-range financial plans will be prepared for all of the districts as well as the super district including 10 years of operational and capital costs.

Town of Quartzsite (AZ)

Steve performed a third-party rate review of a recently completed water and wastewater rate study for the Town of Quartzsite (Town). The Town is concerned with insuring that their winter RV population is paying their fair share of the water and sewer expenses.

Town of Parker (AZ)

Steve updated the Town of Parker's (Town) water rates. One of the Town's main concerns was the fairness and equity of water system cost distribution given the Town's large population of Native Americans who do not pay sales or utility taxes yet benefit from Town parks and other Town amenities. He also helped the Town establish operating and capital reserves.

Walnut Valley Water District (CA)

Steve performed the Walnut Valley Water District's (District) first professional rate study which included updating the rate structure. Steve created a three-tier residential rate structure to help decrease discretionary consumption and ensure the District avoids or reduces water purchase surcharges from the Metropolitan Water District. He presented his findings to District staff and the District's Board of Directors.

Fallbrook Public Utility District (CA)

With water shortages looming in Southern California, this progressive water and sewer district asked for help creating water conservation-based sewer rates to complement their conservation-based water structure. Steve created rates based on the actual water usage of each customer within the Fallbrook Public Utility District (District). In addition, appropriate sewage strengths were incorporated into the District's sewer user rates.

Otay Water District (CA)

The Otay Water District (District) performs an update to their capacity and annexation fees every five years. In this update they changed their capacity fee from an incremental fee based on future costs to a combined fee structure using replacement costs less depreciation. They are also revised their annexation fee to recover taxes and availability charges paid by existing users who are currently inside the District's boundaries. In addition, they added a new water supply fee to recover the expansion costs of their water system. This is a new fee that addresses the issue of new development bringing their own water supply or pay for offsets.

Steve was also the lead economist on a fast track study to assist the District in adding further conservation incentives into their potable and reclaimed water user rates. Specifically, he added rate blocks into their non-residential and landscaping user rate structures based on specific base extra capacity cost allocations per user class. In addition, he assisted the District in the preparation of a drought/shortage rate structure that overlays their new conservation rate structure. This drought rate structure is based on the guidelines provided by the Metropolitan Water District of Southern California and the San Diego County Water Authority.

Rowland Water District (CA)

Steve updated the Rowland Water District's (District) water rates for the second time. The District had several concerns for the most recent study which included a large debt issue for a recycled water system as well as staff increases and wholesale water rate increases. The model helped the district size its debt issue by performing a rate sensitivity analysis to the size of the debt issue.

Olivenhain Municipal Water District (CA)

Steve created a drought rate model to help the Olivenhain Municipal Water District (District) develop a drought rate ordinance. The model calculated commodity rate adjustments for four drought stages. It allowed for customer voluntary cutbacks in consumption as well as cutbacks due to higher water prices using the price elasticity of water. The model will help ensure the District maintains adequate revenue in times of drought.

Steve helped the District update their wastewater rates and developed a customized model for its unique rate structure. The District's residential rates are a flat charge per Equivalent Dwelling Unit (EDU) and the commercial rate structure includes a service charge per EDU and a variable rate based on measured water consumption.

Steve also prepared valuation calculations for the system capacity required for update of water and wastewater connection and annexation fees for the District. The analysis showed that the District would benefit by changing capacity fee calculation methodologies from a growth method to a combined method, thereby imposing less restrictions on the use of capacity fee revenue.

Steve modeled the long-term cost of several different water sources for the District. Options included purchasing treated water, expanding their water treatment plant and purchasing untreated water from the Metropolitan Water District or partnering with other local agencies to desalinate ocean water. The model contained many variable inputs to allow "what-if" scenario analysis. Although purchasing treated water was the least costly option, the authority favored plant expansion due to other benefits such as reliability of water supply.

City of Poway (CA)

Steve completely rebuilt the City of Poway's water and wastewater rate models to reflect the latest rate setting practices.

Helix Water District (CA)

Steve created an economic model to add life-line and a water waster tier to the Helix Water District's (District) three-tier rate structure. In addition, budget-based water rates were created for all irrigation accounts. The District is transitioning slowly to budget-based rates due to staffing limitations. In 2010 they will implement budget-based rates for all commercial accounts.

Steve also performed all of the economic modeling in the preparation of the District's first Capacity Fee study. The capacity fee was designed to collect a buy-in portion based on replacement costs of the District's current water system and the incremental cost of adding a new water supply, the El Monte Valley Ground Water Recharge project.

City of Anaheim (CA)

Steve prepared a commercial and residential wastewater rate study for the City of Anaheim (City). The proposed rate structure was based on water consumption to replace the antiquated structure based on the number of toilets. Proper water use and wastewater return to sewer analysis is required to ensure proper revenue generation for the City.

City of Coronado (CA)

Steve is helping restructure the City of Coronado's wastewater rates from a flat parcel-based fee for residential users to one with a consumption-based charge and a fixed charge.

City of Lemon Grove (CA)

Steve helped update the commercial and residential wastewater rates for the City of Lemon Grove. The rate structure included 20 different user classes for residential, commercial, and institutional customers.

Western Municipal Water District (CA)

Steve prepared a long-range financial plan to help ensure the Western Municipal Water District's (District) financial health. Based on the District's five-year CIP, inflationary water rate adjustments, and reserve policies, the plan showed that a debt issue was needed to execute the CIP and maintain adequate reserves.

Julian and Pine Valley Sanitation Districts (CA)

Steve updated the wastewater rates and connection fees for both sanitation districts. The wastewater fees had not been updated for several years in one district and over 15 years in the other necessitating large rate increases. He developed a few different scenarios which included postponing CIP projects or lowering reserve balances, to ease ratepayers into higher rates.

San Antonio Water System (TX)

Steve prepared a sewer impact fee economic model and study for the City of San Antonio. This included a valuation of the system's facilities using several asset-based approaches. Ultimately the total net book value without depreciation was selected as the basis for the valuation of the System's assets. In addition, an equity residual model was prepared that included the allocation of the present value of past and future debt service payments. The study also analyzed a number of impact fee structures to determine the most fair and equitable fee.

La Habra Heights County Water District (CA)

Steve assisted with the update in water user rates, capacity charges, and long-range financial plan for the La Habra Heights County Water District (District). The 2001 study set the District's user rates for five years and expired in 2005. The District had recently completed an updated Water Master Plan and wished to incorporate the new cost of replacement capital facilities for the next 10 years into their long-range financial plan and user rates.

City of La Habra (CA)

Steve helped prepare the City of La Habra's (City) first professional sewer user rate study. This study followed industry standards and an EPA approved rate structure. The City plans to create a formal enterprise fund for their sewer utility to properly finance their sewer operations and maintenance. He developed the long-range financial plan modeled year-end cash reserves to ensure execution of the City's \$21 million capital improvement program and to fund operations and maintenance.

City of Webster (TX)

Steve is constructing a stormwater model for the City of Webster (City). The rates are based on the impervious surface of each parcel. The City plans using water meters to bill customers.

City of Norman (OK)

Steve is constructing a stormwater rate model for the City of Norman. The model is constructed in several different ways to allow the city council to choose from alternative rate structures, including the contentious issue of whether or not Oklahoma University, which owns large parcels of impervious surface area, will support the stormwater utility.

Boxelder County (UT)

Steve assisted Boxelder County in the determination of how they will finance their required stormwater improvements. They plan to create a stormwater utility through diverse funding sources including impact and user fees, a community financing district, and grants and loans. The goal of this study was to identify and size a system of improvements which will achieve the greatest defined economic benefit (both local and regional) per dollar of cost, based on the 100-year floodplain extents.

City of Fullerton (CA)

Steve conducted a field audit to determine appropriate return to sewer flows as well as fats, oils and greases surcharge rates for the top 50 industrial water customers in the City of Fullerton.

Utility and Water Right Valuations Experience

Blue Plains Wastewater Treatment (DC)

Steve is valuing the largest advanced wastewater treatment plant in the world (370 MGD) using several different valuation methods for Metropolitan Washington Council of Governments. The study values capacity rights in a treatment plant shared by several users. Valuation methodologies include original cost, reproduction cost, and market comparables.

Metro Wastewater Joint Powers Authority (CA)

Steve updated a prior valuation study which values treatment capacity in the San Diego Metropolitan Wastewater System. The valuation study considered several different valuation methodologies including the asset approach, prior sale (market comparables); buyer's avoided cost, seller's potential future cost and alternative investment value.

City of Pico Rivera (CA)

Steve is slated to help the City of Pico Rivera value groundwater pumping rights. Groundwater pumping rights will likely be valued using both a market comparables approach and a buyer's avoided cost approach.

Other Financial and Management Experience

Town of Parker (AZ)

Steve is performing a benchmarking analysis of the Town of Parker's (Town) water, parks and recreation and streets departments due to efficiency concerns. The study will compare the Town's cost efficiency with other small towns.

Marine Corps Base Camp Pendleton (CA)

Steve led an asset inventory and condition assessment of the water and wastewater systems on Marine Corps Base Camp Pendleton. The inventory included field visits and literature reviews to document and describe the extent and condition of all utility assets. Asset data was compiled in a database and linked to GIS mapping.

Olivenhain Municipal Water District (CA)

Steve developed an economic model that evaluates the cost benefit analysis of four different water supply options including desalinization, increased use of recycled water, and expansion of their existing water treatment plant using membrane technology. Proposed funding levels were prepared for the long-range financial plan to match projects against the revenue levels necessary to support them.

Confidential Fortune 500 Aerospace Corporation (CA)

Steve created an excel based financial model to cost and budget one of the largest corporate environmental liabilities - a nine-mile long plume of rocket fuel-related contamination - underlying several cities in southern California. Remediation strategies were constantly changing and, thus, the model simulated costs for numerous remediation alternatives. The model also allowed for monthly and yearly budgeting and total clean-up expenditures.

Earth Tech (CA)

Steve developed an Operation Excellence Plan to ensure client satisfaction on the execution of a multimillion-dollar Master Services Agreement with a Fortune 500 Aerospace Corporation. The plan provided guidance in many areas including QA/QC, client feedback, staff allocation, etc. The plan also included performance measures to evaluate client satisfaction, program success, and failures.

Otay Water District (CA)

Steve assisted in facilitating performance metric workshops with the Otay Water District management staff. The workshops discussed performance metric basics, analyzed dozens of performance metrics, how to calculate them, and eventually helped staff narrow down the metrics they believed were best for their utility.

Keweenaw National Historical Park, National Park Service (MI)

Steve coauthored a business plan submitted to the U.S. Congress to seek additional funding to expand a national park in Michigan. The business plan included a historical cost accounting analysis of prior fund use and projected future fund needs.

U.S. Army Sudbury Annex Superfund Site (MA)

Steve was the project manager for the remediation and real estate transfer of a 2,000-acre army ammunition depot and research installation in central Massachusetts. Steve oversaw project funds, environmental studies, and construction contracts with consulting firms and partnered with the U.S. EPA to determine clean-up goals and strategies.

PROJECT LIST

- City of Anaheim (CA) - Wastewater rate study
- Boxelder County (CO) - Stormwater funding research
- Blue Plains Wastewater Treatment Plant (DC) - Valuation study
- Confidential Fortune 500 Aerospace Corporation (CA) - Strategic remediation financial planning and analysis
- City of Coronado (CA) - Wastewater rate study
- Earth Tech (CA) - Operation excellence plan
- Fallbrook Public Utility District (CA) - Water conservation-based sewer rates
- City of Fullerton (CA) - Sewer fee assessment
- Helix Water District (CA) - Conservation based water rates; capacity fee study
- Julian and Pine Valley Sanitation Districts (CA) - Wastewater rate study
- Keweenaw National Historical Park, National Park Service (MI) - Business plan
- City of La Habra (CA) - Sewer rate study and long-range financial plan
- La Habra Heights County Water District (CA) - Water user rate study and long-range financial plan
- City of Lemon Grove (CA) - Wastewater rate study
- Marine Corps Base Camp Pendleton (CA) - Utility privatization
- Metro Wastewater Joint Powers Authority (CA) - Valuation of treatment capacity
- City of Norman (OK) - Stormwater rate study
- Olivenhain Municipal Water District (CA) - Drought water rates; wastewater rate update; capacity and annexation fee update; long-term water planning financial model; water supply cost benefit analysis
- Otay Water District (CA) - Capacity fees update; water rate structure update and drought phasing plan; performance metrics
- Town of Parker (AZ) - Water rate study; benchmarking and efficiency analysis
- City of Pico Rivera (CA) - Valuation of groundwater pumping rights
- City of Poway (CA) - Water and wastewater rate models
- Town of Quartzsite (AZ) - Third party rate review
- Rainbow Municipal Water District (CA) - Water conservation-based sewer rates
- Rowland Water District (CA) - Water rate study
- San Antonio Water System (TX) - Sewer impact fee study
- County of San Diego (CA) - Sewer utility rate study
- Sweetwater Authority (CA) - Water rate study
- U.S. Army Sudbury Annex Superfund Site (MA) - Base realignment and closure
- Walnut Valley Water District (CA) - Water rate study

John Wright CPA

PROJECT MANAGER

Senior Manager



ROLE

John will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the District's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. John will serve as the District's main point of contact for the project.

PROFILE

John has more than 25 years of professional experience in financial management and economic analysis positions involving water, wastewater, energy, and telecommunications utilities. Prior to joining Raftelis in 2010, he served as the Manager of Rate Administration at Denver Water, one of the largest and most complex municipal water utilities in the western United States. In this role, John supervised the completion of Denver Water's annual financial planning, cost-of-service, and capacity fee studies. He also served as the liaison on financial issues to Denver Water's retail and wholesale outside-city customers.

Prior to joining Denver Water, John served as a Senior Economist at the Portland Bureau of Environmental Services, a nationally recognized leader in water pollution control and sustainable stormwater management programs. He assisted in the development of the annual financial plan and was responsible for preparing the annual sewer and stormwater cost-of-service and capacity fee studies.

John has also served as a Senior Analyst at the both the Colorado and Oregon public utility commissions. His work at the Colorado PUC included testifying as an expert witness in electric power and natural gas utility rate cases. At the Oregon PUC, John specialized in telecommunications utility issues and served as an expert witness in regulatory proceedings.

Since joining Raftelis, John has served as the project manager or lead consultant for numerous water and wastewater utility consulting engagements, primarily focusing on financial planning, cost of service, rate design, and capacity fees.

KEY PROJECT EXPERIENCE

City of San Diego (CA)

The City of San Diego (City) provides retail water, wastewater, and recycled water service to approximately 1.4 million people in metropolitan San Diego.

Raftelis is currently completing comprehensive rate studies for the City's water, wastewater, and recycled water utilities. John is serving as the lead consultant on the project with the primary responsibility for: 1) completing the cost of service and rate structure analysis for the City's retail wastewater and recycled water utility operations; public presentations to the City's Independent Rate Oversight Committee; and 3) coordinating stakeholder messaging with the City's public outreach team. The City's wastewater utility system consists of two sub-systems: Municipal and Metropolitan. The Municipal sub-system is a wastewater collection and conveyance system for retail customers served within the City's

Specialties

- Cost-of-service studies
- Capacity fee studies
- Financial & economic analysis
- Public speaking and presentations
- Expert witness testimony
- Litigation support

Professional History

- Raftelis: Senior Manager (2020-present); Manager (2017-2019); Senior Consultant (2010-2016)
- Denver Water: Manager of Rate Administration (2006-2009)
- Portland Bureau of Environmental Services: Senior Economist (2004-2006)
- Public Utility Commission of Oregon: Senior Utility Analyst (2002-2004)
- Positions in the Competitive Telecommunications Industry (1997-2002)
- Colorado Public Utilities Commission: Senior Financial Analyst (1991-1997)

Education

- Master of Science in Finance - University of Colorado, Denver
- Bachelor of Science in Accounting - Metropolitan State University of Denver

Certifications

- Certified Public Accountant, State of Colorado #11959
- Series 50 Municipal Advisor Representative

Professional Memberships

- AWWA - Rates & Charges Committee, Finance Accounting & Management Controls Committee, Asset Management Committee
- WEF Utility Management Committee

jurisdictional boundaries. The water collected by the Municipal sub-system is ultimately discharged into the Metropolitan sub-system. The Metropolitan sub-system is a regional wastewater treatment and disposal system that operates under the auspices of the San Diego Metro Wastewater Joint Powers Authority (San Diego Metro). San Diego Metro provides regional wastewater treatment and disposal services to the City and 15 other participating agencies composed of municipalities and wastewater districts in the County of San Diego. These services are provided via three City-owned wastewater treatment facilities, the Point Loma Wastewater Treatment Plant, the North City Water Reclamation Plant, and the South Bay Water Reclamation Plant. Under John's leadership, the services performed by Raftelis include: 1) the analysis of the methodology used to allocate Municipal and Metropolitan subsystem operating and capital costs to the City's retail wastewater and recycled water customers; 2) and the development of a comprehensive mass balance analysis that reconciles the wastewater flow and strength loadings contributed by the City to the influent and strength loadings recorded all three City-owned wastewater treatment facilities; and, 3) the development of updated rates and charges for wastewater and recycled water service provided to retail customers.

Irvine Ranch Water District (CA)

The Irvine Ranch Water District (District) serves a 181 square mile area that includes all of the City of Irvine and portions of the cities of Tustin, Newport Beach, Costa Mesa, Orange, and Lake Forest, as well as certain unincorporated areas of Orange County. The total estimated daytime population served is approximately 600,000 people through approximately 118,000 water and 113,000 sewer connections. Raftelis is currently completing a cost of service and rate design study for the District with John serving as the project manager. The overarching objective of the Study was to conduct a comprehensive review of the methods used by the District to develop the rates it charges for water, sewer, and recycled water service in order to confirm compliance with Proposition 218 and other applicable legal requirements.

Eastern Municipal Water District (CA)

Raftelis is currently in the process of completing long-term financial planning models for the water, sewer, and recycled water operations of the Eastern Municipal Water District (District). The District provides service to a population of approximately 850,000 in Riverside County. John is serving as the project manager on this consulting engagement overseeing the development of financial planning models that allow for long-term scenario analysis over a fifteen year planning horizon.

City of Long Beach (CA)

Raftelis recently completed an analysis for the City of Long Beach (City) regarding the potential implementation of water capacity fees. John served as the project manager on this consulting assignment which included the valuation of City's water infrastructure, the identification of calculation methodologies, and the development of proposed capacity fees.

City of Coronado (CA)

The City of Coronado (City) operates a wastewater collection and conveyance system that provides services to customers located within its boundaries. The City is a member of the San Diego Metro Regional Wastewater Joint Powers Authority (San Diego Metro) and customer wastewater discharges are transported to this agency for treatment. Raftelis is currently completing a wastewater cost-of-service study for the City and John is serving as the project manager in this consulting engagement.

City of Pico Rivera (CA)

Raftelis, with John in the role of project manager, is currently serving the City of Pico Rivera as a subcontractor to the engineering firm IMEG. IMEG was retained by the City to complete master plans for the City's water, wastewater, and stormwater infrastructure. For the City's water utility, Raftelis is developing a financial plan featuring IMEG's proposed capital improvement program (CIP) expenditures, a water cost-of-service study, and alternative water rate structures. The City's wastewater collection and conveyance system is maintained by the Los Angeles County Consolidated Sewer Maintenance District (CSMD). Raftelis is currently developing financial plans that analyze the customer impacts of

IMEG's proposed wastewater CIP expenditures and whether the City should continue as a member of the CSMD. Raftelis is also assisting the City analyze the funding required to support IMEG's proposed stormwater CIP expenditures.

City of Solana Beach (CA)

The City of Solana Beach (City) operates a wastewater collection and conveyance system that provides services to customers located within its boundaries. The City is a member of the San Elijo Joint Power Authority and customer wastewater discharges are transported to this agency for treatment. Raftelis is currently completing a wastewater cost-of-service study for the City and John is serving as the project manager in this consulting engagement.

Rancho California Water District (CA)

Rancho California Water District (District) serves approximately 43,000 water and wastewater customers in Temecula, CA. The City has a sophisticated water budget rate structure that was developed by Raftelis. John is currently serving as the project manager for an update of the District's rates for FY 2021 - FY 2023.

Santa Clara County Water District (CA)

The Santa Clara Valley Water District (District) is the primary water resources agency for almost 2 million people in Santa Clara County. The District is responsible for water supply, watershed stewardship, and flood management. In 2019, the District completed an updated zone of benefit study for its groundwater management activities. Based on this updated study, Raftelis assisted the District modify its cost of service allocations to reflect this update. John served as the lead consultant on this project.

Austin Water (TX)

Austin Water (AW) provides water and wastewater service to a population of over one million in metropolitan Austin. In 2017, AW undertook a comprehensive review of its water and wastewater cost-of-service models to ensure the maximum possible equity in customer class revenue requirement determination and to aid regulatory analysis of AW's wholesale rates by the Public Utility Commission of Texas. As part of this process, John has played a lead role in the redesign of AW's water and wastewater cost-of-service models to enhance their transparency and ease of usage. He has also made numerous presentations to stakeholder groups composed of AW retail and wholesale customers.

Puerto Rico Aqueduct and Sewer Authority (Puerto Rico)

The Puerto Rico Aqueduct and Sewer Authority (PRASA) provides water and wastewater service to approximately three million people in the Commonwealth of Puerto Rico. John was a member of the Raftelis project team retained to provide an independent third-party Professional Opinion regarding operations and financial position of PRASA. The Raftelis professional opinion report was prepared in light of the on-going economic and fiscal challenges facing Puerto Rico and was specifically intended to identify opportunities for cost reductions and revenue increases to ultimately position PRASA to access capital markets. John's role in this consulting assignment was the development of financial planning models used to assess PRASA's projected financing gap without the restructuring of existing debt or the acquisition of new external debt financing.

Metropolitan Water District of Southern California (CA)

John served as the lead consultant on a project with the Metropolitan Water District of Southern California (MWD) to develop a recommended alternative rate design for the recovery of wholesale water treatment costs from MWD's member agencies. John is also assisted MWD in the economic/financial analysis of a potential regional water recycled program with the Los Angeles County Sanitation District.

City of Calgary Utilities and Environmental Protection Department (AB, Canada)

John served as the lead consultant of a comprehensive financial review of the water, wastewater and stormwater utilities operated by the City of Calgary's Utilities and Environmental Protection Department (UEP). The objective of the

financial review was to assess UEP's current and projected levels of financial risk and to make recommendations regarding how to mitigate these risks by modifying UEP's financial policies, financial management practices, governance structure, and financial management organizational structure. John's activities included conducting detailed interviews with UEP senior executives and high-level management personnel; reviewing UEP financial, engineering and planning documents; analyzing the assumptions used in UEP's long-range financial planning models; and comparing UEP financial and managerial performance to metrics to the benchmarks used by U.S. credit ratings agencies to assess the default risk of water and wastewater utility debt.

Portland Water Bureau (OR)

The Portland Water Bureau (PWB) operates a regional water supply system that delivers drinking water to approximately 950,000 people in the Portland metropolitan area. The PWB provides service to wholesale customers under the terms of a standardized wholesale water supply contract that defines the specific ratemaking methodology that must be used. Per the requirements of this contract, the wholesale rate model is subject to a comprehensive audit every five-years to determine its continued compliance with contract requirements and industry standard cost-of-service methodologies as contained in AWWA Manual M1. John served as Raftelis' lead consultant on this project and was responsible for auditing all aspects of the wholesale rate model in order to assess the appropriateness of the PWB's revenue requirement calculation for wholesale customers under the utility basis method of revenue requirement determination and the commodity-demand method of cost allocations.

Milwaukee Water Works (WI)

Milwaukee Water Works (MWW) provides water service to a population of approximately 860,000 in metropolitan Milwaukee including nine wholesale customers. Municipal utilities in the State of Wisconsin are subject to economic regulation by the Public Service Commission of Wisconsin (PSCW). Raftelis represented MWW in a litigated rate case before the PSCW (Docket No. 3720-WR-108) that was opposed by MWW's wholesale customers who account for approximately 20% of total treated water sales. John served as the lead consultant responsible for the development of a cost-of-service model filed with the PSCW. John also provided both written and oral expert testimony on cost-of-service issues including the allocation of water main costs between the retail and wholesale service functions, the provision of public fire protection services to wholesale customers, and the rate of return on rate base assets paid by outside city customers.

City of Westminster (CO)

The City of Westminster (City) is a northern suburb of Denver with a population of over 120,000. The City has a sophisticated asset management process and plans to make large capital expenditures for the repair and replacement of existing water and wastewater underground infrastructure. The City also plans to construct a new water treatment facility to enhance system reliability. John served as the project manager for a comprehensive consulting engagement with the City that includes the development of water and wastewater utility financial plans, the completion of water and wastewater cost-of-service and capacity fee studies, and the development of alternative water and wastewater rate designs. John continues to serve the City on water and wastewater financial issues on an on-call consulting basis.

East Larimer County Water District (CO)

The East Larimer County Water District (District) provides water service to approximately 9,000 customer accounts in Fort Collins, CO. In 2018, John served as the project manager who led the completion of a financial plan, cost of service, and capacity fee study for the District. As part of the project, Raftelis developed a new rate structure that was adopted and successfully implemented by then District.

Boxelder Sanitation District (CO)

The Boxelder Sanitation District (District) serves approximately 6,000 customer accounts in Fort Collins, CO. John served as the project manager who led the successful completion of a capacity fee study and financial plan update for the District.

Ken Caryl Ranch Water and Sanitation District (CO)

The Ken Caryl Ranch Water and Sanitation District (District) is serves approximately 6,000 customer accounts in the southwest portion of metropolitan Denver. The District purchases water supplies from Denver Water and wastewater treatment services from the South Platte Water Renewal Partners. John served as the project manager for a study that included financial planning, a cost of service study, and modifications to the District's inclining TIER water rate design.

Soldier Canyon Water Treatment Authority (CO)

The Soldier Canyon Water Treatment Authority (Authority) provides wholesale water treatment services to three retail water districts in northern Colorado. The Authority was initially jointly owned by these three districts. In 2017, the Authority was created as a separate and distinct entity that required the development of a new long-range financial plans and rate structures. John served as the project manager responsible for conducting the study.

Left Hand Water District (CO)

The Left Hand Water District (District) serves approximately 7,000 customer accounts in Boulder County, CO. John served as the project manager responsible for updating the District's financial planning, cost allocation and rate design model. He also helped the District develop a pricing tool to analyze how the cost of short-term leases of water supplies would impact the District's capacity fee calculation.

Fort Collins Loveland-Water District (CO)

The Fort Collins-Loveland Water District (District) serves approximately 17,000 water service customers in the City of Fort Collins, CO and surrounding areas. In 2018, John served as the project manager who led a water rate study for the District that included the development of a financial plan and long-term capital financing strategy for the District's share of the costs for the Northern Integrated Supply Project (NISP). NISP will provide up to 40,000 acre feet of additional water supplies to 15 water agencies in northern Colorado. The District's share of NISP is 3,000 acre feet at an estimated cost of approximately \$75 million. Traditionally, the District has used the same volumetric rate structure to bill all customer classes. Raftelis conducted a cost of service study and recommended the development of customer class specific rate structures that were implemented by the District in 2019. Raftelis also developed a new tap fee assessment schedule for single family residential customers based on gross lot size. This new assessment schedule was implemented by the District in September 2018. As part of the rate study, Raftelis developed a comprehensive strategic communications strategy for outreach to key stakeholders on financial planning, cost of service and rate design issues.

South Fort Collins Sanitation District (CO)

The South Fort Collins Sanitation District (District) operates a 5 MGD wastewater treatment facility and serves approximately 14,000 customer accounts on the eastern side of the City of Fort Collins, CO. In 2018, John served as the project manager for a consulting engagement that included the completion of a financial plan, cost of service study and capacity fee update. Key issues faced by the District that were addressed by Raftelis included whether the current residential flat rate structure should be converted to volumetric rates and whether multi-family and single family residential capacity fees should reflect different estimated discharge volumes.

Prosper Coordinating Metropolitan District (CO)

Prosper Coordinating Metropolitan District (District) in Arapahoe County is a greenfield 5,100-acre master planned development located in unincorporated Arapahoe County, east of Aurora, CO. At buildout, the District is envisioned to feature 9,000 housing units and over 8 million square feet of mixed use non-residential development. John served as the

project manager responsible for developing the initial financial plans, capacity fees, and rate designs for the District's water and wastewater utilities. John also assisted the District on financial planning and capacity fee issues related to its acquisition of long-term renewable water supplies.

City of Norman (OK)

The City of Norman (City) retained the services of Raftelis to update the water and wastewater capacity fees paid by developers and assist in the development of a long-term CIP financing strategy for the City's water, wastewater and planned future reuse water options. John served as the project manager on this consulting engagement.

City of Chandler (AZ)

John served as the project manager for a cost-of-service study update of the potable water, reuse water, and wastewater services provided by the City of Chandler (City). The City's water supply includes underground aquifers augmented by a large scale aquifer storage and recovery program, purchases from the Central Arizona Project and exchanges with the nearby Gila River Indian Reservation. The City's water and wastewater supply infrastructure must not only meet State of Arizona and U.S. EPA requirements, but the exacting standards imposed by large semiconductor manufacturing facilities located in the City.

City of Thornton (CO)

John served as the project manager for a financial planning and cost-of-service study consulting engagement with the City of Thornton (City). The City, located in the fast growing northern suburbs of metropolitan Denver, currently provides water service for a population of 125,000 with a projected service territory population of approximately 250,000 at full system build-out. The City plans to invest approximately \$560 million in new water resource and treatment facilities over the next fifteen years to meet this projected long-term demand growth. As part of the consulting engagement, John assisted in the development of a long-range financial plan and updated capacity fees in addition to performing a comprehensive cost-of-service study.

Strathcona County (AB, Canada)

John served as the project manager and lead consultant on water and wastewater utility cost-of-service study engagements with Strathcona County (County), Alberta. The County is located in a fast growing region located east of Edmonton, Alberta that includes urban, suburban, and rural land use areas. The County provides differing levels of retail water and wastewater service to customers in each land use area. The County, which purchases its water supplies from the City of Edmonton, also serves four different wholesale water customers. As part of the water cost-of-service study, John developed cost allocations and customer class demand ratios that allowed the County to consolidate its retail water customer classes while maintaining rate equity and the adherence to industry cost-of-service principles. The County's wastewater utility provides wastewater collection and conveyance services to its retail customers. Wastewater discharges from these customers are conveyed to treatment facilities operated by the City of Edmonton and the Alberta Capital Region Wastewater Treatment Commission. As part of the wastewater cost-of-service study, John assisted in the development of a new rate design applied to residential wastewater customers in the County's urban and suburban land use areas.

Town of Prescott Valley (AZ)

John served as the lead consultant responsible for updating the Town of Prescott Valley's (Town) non-utility development impact fees to comply with new State of Arizona statutory requirements. In this capacity, John assisted the Town develop the land use assumptions and infrastructure improvement plans supporting its proposed transportation, public safety, parks and recreation, and library impact fees. John also calculated the residential and non-residential development impact fee assessment schedules adopted by the Town for each of the above referenced service categories.

City of Corvallis (OR)

John served as the project manager on a cost-of-service consulting engagement with the City of Corvallis (City). The City's water rate structure includes separate inclining block rate designs for its single-family residential, multi-family residential, commercial, and irrigation rate classes. As part of the consulting engagement John completed a comprehensive cost-of-service study that resulted in a significant revenue requirement reallocation between each customer classes to reflect the maximum day and maximum hour loads they impose on the City's water system. John's cost-of-service recommendations were fully and successfully implemented by the City without the use of a multiyear transition to cost-of-service-based rates.

City of Wichita (KS)

John served as the lead consultant water and wastewater cost-of-service study for the City of Wichita (City). The City operates water and wastewater utilities that serve approximately 140,000 customers with combined annual revenues of more than \$100 million. Key challenges faced by the City included ensuring adequate funding for major capital improvements in water supply infrastructure that are forecast to cost more than \$400 million over the next 10 years and the need to reduce the water rate revenue volatility associated with the conservation-oriented demand management rate structure. John prepared long-range financial plans for the City's water and wastewater utilities; conducted water and wastewater cost-of-service studies; modified the forecast base and peak demand costs recovered in each consumption block of the water rate structure; and developed a modeling tool that allows monthly comparisons of budgeted versus actual water and wastewater rate revenues.

City of Naperville (IL)

As lead consultant on a consulting engagement with the City of Naperville's Department of Public Utilities (City), John prepared cost-of-service rate studies for the City's water and wastewater utilities. The City was confronted by the challenges of deficit cash reserve balance in its utility operating fund, rapidly escalating purchased water costs, and the need to make significant capital investments in its wastewater treatment facilities to meet regulatory requirements. As part of this engagement, John developed a water rate structure that separately identified purchased water costs, assisted in the review of a large wholesale wastewater service contract, and the review of the depreciation rates used by the City for water and wastewater infrastructure.

PROFESSIONAL EXPERIENCE

Denver Water: Manager of Rate Administration (2006-2009)

Management position supervising three rate analysts and reporting to the Director of Finance at a municipal water utility serving over 1.3 million people.

- Supervised preparation of Denver Water's annual 10-year financial plan including the coordination of inputs from the water resource planning, engineering, budgeting, and treasury functions
- Supervised preparation of the annual cost-of-service, capacity fee, and miscellaneous fee studies
- Provided corporate finance/economic analysis support for capital investment decisions, integrated resource planning, reclaimed water system expansion, and raw water operations
- Managed relationships with Denver Water's wholesale customers and outside city retail water distributors
- Extensive public speaking and presentation experience before the Denver Water Board of Commissioners and external stakeholder groups

Portland Bureau of Environmental Services: Senior Economist (2004-2006)

Economic analysis position reporting to the Director of Business Services at a municipal utility wastewater utility serving over 500,000 people.

- Assisted in the preparation of the annual wastewater and stormwater utility financial plans
- Prepared the annual wastewater and stormwater cost-of-service and capacity fee studies
- Developed solid waste and recycling rates for the Portland Office of Sustainable Development

- Developed pricing for services provided by the Bureau of Environmental Services' water pollution control laboratory
- Presentations before the City of Portland's Public Utility Review Board

Public Utility Commission of Oregon: Senior Utility Analyst (2002-2004)

Specialist in telecommunications industry financial, economic, and public policy issues at a state regulatory agency.

- Testified as an expert staff witness in regulatory proceedings related to incumbent local exchange carrier access charges, interexchange carrier credit quality, and wireless carrier high cost funding
- Developed financial models to analyze telecommunications utility cost allocations and rate structures including incumbent local exchange carrier unbundled network element pricing
- Financial advisor to the Oregon Universal Service Fund which provided over \$50 million annually to support the availability of telecommunications services in rural Oregon

Positions in the Competitive Telecommunications Industry (1997-2002)

Senior financial analyst at Electric Lightwave, Inc. (Vancouver, WA) and Marketing Analyst at WCI Cable, Inc. (Hillsboro, OR).

- Developed pricing for high capacity fiber optic services (DS3 - OC193) in terrestrial, submarine and metropolitan-area networks
- Developed financial models and business cases to analyze network infrastructure expansions and proposed acquisitions
- Developed pricing for Indefeasible Rights of Use (i.e., long-term leases) for dark and lit fiber optic capacity in amounts up to \$30 million

Colorado Public Utilities Commission: Senior Financial Analyst (1991-1997)

Specialist in energy utility financial, economic, and public policy issues at a state regulatory agency.

- Testified as an expert staff witness in Public Service Company of Colorado and San Miguel Power Association rate cases
- One of three staff members selected by the Colorado PUC Commissioners to the first independent team of litigation support advisors in agency history
- Advisor to the Colorado PUC Commissioners on electric power and natural gas utility rate cases, integrated resource planning, and electric power retail deregulation issues
- Participated in the development of electric power utility integrated resource planning rules requiring competitive bidding for new resources, the submission of alternative resource portfolios, and the use of discounted cash flow techniques to estimate ratepayer impacts
- Served as liaison to the Clinton Administration's Council on Sustainable Development representing former Colorado PUC Commissioner Christine Alvarez
- Author of Colorado PUC staff comments on proposed Federal Energy Regulatory Commission rules for open access electric transmission (FERC Order No. 888) as published in the National Regulatory Institute Bulletin, Volume 17, No. 1.

EXPERT WITNESS TESTIMONY

- **Public Service Commission of Wisconsin - Milwaukee Water Works (Docket No. 3720-WR-108)**. Filed direct and rebuttal testimony, on behalf of Milwaukee Water Works, on wholesale water service cost allocation and public fire protection issues. Provided oral testimony under oath before a Wisconsin PSC Administrative Law Judge. Subject to hostile cross-examination by legal counsel representing the Wisconsin PSC, wholesale customer intervenors, and Miller-Coors.
- **Oregon Public Utility Commission - CenturyTel of Oregon (Docket No. UT 154)**. Filed direct testimony on, on behalf of the Oregon PUC staff, incumbent local exchange carrier access charges and interexchange carrier credit

quality. Provided oral testimony under oath before an Oregon PUC Administrative Law Judge. Subject to hostile cross-examination by legal counsel representing AT&T, Sprint, and WorldCom.

- **Oregon Public Utility Commission - United States Cellular Corporation (Docket Nos. UM-1083 and UM-1084).** Filed direct testimony, on behalf of the Oregon PUC staff, on the applications of United States Cellular Corporation and RCC Minnesota, Inc., to be designated as Eligible Telecommunications Carriers authorized to receive support from the Federal Communications Commission's Universal Service Fund. Provided oral testimony under oath before an Oregon PUC Administrative Law Judge. Subject to hostile cross-examination by legal counsel representing US West.
- **Colorado Public Utilities Commission - Public Service Company of Colorado (Docket No. 93S-001EG).** Filed direct testimony, on behalf of the Colorado PUC staff, on the proposed test-year revenue requirements of the electric and gas utility operations of Public Service Company of Colorado (PSCO, now operating as Xcel Energy). Testimony included the integration of the assets acquired from the Colorado-Ute Rural Electric Association in the PSCO rate base and the recovery of costs associated with a new PSCO utility billing system. Provided oral testimony under oath before the Colorado PUC Commissioners *en banc*. Subject to hostile cross-examination by legal counsel representing PSCO, the Colorado Office of Consumer Counsel, the Land and Water Fund of the Rockies, and municipal and industrial intervenors.
- **Colorado Public Utilities Commission - San Miguel Power Association (Docket No. 93A-211E).** Filed direct testimony, on behalf of the Colorado PUC staff, on the proposed test-year revenue requirements and electric rates of the San Miguel Power Association (SMPA). Provided oral testimony under oath before the CPUC Commissioners *en banc*. Subject to hostile cross-examination by legal counsel representing SMPA and Colorado Office of Consumer Counsel.

PROJECT LIST

- Box Elder Sanitation District (CO) – Financial planning and capacity fees
- City of Corvallis (OR) – Water and wastewater financial planning, cost of service, and rate design
- City of Calgary Utilities and Environmental Protection Department (AB, Canada) – Comprehensive financial risk assessment of water, wastewater, and stormwater utilities
- City of Chandler (AZ) – Water and wastewater cost of service and rate design
- East Larimer County Water District (CO) – Water financial planning, cost of service, rate design and capacity fees
- Fort Collins Loveland-Water District (CO) – Financial planning, cost of service and rate design
- Ken Caryl Ranch Water and Sanitation District (CO) – Water and wastewater financial planning, cost of service and rate design
- Left Hand Water District (CO) – Financial model update and capacity fees
- Metropolitan Water District of Southern California (CA) – Potential rate structure alternatives for the recovery of wholesale treatment costs
- Milwaukee Water Works (WI) – Expert witness testimony in a rate case proceeding at the Public Service Commission of Wisconsin
- City of Naperville (IL) – Water and wastewater financial planning, cost of service, and rate design
- City of Norman (OK) – Water and wastewater capacity fees
- Portland Water Bureau (OR) – Audit of wholesale rate model
- Prescott Valley (AZ) – Non-utility impact fee study
- Rancho California Water District (CA) – Water cost of service and rate update
- City of San Diego (CA) – Water and wastewater financial planning, cost of service, and rate design
- Santa Clara County Water District (CA) – Groundwater zone of benefit cost of service study
- Puerto Rico Aqueduct and Sewer Authority (PR) – Review of financial planning forecasts
- Soldier Canyon Water Treatment Authority (CO) – Financial planning and rate design

- South Fort Collins Sanitation District (CO) – Financial planning, cost of service, and rate design
- Strathcona County (AB, Canada) – Water and wastewater financial planning, cost of service, and rate design
- City of Thornton (CO) – Water financial planning, cost of service and rate design
- City of Westminster (CO) – Water and wastewater financial planning, cost of service, and rate design study
- City of Wichita (KS) – Water and wastewater financial planning, cost of service, and rate design

PUBLICATIONS

- “Financing and Charges for Wastewater Systems,” WEF Manual of Practice No. 27 Second Edition, 2018
- “Principles of Water Rates, Fees and Charges,” AWWA Manual M1, Sixth and Seventh Edition, 2012 and 2017
- “Water Utility Capital Financing,” AWWA Manual M29, Fourth Edition, 2017
- “AWWA Asset Management Definitions Guidebook,” Version 1.0, 2018
- “WEF Effective Water Professional,” First Edition, 2015
- “WEF User-Fee Funded Stormwater Programs,” Second Edition, 2013
- “WEF The Energy Roadmap: A Water & Wastewater Utility Guide to More Sustainable Energy Management,” First Edition, 2013
- “Water and Wastewater Finance and Pricing, The Changing Landscape,” CRC Press, Fourth Edition, 2015

PRESENTATIONS

- "Developing a Financial Plan to Support Deferred Maintenance Funding," AWWA/WEF Utility Management Conference, 2019
- "Water System Development Charges Tailored to Land Use," AWWA/WEF Utility Management Conference, 2019
- “Utility Financial Risk Assessment - The Calgary Experience,” AWWA Annual Conference, 2017
- “Water Profession: Current Issues and Future Challenges,” Guest Lecturer at the University of Colorado-Boulder, Civil Engineering Class No. 5574, 2017 and 2018
- “Community Involvement Committees from a Municipal Utility Perspective,” Colorado GFOA Conference, 2016
- “Securing Thornton’s Water Future,” RMSAWWA/RMWEA Annual Joint Conference, 2015
- “Financial Strategies to Prepare for the Next Economic Crises,” AWWA Annual Conference, 2014
- “Weathering Economic Crises: Creating a Resilient Financial Plan for Your Utility,” AWWA Webinar, 2014
- “Wichita Water Utilities Financial Restructuring,” KWEA/KAWWA Annual Joint Conference, 2013
- “Capital Planning - A Business Case Process,” AWWA Annual Conference, 2013
- “Declining Revenues and Your Rate Structure,” AWWA Annual Conference, 2012

Nick Kennedy

STAFF CONSULTANT
Associate Consultant

ROLE

Nick will work at the direction of John in conducting analyses and preparing deliverables for the project.

PROFILE

Nick is an Associate Consultant based in the Los Angeles office with a professional background in sustainable community development and data analysis. He holds a BS in Environmental Economics with a focus in Business Sustainability from Ohio State University. Nick joined Raftelis after graduating in December 2020.

KEY PROJECT EXPERIENCE

City of Hollister (CA)

The City of Hollister (City) engaged Raftelis in 2021 to conduct a comprehensive water and wastewater cost-of-service and rate study as well as a capacity fee study for the water and wastewater utilities. Nick served as an associate consultant on the project and was the lead analyst for the wastewater cost-of-service, rate study, and capacity fee study. The rate study required Raftelis to develop wastewater rates that would keep reserves in a healthy position while still providing fair and equitable rates to wastewater customers.

Padre Dam Municipal Water District (CA)

Padre Dam Municipal Water District (PDMWD) engaged Raftelis in 2021 to complete a comprehensive cost of service and rate study for their potable, recycled, and sewer enterprises as well as establishing an updated fully burdened hourly rate and creating a miscellaneous fee calculator for District use. Nick served as an associate analyst on the project and assisted in the development of rates for all three enterprises. Nick served as the lead analyst in creating an updated fully burdened hourly rate and creating the miscellaneous fee calculator.

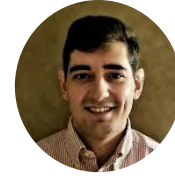
PROJECT LIST

- City of Hollister (CA) – Wastewater rate study
- Padre Dam Municipal Water District (CA) – Water, recycled, and wastewater rate study
- Mesa Water District (CA) – Cost comparison study
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RELEVANT PROFESSIONAL EXPERIENCE

City of Columbus Department of Development Intern (OH)

Nick served as a Department of Development intern with the City of Columbus (City). He collaborated within the City's government as well as other cities across the country. Nick led process reviewing recent updates to zoning codes in similar cities in the United States and making recommendations for the City moving forward, specifically pertaining to sustainable and equitable development. Research was also done to compare the City's waste reduction goals compared to other cities. Recommendations were made and implemented into the Office of Sustainability's 2030 Waste Reduction Plan.



Specialties

- Environmental Economics
- Community Development
- Business Sustainability

Professional History

- Raftelis: Associate Consultant (2021-Present)
- City of Columbus: Department of Development Intern (2020-2020)
- Brightview Enterprise Solutions: Data Analytics Intern (2020-2020)

Education

- Bachelor of Science in Environment, Economy, Development, and Sustainability – Ohio State University (2020)

Brightview Enterprise Solutions: Data Analytics Intern (OH)

Nick served as a data analytics intern with Brightview Enterprise Solutions in New Albany, OH. He worked across all business fronts in the company, including the Finance, Client Analytics, and Data Analytics teams. Nick created an annual breakdown within the Client Analytics team for one of the company's largest clients and made recommendations on where money is best spent in future years based off the historical data. He assisted the Finance department in billing clients and paying vendors, as well as ensuring data quality. Nick used GIS applications to map out properties. He also created a dashboard for executive leadership to universally track KPI's across different clients within the Data Analytics department.

Sarah Wingfield

STAFF CONSULTANT

Associate Consultant



ROLE

Sarah will work at the direction of John in conducting analyses and preparing deliverables for the project.

PROFILE

Sarah is a recent graduate from Georgetown University with a range of academic and professional experience in water resources management. Through her work with the California Data Collaborative and the Latitude Zero Ecuador Research Initiative, Sarah has developed a broad knowledge of analytical methods, as well as management approaches and legislation relevant to rate implementation and utilities management. Sarah's work on *Challenges to Water Management in Ecuador: Legal Authorization, Quality Parameters, and Socio-Political Responses* was recently published in the open-access journal, *Water*.

KEY PROJECT EXPERIENCE

Padre Dam Municipal Water District (CA)

Padre Dam Municipal Water District is currently updating its financial model and cost allocation system to evaluate different CIP scenarios, reserve policies, a comprehensive rate study, debt issues, and other financial/rate matters. The District has recently established two significant capital improvement projects and is in the process of developing advanced purification programs for its recycled water utility. Sarah is currently working with the District and Raftelis team staff to design the 2022 update to the financial and cost allocation models for the District's sewer, potable, and recycled utilities.

City of Orange (CA)

The City of Orange is currently updating its 2015 financial model (also conducted by Raftelis) to evaluate different water demand factors, reserve policies, and other financial/rate matters. With Raftelis' help, the City recently implemented a new rate structure and is now working to understand the long-term impacts to the City's financial health and customer affordability. Sarah is currently working with the City and Raftelis team staff on completing the 2021 update.

California Data Collaborative Communications and Marketing Intern (CA)

Sarah served as the Communications and Marketing intern with the California Data Collaborative (CaDC). Sarah worked directly with water utilities agencies and academics to analyze and describe the impacts of new legislation on water allocation and conservation in California. These provided valuable resources for water agencies to adapt their data collection and analytical methods and improve operations in their service areas.

Latitude Zero Ecuador Research Initiative Research Assistant (Ecuador)

Sarah served as a Research Assistant in the Latitude Zero Ecuador Research Initiative (LOERI) Environmental Engineering Lab at the Universidad de San Francisco in Quito, Ecuador. Sarah collaborated with several USFQ-affiliated researchers to develop a comprehensive study of the Ecuadorian water and wastewater system. Sarah's work was recently published in the open-access journal, *Water*, and provides a unique perspective to her work in the water sector.

Specialties

Professional History

- Raftelis: Associate Consultant (2021-present)
- California Data Collaborative: Communications and Marketing Intern (2020-2021)
- Latitude Zero Ecuador Research Initiative: Research Assistant (2019-2021)

Education

- Bachelor of Science in International Affairs - Georgetown University (2021)

Gina DePinto APR

PUBLIC OUTREACH ADVISOR Manager

ROLE

Gina will provide input and guidance as a Public Outreach Advisor for the outreach components of this project.

PROFILE

Gina is an award-winning and accredited public relations professional with more than 34 years of experience and leadership in crisis communications, community outreach, advocacy, stakeholder engagement, marketing, and media relations in the public and private sectors. Gina's leadership experience includes communications program management for \$2 billion in public transportation and water infrastructure projects, including the Port of Long Beach Gerald Desmond Bridge Replacement Project and the Orange County Groundwater Replenishment System. The GWRS has been covered by international media including National Geographic, Wall Street Journal, New York Times, BBC, CNN, and NPR to name a few. Prior to joining Raftelis, Gina served the residents of Santa Barbara County as the first executive Communications Manager in the County of Santa Barbara's 171-year history. She advised the County Executive Team on strategic communications programs, crisis communication, media relations, issues management, internal communications, branding and culture change. During her tenure, the County Emergency Operations Center was activated 15 times and included two federally declared disasters, a global pandemic, and two mass casualty incidents. Born and raised in Phoenix, Arizona, DePinto served as public information officer for the city of Phoenix, public relations director for Farnam Companies, Inc. (animal health and pet products), and coordinated publicity for Olympic and World Champion figure skater Dorothy Hammill prior to relocating to California. Gina has a bachelor's degree in organizational communication from Arizona State University and is accredited in public relations from the Public Relations Society of America. Gina is currently a member of the California Association of Public Information Officials (CAPIO), Public Relations Society of America (PRSA), and the California Gold Coast Chapter of PRSA.

KEY PROJECT EXPERIENCE

Crisis Communications and Disaster Response
(Santa Barbara County, CA)

One month after being recruited by the County of Santa Barbara (County) to serve as its first executive Communications Manager, a wildfire began on the Gaviota Coast. Without a central communications structure in place, Gina pulled together and led a team of employees through a nine-day activation of the County Emergency Operations Center/Joint Information Center to issue 24/7 critical timely and accurate information. The fire forced evacuations for people, pets and livestock, and intermittent closures of Hwy 101, CA State Route 1, and regional



Specialties

- Strategic communications planning
- Crisis & risk communications
- Reputation management
- Stakeholder engagement
- Media relations & media training
- Development & oversight of earned social and paid media
- Writing, copyediting, script writing
- Collateral development and art direction
- Branding and marketing
- Public speaking

Professional History

- Raftelis: Manager, Strategic Communications (2022-present)
- County of Santa Barbara: Communications Manager (2016-2022)
- Westbound Communications: Account Director (2013-2016)
- Orange County Water District: Communications Specialist (2006-2013)
- Bylines Public Relations & Marketing: Owner/Principle (1996-2006)
- Farnam Companies: Public Relations Director (2000-2003)
- City of Phoenix: Public Information Officer (1998-2000)
- Martz Goldwater Public Relations: Senior Account Executive (1996-1997)
- Dorothy Hammill's Ice Capades: Marketing Manager & Publicist (1993-1995)

Education

- Accredited in Public Relations – PRSA (2013)
- Bachelor of Arts in Organizational Communication - Arizona State University (1987)

Professional Memberships

- Public Relations Society of America
- California Association of Public Information Officials

and interstate passenger trains and freight service. Two months later, another fire burned near the Santa Ynez Valley and Cachuma Lake impacting a busy commuter route. Gina initiated custom bilingual emergency messaging across all communication channels, which is now the standard in California. Over nearly six years, Gina developed bilingual communication strategies for 15 extended emergencies including two federally declared disasters, a global pandemic, and two mass casualty incidents: the Montecito 1/9 debris flow and “Conception” dive boat tragedy, California’s worst maritime accident. The back-to-back fire and debris flow disasters in December 2017 and January 2018 necessitated staffing the JIC for seven continuous months to issue public information on preparedness, recovery and rebuilding; a 16-month Local Assistance Center; and long-term Recovery Strategic Plan for Montecito.

Crisis Communication Messaging and Media Training (Santa Barbara County, CA)

Gina developed a crisis communication plan, key messaging, Q&A, and media spokesperson training for two separate high-profile issues at the County of Santa Barbara (County): a \$40 million pension rebalance and \$2 million embezzlement in the Public Works Department. For the media training, Gina and a media training consultant provided off and on-camera guidance where participants learned how to bridge, flag and deflect. Participants were filmed so they could apply what they learned in mock, on-camera interviews. For the pension rebalance, employees were engaged through a series of face-to-face meetings with the executive and budget teams to address questions and concerns. The pension rebalance program ultimately led the County to embark on a 5-year transformation initiative and strategic plan called Renew 2022. Following the embezzlement, process improvements were implemented, and Gina developed messaging and collateral for a whistleblower program overseen by the County Auditor’s Office.

Corporate Strategic Planning (Santa Barbara County, CA)

In 2017, the County of Santa Barbara embarked on a five-year initiative to transform how County government does its work. The Renew 2022 initiative originated with an internal strategic organizational plan in 2015, followed by the Budget Rebalance effort in 2016, which was intended to address significant pension costs increases. Recognizing that the pressures and challenges the County faces were unlikely to abate in the near term, Renew ‘22 seeks to build the County’s capacity for innovation and continuous improvement through organizational transformation. The importance of this need was fortified after the Thomas Fire and Montecito debris flow disasters and most recently the COVID-19 pandemic. Quarterly and annual reporting to the Board, employees and the public provided an overview of the County’s continuing progress toward achieving “big picture goals” and other Renew ‘22 initiatives. The transformation was not limited to a re-evaluation and re-tooling of how and what the County does; it sought to empower change, improve operations, develop sustainable revenue strategies, prepare the next generation of leaders, and refocus on customer service including multicultural and equitable public outreach – all in alignment with the priorities set by the community and the Board of Supervisors. In her role at the County, Gina was a member of the executive decision-making team and developed a comprehensive Communications and Engagement Plan, along with a “mission-vision-values” campaign to communicate the County’s commitment to Renew ‘22 and its core values and behaviors that were defined and honed through the strategic planning process, employee surveys, and department leadership workshops. Deliverables included a messaging platform, fact sheets, video presentations, employee and public presentations, employee feedback surveys, logo development and branding guide, and four sessions of a one-day custom leadership development seminar scripted by Gina that was offered to 300 middle managers.

Infrastructure Outreach and Communications (Port of Long Beach, CA)

As Account Director at Orange County-based Westbound Communications, Gina led a team of six practitioners to design and manage the communication strategy for the \$1.8 billion Port of Long Beach Gerald Desmond Bridge Replacement Project, one of the largest and most significant highway infrastructure projects in California. Roughly 15 percent of the nation’s waterborne cargo is trucked over it, and the bridge is a critical access route for commuters between the Port of Long Beach (Port), downtown Long Beach and surrounding communities. The new bridge supplants an old one in dire need of replacement and is the centerpiece of the Port’s \$4 billion capital improvement plan. At 205 feet above the shipping channel, the new cable-stayed bridge is 50 feet higher than the old bridge, thus enhancing the Port’s capacity

to handle today's larger cargo ships. The Port established a unique design-build project team headquarters where the contractor, traffic engineers, Caltrans inspectors, construction managers and communications worked side-by-side to enhance collaboration and decision making.

Infrastructure Outreach and Communications Mobile App (Port of Long Beach, CA)

The challenges of a seven-year transportation construction project replete with long-term road closures, detours and congestion required clear communication and solid relationships with a broad spectrum of audiences and media. The comprehensive outreach plan to update stakeholders at every phase of the project included development of a content-rich website and mobile application to deliver real-time information directly to app customers. The app provided traffic conditions, construction updates, links to social media and live cameras, and bilingual audio reports to deliver hands-free updates to professional truck drivers and commuters. The app quickly became an important tool to reach stakeholders and build loyalty by keeping them informed through this highly visual and easily accessible new media platform. Within months of launching the app it was featured as a successful communications case study in PR Week magazine.

Infrastructure Outreach and Communications For Reuse Project (Orange County, CA)

Gina led communications and outreach for the world's largest advanced water purification system for potable reuse. While Orange County's Groundwater Replenishment System (GWRS) is one of the most celebrated civil engineering and water reuse projects in the world, its success is equally recognized for the robust strategic public engagement and outreach program. In the early 2000s, public opposition had prevented or shuttered similar water reuse projects in Los Angeles and San Diego, but Orange County's (County) system earned the public's trust and overwhelming support. The strategic communications plan included a support letter campaign, citizens advisory group, multicultural outreach, media outreach, speaker's bureau, and facility tour program with technology demonstrations and water tasting. To date, the GWRS has never been publicly opposed. Initially producing 70 million gallons of purified water per day in 2012, the GWRS final expansion will increase capacity from 100 MGD to 130 MGD, enough to secure water reliability for more than 1 million people.

Water Education and Outreach Program Development (Orange County, CA)

Community engagement is important to educate and inform stakeholders about critical and emerging issues. While leading strategic communications at the Orange County Water District (OCWD), Gina was engaged with planning and directing content, and engaging partners and sponsors for several signature events to engage generational audiences about regional and state water resources and supplies, water efficiency and environmental sustainability. Key partners and sponsors include The Walt Disney Company, National Geographic, Wyland Foundation, UC Irvine, UCLA, NASA JPL, USGS, National Water Research Institute, California Department of Water Resources, and others to support events like the annual O.C. Water Summit, Children's Water Education Festival, and the Groundwater Adventure Tour. The Water Summit brings together academics, business professionals, elected officials, and water industry representatives to talk about water issues, projects, and emerging technologies in a dynamic forum atmosphere. The Children's Water Education Festival is the largest of its kind in the U.S. reaching 7,000 elementary students annually with interactive presentations that complement or expand upon subject matter taught in California elementary schools and adhere to Next Generation Science Standards. OCWD's all-day Groundwater Adventure Tour takes participants to its H2O Learning Center, Groundwater Replenishment System, Advanced Water Quality Assurance Laboratory, downstream Anaheim Recharge Basins, and upstream Prado Wetlands in Riverside County.

Stakeholder Engagement Program (County of Santa Barbara, CA)

In 2016, recreational cannabis was overwhelmingly approved by voters in Santa Barbara County (County), but it remains a controversial and divisive land use, water, agriculture, and environmental issue. Gina led proactive and transparent outreach to ensure all stakeholders were engaged throughout the ongoing development of the permitting and licensing ordinance that included more than 100 public meetings. In 2018, the County Board of Supervisors voted to limit retail storefront licenses to no more than six total countywide. For the industry, six was not enough and securing a license

would be competitive. For many community members, six were six-too-many. Gina developed an outreach program to address the challenge of creating a fair and legal process for retail storefront operators to apply for a license while also ensuring the community had every opportunity to provide input and address questions and concerns about security, traffic, parking, odor, and proximity to schools, daycare, and youth sports. Six in-person community engagement meetings were replaced with virtual meetings due to the COVID-19 public health emergency at a time when using Zoom was new, uncomfortable, and seen as a barrier to participation by those who preferred in-person meetings. The objective was to create as many ways as possible to engage and inform the community leading up to and long after the series of virtual meetings. Tactics included interactive maps, bilingual videotaped presentations available on the website ahead of the meetings, FAQs and a Zoom how-to guide, custom email and business hours phone access, videos of the meetings including public comment, and a neighborhood compatibility survey. The cannabis retail storefront outreach program was recognized by the California State Association of Counties with a 2021 Infrastructure Challenge Award. Out of 433 entries, only 21 Challenge Awards were distributed.

Stakeholder Engagement for Groundwater (Orange County Water District, CA)

As the agency responsible for managing the groundwater basin, the Orange County Water District (OCWD) initiated the South Basin Groundwater Protection Program (SBGPP) to detect the location, size and source of groundwater contamination after levels of volatile organic chemicals and perchlorate that exceeded the maximum contaminant level allowed by the California Department of Public Health were detected in drinking water wells. Orange County's groundwater basin is the source of 75 percent of the drinking water for 2.4 million people. To measure the direction and speed of the migrating contamination, OCWD planned to construct six new monitoring wells. Gina developed and managed the construction outreach plan to build support from municipal leaders and assure residents that while their drinking water was safe, construction of the monitoring wells was needed to protect the deep aquifer and assure future water supplies. Construction impacts to businesses and residents required an outreach plan to determine potential impacts, mitigation efforts, and methods to communicate with stakeholders. Outreach tactics included written materials, face-to-face communication, and community meetings with maps, pictures, visuals and experts to address questions. The successful outreach program achieved 100% support of the program from all municipal partners, no public opposition, 80% acceptance from businesses and residents, and laid the foundation for the construction phase of extraction wells, pipeline and treatment facility.

Habitat Restoration Communications and Engagement (Phoenix, AZ)

Gina developed the initial strategic communications and engagement plan for the Rio Salado Habitat Restoration Project to restore the native wetland and riparian habitats of the Salt River, replacing what had become a waste disposal area with an ecosystem supporting both flora and fauna. Gina guided a multi-disciplinary team of city employees through a discovery and planning process to assure key stakeholders were informed of the project and opportunities to provide input into the design. Gina also guided the production and dissemination of bilingual information about the project.

Strategic Media Relations for Groundwater (Orange County, CA)

Gina drove media relations for Orange County's Groundwater Replenishment System (GWRS) interfacing with national and international broadcast, print and online journalists. As the world's largest water reuse project of its kind, the GWRS was covered extensively by broadcast and print media including The Wall Street Journal, New York Times, Time, National Geographic, USA Today, The Economist, Der Spiegel (Germany), Christian Science Monitor, Discovery Channel, CNN, NBC News and NPR. GWRS water was featured in the 2011 water documentary, "Last Call at the Oasis" written by Alex Prud'homme and directed by Oscar-winning documentarian Jessica Yu. In a National Geographic story about California's water supply crisis (April 2010), the GWRS opened and closed the article with the quote about the ultra-pure recycled water tasting like "California's future." Following the publication, a National Geographic Vice President of Communications said of Gina's efforts that, "Nobody pitches 'National Geographic,' but somehow you found a way." Gina also initiated relationships with National Geographic "Emerging Explorer" Alexandra

Cousteau, and EarthEcho International founded by Philippe Cousteau. The GWRS is featured in EarthEcho's educational book series called "Going Blue."

Results Driven Marketing and Media Relations (Phoenix, AZ)

As the Public Relations Director for Farman Companies, Inc., Gina led public and media relations efforts for one of the largest privately held animal health product manufacturers that launched an average of 40 new products annually on top of an aggressive acquisition and strategic alliance program (Farnam was acquired in 2006 by Central Garden & Pet). Gina developed strategies and communication programs to generate brand awareness and consumer trust, ultimately influencing image, reputation, user knowledge and sales. Tactics included press releases, newsletters, video news releases, satellite media tours, advertorials, mat releases, and collateral development. In her first 18 months, earned media results included more than 75 million impressions valued at about \$6 million. On average, she generated a minimum of \$4 million worth of editorial coverage annually on a budget of only \$250,000.

PRESENTATIONS

- "Business Communications," County of Santa Barbara Employee University training and development curriculum (2019)
- "Elevate Your Leadership Communication Strategies," County of Santa Barbara Leadership Certificate Program curriculum (2018)
- "Front Line Crisis Communications: Are You Prepared?" 2019 Public Relations Society of America Western District Conference, Phoenix, Ariz.
- "Emergency Communications: Technical Solutions, Political Risks, Community Information and Lessons Learned" (panelist), 2019 League of California Cities City Manager Conference, San Diego, Calif.
- "Emergency Situations and Crisis Plans for PEG Channels" (panelist), National Association of Telecommunications Officers and Advisors (NATOA), Webinar
- "Communication Tools and Methods During Times of Crisis," 2018 California Association of Public Information Officials (CAPIO) Annual Conference, Santa Rosa, Calif.
- "California's Year of Wildfires" (panelist), 2018 California Association of Public Information Officials (CAPIO) Annual Conference, Santa Rosa, Calif.
- "Emergency Communications and the Joint Information Center" (panelist), 2018 Summer Session, Municipal Managers Association of Southern California (MMASC), Pasadena, Calif.
- "Natural Disasters" panelist "Santa Barbara County Thomas Fire and 1/9 Montecito Debris Flow Communications," 2018 National Information Officers Association (NIOA) Annual Conference, Clearwater Beach, Fla.

PUBLICATIONS

- "Alisal Fire – Flood After Fire Threat Preparations," consumer preparedness article, October 17, 2021
- "Behind the Scenes with the Emergency Public Information Communicators (EPIC)," guest editorial, Santa Barbara Noozhawk, April 13, 2017
- "Environmental Law Practice Grows," guest editorial, Arizona Capitol Times, March 28, 1997
- "Build Brand Equity: A Race to the Finish," guest editorial, Equestrian Retailer (B2B), September 2003
- "A New Way to Behave," contributed feature article, Pet Business (B2B), February 2003

Andrew Rheem

STREET LIGHTING TECHNICAL ADVISOR Senior Manager



ROLE

Andrew will provide input and guidance as a Technical Advisor for the street lighting components of this project. He will also provide oversight for the project ensuring it meets both Raftelis and industry standards.

PROFILE

Andrew has been providing financial planning, impact fee and rate consulting services to water, wastewater, reclaimed water, and stormwater utilities and local government for more than 16 years, including studies for numerous Arizona and Southwestern U.S. municipal utilities. He has served as project director, project manager and/or lead analyst for multiple long-standing clients providing a range of municipal financial planning, rate and impact fee assistance through multiple engagements. Andrew is a board member of the Growth and Infrastructure Consortium (formerly the impact fee round table) and served as the 2018 conference president held in Scottsdale. Andrew is also a skilled presenter and has presented study findings and recommendations to management and governing bodies. Andrew holds Bachelors in Business Administration, Finance and Accounting from the University of Michigan - Ann Arbor.

KEY PROJECT EXPERIENCE

City Council of Salt Lake City (UT)

Andrew served as Project Manager and lead analyst for a 2012 study to evaluate establishing a Street Light Utility and monthly user charge billed through the City's utility bill to recover costs previously funded by the City's General Fund and/or annual assessments in extensions of three Special Assessment Areas (SAAs) throughout the City. We worked with City staff to develop an inventory of street light facilities in non-assessed and SAAs throughout the City, develop a ten-year financial plan and service level scenario analysis projecting revenues and projected O&M, debt service and capital cost requirements, evaluate and recommend an equivalent residential unit (ERU) and recommend monthly street light utility charges assessed to recover annual requirements. Mr. Rheem assisted in developing workshop material and interim and final study findings for a Street Light Utility citizen-stakeholder committee established to evaluate alternative street light utility, service level and fee-based funding mechanisms to fund annual City street light requirements. Recommendations were presented to City Council, which initially included establishing a base street light charge for base service levels and additional surcharges for three groupings of SAAs to recover additional costs associated with enhanced service levels provided in the SAAs. City Council adopted a City-wide base street light utility fee and decided to leave the assessment-based funding mechanisms in SAAs in place.

Mr. Rheem served as Project Manager for a 2016 study that developed Street Light Utility Enhanced service areas and surcharges for additional street light utility services provided in areas throughout the City. The study updated analysis completed in 2012 which incorporating changes to the City's street light utility operations following four years of

Specialties

- Impact fee consulting services for utility & non-utility fee categories including managing studies completed under different legislative guidance in Arizona, Colorado, Utah, & Montana
- Financial & rate, impact fee & bond feasibility consulting services for water, sewer, reclaimed, & stormwater utilities

Professional History

- Raftelis: Senior Manager (2019-present); Manager (2014-2018); Senior Consultant (2013)
- Red Oak Consulting: Principal Management & Utility Rate Consultant (2003-2013)
- Ajilon Finance: Telecommunications Analyst (2002-2003)
- ISPhone Inc. & Appia Communications: Finance & Accounting Administrator (1999-2001)
- McLagan Partners: Compensation Analyst Intern (1998, 1999)

Education

- Bachelors in Business Administration, Finance & Accounting - University of Michigan at Ann Arbor (1999)

Certifications

- Series 50 Municipal Advisor Representative

Professional Memberships

- Growth & Infrastructure Consortium Board of Directors

experience managing the new utility enterprise. We completed capital funding scenarios evaluating the impact to the surcharges of debt and cash funding capital improvements. Recommendations were developed and presented to the standing Public Utilities Advisory Committee for feedback as well as through an open house and public hearing to inform City residents prior to City Council adopting proposed recommendations. City Council adopted proposed recommendations effective July 2016.

El Paso Water Utilities (TX)

Andrew served as project manager and/or lead analyst for a variety of engagements completed for El Paso Water Utilities (EPWU) since 2003. Andrew served as project manager for twelve annual updates of wholesale water and wastewater financial planning and cost-of-service rate models using the base-extra capacity method. Individual wholesale customer reports are issued at the completion of the annual studies. Recent studies include development of retail water rate design, revenue projection and bill impact analysis tool developed for EPWU and used to evaluate rate structure alternatives during the last two budget and rate cycles. Andrew also recently replaced the water, wastewater, reuse and stormwater financial planning models. Andrew is currently leading the annual update of wholesale water and sewer rates.

City of Boulder (CO)

Andrew is the project manager for an on-going study to complete a comprehensive water, wastewater and stormwater rate assessment and to develop rate alternatives for each utility. The study includes a detailed review of policies and practices incorporated in separate utility rate models maintained and updated by the City of Boulder (City) for validation and/or modification as well as a comprehensive review of improvements to the utility rate structures. The City implemented an individualized customer water budget-based rate structure in 2007 and this study will include a review of the water rate structure and modifications to improve the effectiveness after 10 years informed by City experience and Raftelis experience developing water budget and individualized rate structure in Colorado and California. The City's wastewater utility faces increased capital costs associated with increased regulatory requirements combined with repair and replacement requirements. The City's stormwater collection and drainage systems are faced with equitably recovering increased operating and capital requirements associated with increasing storm drainage service levels following the flooding experienced by the City in the fall of 2013. The alternative rate structures will be completed to the existing rate structure updated for increased utility revenue needs and a January 1, 2018 effective date. Raftelis also reviewed the City's revenue requirement and provided recommendations to the Utility debt service coverage and cash reserve policies.

Throughout the project Raftelis has worked extensively with City staff to review and refine study findings and recommendations. Raftelis and City staff presented interim and will present final study recommendations to the standing Water Resource Advisory Board (WRAB) to provide direction regarding policies, practices and adjustments to the utility rate structure for review and approval by City Council.

City and County of Denver (CO)

Raftelis completed an Organizational Assessment study and Financial Plan for the City and County of Denver's (City) Wastewater Management Division within the Department of Public Works in 2014. Andrew served as the financial planning task project manager that evaluated multi-year rate revenue increases for the City and County of Denver Wastewater Management Division.

Raftelis assisted the City to complete a 10-year financial plan for the City's sanitary sewer and storm drainage utilities and proposed rate revenue adjustments for 2016 through 2020 and effective July 2016. The City's financial planning model was enhanced with additional capabilities including graphical dashboard and user interface, scenario capabilities, and capital funding alternatives. Raftelis evaluated a variety of capital improvement project alternatives and funding options to develop recommended alternatives for consideration by the City including Phase 1 Organization Assessment recommendations. The recommendations were summarized in a report to be presented to and adopted by City Council in

2016. Following the rate study, Raftelis completed a bond financial feasibility study in October 2016 associated with stormwater utility revenue bonds issued to fund extensive capital requirements identified by the City.

City of Steamboat Springs (CO)

Andrew served as project manager for a comprehensive water and wastewater rate study for the City of Steamboat Springs (City). Separate water and wastewater financial planning models were updated to evaluate current and potential funding sources to support each utility operation over the next 10 years including future adjustments necessary to fund operations and the annual capital project requirements (including regulatory driven and capacity expansion improvements), and maintain a financially viable utility. A cost-of-service evaluation was then completed for each utility. The results of the cost-of-service and financial planning tasks were integrated into developing three water rate structure alternatives and two wastewater rate structure alternatives for full service City customers and a single alternative for wholesale water and sewer customers. The utility tap fees were also updated as part of the study. The findings and recommendations were presented to City Council in September 2016 and summarized in a report issued at the completion of the study. This study was an update of a comprehensive rate and fee study completed for the City in 2010.

Mt. Werner Water and Sanitation District (CO)

Andrew served as project manager for a comprehensive water and wastewater rate study for the Mt. Werner Water and Sanitation District (District) serving Steamboat Ski Resort as well as residential and commercial customers nearby. Separate water and wastewater financial planning models were developed to evaluate current and potential funding sources to support each utility operation over the next 10 years including future adjustments necessary to fund operations and the annual capital project requirements, and maintain a financially viable utility. A cost-of-service evaluation was then completed for each utility. The results of the cost-of-service and financial planning tasks were integrated into developing two water rate structure alternatives and two wastewater rate structure alternatives for full service District customers. The utility tap fees were also updated as part of the study. The findings and recommendations were presented to the District Board in August 2016 and summarized in a report issued at the completion of the study. Electronic copies of models created as part of the study were delivered to the District for their use.

City of Trinidad (CO)

Andrew is serving as project manager for a phased comprehensive water and wastewater rate study for the City of Trinidad (City). Separate water and wastewater financial planning models were developed to evaluate current and potential funding sources to support each utility operation over the next six years including future adjustments necessary to fund operations and the annual capital project requirements, and maintain a financially viable utility as part of Phase 1. As part of Phase 1, Raftelis recommended increases to the City's wastewater rates effective in 2016. Phase 2 includes a review and update of City water and wastewater plant investment fees.

City of Longmont (CO)

Andrew served as project manager for a 2014 water financial planning, rate and fee assistance for the City of Longmont's (City) water and wastewater utilities. As part of the study, we completed a comprehensive water rate and fee study. We populated a 20-year water financial plan in projecting future adjustments to utility revenues and projected debt issues to fund future capital expenditures. We then completed a water cost-of-service analysis. Capital improvement scenarios related to consolidating to one water treatment plant or maintaining two water treatment plants were evaluated including capital funding and impact to the multi-year rate revenue increases. Raftelis professionals worked with the City to evaluate changes to the tiered rate structure to simplify and increase the conservation pricing signal to customers for discretionary and wasteful water use. Schedules of water rates over a five-year period were adopted. Findings and recommendations were presented to the City and a report was issued. Raftelis professionals also updated the City's water and wastewater system development fees and miscellaneous charges assessed by the utilities as part of this study.

Andrew was project manager for a 2011 engagement that updated the utility water and wastewater rate models to incorporate additional user defined scenarios and reflect changes to the water and wastewater utility operations and fund structure. We delivered a user manual and completed training sessions with utility staff at the completion of the model update.

In 2012, Andrew served as project manager assisting utility staff in updating the wastewater financial planning model to reflect updated capital improvements and revenue requirements. The cost-of-service analysis was updated to reflect adjusted revenue requirements and annual user charge adjustments were developed for 2013 through 2017. The City Council adopted the recommended rates.

City of Greeley (CO)

Andrew served as project manager for a variety of water and wastewater utility financial studies for the City of Greeley (City) since 2013. The assistance includes updating the City's water and wastewater utility financial planning, rate and fee analyses. Recent assistance includes evaluating the rate of return and rate base for contract water customers, reviewing the water and wastewater system development fee structure, developing revenue requirement projections and review of the capital improvement program and reassessment of proposed debt service issues for both the water and wastewater utilities. We are currently assisting the City in enhancing the water and wastewater rate models to incorporate graphical dashboard and user interface, scenario capabilities, and capital funding alternatives.

Andrew also served as project manager for a completing a comprehensive stormwater financial planning and capital funding evaluation in 2015. The City is proposing to accelerate the timing of capital improvements and is evaluating debt and rate revenue increases through this study.

City of Pueblo (CO)

Andrew served as project manager for a 2015 study to update of the wastewater utility financial plan and proposing annual rate adjustments over a five-year period of 2016 through 2020. To meet more stringent federal and State of Colorado regulations on wastewater effluent, the utility scheduled significant upgrades to the treatment plant and will be completing additional regulatory-driven upgrades to the treatment plant and collection system through 2025. Raftelis designed and updates an 11-year financial plan incorporating the latest billing data and customer usage trends, projected annual operating costs adjusted for inflation, staffing requirements and treatment plant process requirements, and the capital improvement program needed to meet the utility's replacement schedule and regulatory requirements, federal guidelines. We developed a forecast of revenue adjustments needed to maintain the utility's financial health to be presented to City Council and during public hearings in 2015. City Council meetings and public hearings will be held prior to adoption with rate adjustments effective January 1, 2016. The study is currently being updated to reflect alternative capital project requirements associated with alternative regulatory-driven upgrades with an extended timeline over twenty years. Raftelis is completing an EPA financial capacity assessment to identify the impact of base and additional capital and operating requirements on residential customer bills to median income and related community-wide metrics of financial capacity.

City and County of Broomfield (CO)

Andrew served as deputy project manager for a 2012 comprehensive water and sewer rate and fee study for the City and County of Broomfield (City). We populated separate 30-year water and sewer financial plans in projecting future adjustments to utility revenues and projected debt issues to fund future capital expenditures. We also updated the City's water and wastewater license fees. We completed separate water and sewer cost-of-service analysis. Raftelis professionals worked with the City to evaluate changes to the tiered rate structure working with City Council and City staff to review changes to the existing uniform rate structure. Sewer rates were developed to fund annual revenue requirements including projected wastewater treatment plant upgrades including the development of a surcharge assessed to each equivalent residential unit to fund requirements associated with meeting more stringent wastewater effluent requirements. Schedules

of water and sewer rates for 2013 were presented to City Council and adopted. Findings and recommendations were presented to the City and a report was issued.

Previous assistance includes lead analyst to complete a non-potable reuse system financial analysis regarding potential investments and expansion of the existing non-potable reuse water system. The analysis included multiple scenarios focused on the incremental effect to reuse financial plan and revenue requirements of investments to expand the reuse system.

East Larimer County Water District (CO)

Andrew served as project manager for a plant investment fee, financial planning, cost-of-service and rate design models for East Larimer County Water District. He proposed 2008 plant investment fees, retail and wholesale user charges were adopted by the District Board. Updated models were delivered to the District at the end of the study. The financial plan and rate were service were updated in 2009 to reflect reductions to customer growth and customer water use and presented to the District Board for adoption.

City of Salida (CO)

Andrew served as project manager for a 2015 comprehensive water and wastewater rate study for the City of Salida (City). Raftelis completed a pricing objectives ranking process to assist in developing recommendations to the City's water and wastewater rate structures. The pricing objectives evaluation was completed with both City finance and public works staff and City Council to rank twelve pricing objectives. As part of the study, Raftelis is developing separate water and wastewater financial planning models to evaluate current and potential funding sources to support each utility operation over a 10-year study period. Raftelis will work with City staff to project future rate revenue adjustments necessary to fund operations and the annual capital project and maintain a financially viable utility. A cost-of-service evaluation was completed for each utility. The results of the cost-of-service and financial planning tasks were incorporated in the evaluation and development of rate structure alternatives for City customers. Raftelis is also evaluating the sufficiency of the City's water and wastewater system development fees in recovering the costs of facilities serving new development. Findings and recommendations were summarized in a report and presented to the City Council at the completion of the study.

Lake Havasu City (AZ)

Andrew also served as project manager for a Wastewater Expansion Financial Feasibility Analysis that included eight annual studies that updated and enhanced a multi-year financial planning and rate model related to a \$400 million, 10-year sewer expansion project. The model is used to calculate rate increases required in meeting bond covenants in support of annual bond issues funding the majority of the expansion project. The results of the feasibility analysis were documented in a system report and rate change recommendations were presented to City Council. He assisted Lake Havasu City (City) as part of the financing team with annual presentations to three bond rating agencies and the Water Infrastructure Financing Authority of Arizona (WIFA) related to annual loan applications. The expansion program was completed in 2012.

In 2015, Raftelis served as the feasibility consultant for a successful debt restructuring of the City's wastewater debt issued to fund the wastewater capital expansion program that extends the maturity of the debt service payments to reduce annual debt service while improving the inter-generational equity by matching the liabilities more closely with the lift of the constructed facilities. Raftelis assisted the City and the City's financial advisor in presenting the proposed plan to the three major rating agencies. The independent financial feasibility report was developed evaluating the feasibility of the proposed financing and impact to the City's wastewater rates. The debt restructuring was completed in October 2015.

Andrew served as deputy project manager for a comprehensive water rate and fee study. The study included the development of a 10-year water financial plan, cost-of-service and rate design model. An evaluation of capital

improvement project growth and non-growth funding and funding scenario analysis was included. The financial plan evaluation included multi-year rate revenue increases to meet established financial performance thresholds while fully funding operations and capital expenditures. Three water rate structure alternatives were presented to City Council that modified the existing system-wide rate structure and replaced it with customer class specific tiered rate structures with increase conservation pricing signals. City Council adopted one of the proposed alternatives. The findings and recommendations were summarized and presented to the City Council at the end of the study.

City of Scottsdale (AZ)

Andrew served as the quality assurance/quality control manager for a 2016 Biennial Audit of Land Use Assumptions, Infrastructure Improvements Plan and Development Impact Fees study completed for the City of Scottsdale (City). The City assesses water system, water resource and wastewater system development impact fees, adopted and in compliance with the requirements of Arizona Revised Statutes (ARS §9-463.05). Andrew assisted the Raftelis project manager for the engagement to initially develop and refine the approach to completing the Biennial Audit, one of the first to be completed following the implementation of ARS §9-463.05 in 2014. Andrew also reviewed preliminary and final study findings providing quality control review and overall evaluation of study services. The final report was issued to the City and the study was finalized in October 2016 and presented to City Council.

City of Phoenix (AZ)

Andrew is the project manager an on-going Biennial Audit of Land Use Assumptions, Infrastructure Improvements Plan and Development Impact Fees study completed for the City of Phoenix (City). The City assesses libraries, parks, fire protection, police, major arterials (roadway facilities), stormwater, water, wastewater and water resource development impact fees, implemented in 2015 in compliance with the requirements of Arizona Revised Statutes (ARS §9-463.05). The water resource development impact fee is assessed throughout the City while the eight other development impact fees are assessed within growing areas in the periphery of the City that vary within eight different service areas. Andrew is leading the overall study including development and implementation of the study approach and methodology, managing the analysis and audit efforts of the study team and serving as the primary Raftelis point of contact working closely with the City project manager and project team. study findings will be documented within a draft and final report. This study was initiated in December 2016 and is anticipated to be completed before June 30, 2017.

City of Avondale (AZ)

Andrew is the project manager an on-going Biennial Audit of Land Use Assumptions, Infrastructure Improvements Plan and Development Impact Fees study completed for the City of Avondale (City). The City assesses general government (grandfathered), libraries, parks and recreation, fire, police, streets, water, and wastewater development impact fees, implemented in 2014 in compliance with the requirements of Arizona Revised Statutes (ARS §9-463.05). All fees are assessed system-wide throughout the City's service area. Andrew is leading the overall study including development and implementation of the study approach, managing the analysis and audit efforts of the study team and serving as the primary Raftelis point of contact working closely with the City project manager and project team. study findings will be documented within a draft and final report. This study was initiated in January 2017 and is anticipated to be completed before June 30, 2017.

City of Surprise (AZ)

Andrew served as the project manager for a utility and non-utility development impact fee study. We assisted the City of Surprise (City) to develop an infrastructure improvements plan and update the City's non-utility, water, water resource and sewer system development impact fees for compliance with Arizona Revised Statutes (ARS §9-463.05). We also assisted the City during the non-utility and utility development impact fee public hearing and public notice process completed in May 2014.

Andrew assisted the City to complete an extensive review of the over 120 development agreements the City has completed that documented previous, outstanding and future reimbursement liabilities amongst the City's general fund and utility and non-utility funds. This study was initiated in 2012 with the final study findings issued in 2013.

Andrew previously assisted the City to complete a historical review of development impact fee funded expenditures finalized in early 2011. This review was completed by fee area from a period of fiscal year 2007 through fiscal year 2010 to compare the funding sources of completed capital projects against the growth-related portion of development impact fee eligible facilities identified in a previous development impact fee study by fee area. The results of the review were a series of correcting journal entries and interfund loans. The study results were presented to City Council and implemented.

City of Prescott (AZ)

Andrew served as the project manager for a utility and non-utility development impact fee and water and wastewater rate study completed in 2014. We assisted the City of Prescott (City) to develop an infrastructure improvements plan and update the City's non-utility, water, water resource and sewer system development impact fees for compliance with Arizona Revised Statutes (ARS §9-463.05). We also assisted the City during the public hearing and public notice process as part of the non-utility and utility development impact fee update adopted in May 2014.

We also assisted the City to complete a comprehensive water and sewer rate study. The study included evaluating a five-year financial plan and revenue requirements to fund on-going operations, debt service and current and projected water and sewer system capital improvements and exceed established financial performance thresholds. Following the financial plan and revenue requirements evaluation, a water and sewer cost-of-service and rate design analysis was completed. Recommendations and findings were summarized in the study report and presented to City Council for adoption and implementation in 2015.

Lockwood Water and Sewer District (MT)

Andrew is the project manager for a comprehensive water and sewer financial planning, impact fee, cost-of-service and rate design study being completed for the Lockwood Water and Sewer District (District). Lockwood is located just outside of Billings, Montana and provides water and sewer services. Raftelis is also facilitating a system development fee advisory committee, as required by Montana Code Annotated, to review and refine proposed water and sewer system development fees. The sewer utility has been recently installed with effluent being conveyed to the City of Billings wastewater treatment plant for treatment and disposal. Previously water customers had individual septic systems and there are many such system still in place which will be connected to the District's sewer system as drain fields fail and/or through future phases of the sewer system expansion. The District will also be conveying pre-treated wastewater flows to the City of Billings generated by ExxonMobil at a refinery adjacent to the District service area and Raftelis assisted the District during the contracting phases as well as development of the one-time system development fee to be assessed to ExxonMobil upon connection to the District's system. The study was initiated in July 2016 and is anticipated to be completed by March 2017 with rates and fees implemented effective July 1, 2017. A report will be issued documenting study findings and recommendations to be presented to the District Board.

PROJECT LIST

Financial Planning, Rate and Fee Design

CO: City and County of Denver, Aurora Water, Thornton, Greeley, Pueblo, Longmont, Broomfield, Boulder, Superior, Salida, Rifle, Fort Lupton, Steamboat Springs, Mt. Werner Water and Sewer District, Trinidad, Pueblo West Metropolitan District, Colorado Department of Public Health and Environment Technical, Managerial and Financial Capacity Development Program, Fort Cason, Rocky Mountain Arsenal National Wildlife Refuge, East Cherry Creek Valley Water and Sanitation District, East Larimer County Water District (ELCO), Arapahoe County Water and Wastewater Authority, Widefield Water and Sanitation District, Eagle River Water and Sanitation District, Upper Eagle

Valley Water Authority, Willows Water District; AZ: Lake Havasu City, Kingman, Glendale, Metropolitan Water District; TX, UT, MT, CA, FL: El Paso Water Utilities, Salt Lake City, Lockwood Water and Sanitation District, Kearns Improvement District, Granger Hunter Improvement District, Moulton Niguel Water District, Missoula, Great Falls, Columbus, Tavares, Hernando County

Non-Potable and Reuse Water

CO: Denver Water, Denver Public Schools, Aurora Water, Thornton, Longmont, Broomfield; TX, UT, MT, CA, FL: El Paso Water Utilities, Salt Lake City, Kearns Improvement District, Granger Hunter Improvement District, Moulton Niguel Water District, Tavares

Impact Fee Studies

CO: Aurora Water, Thornton, Longmont, Broomfield, Superior, Trinidad, Mt Werner Water and Sanitation District, Pueblo West Metropolitan District, Steamboat Springs, Los Pinos Fire Protection District, East Larimer County Water District (ELCO), Widefield Water and Sanitation District, Eagle River Water and Sanitation District, Upper Eagle Valley Water Authority; AZ: Fountain Hills, Buckeye, Surprise, Kingman, Chino Valley, Lake Havasu City, Prescott, Tempe, Glendale; TX, UT, MT, CA, FL: El Paso Water Utilities, Lockwood Water and Sanitation District, Kearns Improvement District, Granger Hunter Improvement District

Stormwater

CO: City and County of Denver, Aurora Water, Thornton, Longmont, Boulder, Superior; AZ: Surprise, Kingman; TX, UT, MT, CA, FL: El Paso Water Utilities

Utility Creation and Implementation

CO: Thornton, Soldier Canyon Filter Plant (Tri-Districts); AZ: Surprise, Kingman, Lake Havasu City; TX, UT, MT, CA, FL: El Paso Water Utilities, Salt Lake City

Renewable Energy

CO: Fort Cason, Rocky Mountain National Wildlife Natural Refuge

Economic and Indirect Cost Evaluations

CO: Thornton, Longmont, Denver Public Schools, Colorado Department of Public Health and Environment; AZ: Lake Havasu City; TX, UT, MT, CA, FL: El Paso Water Utilities

Bond and Loan Feasibility

CO: Aurora Water, City and County of Denver, Thornton, Longmont, Steamboat Springs, Colorado Department of Public Health and Environment; AZ: Lake Havasu City, Glendale, Metropolitan Water District; TX, UT, MT, CA, FL: El Paso Water Utilities, Tavares, Hernando County

PRESENTATIONS

- “Conducting Audit of Infrastructure Improvements Under Arizona Revised Statutes 9-463.05 - Scottsdale Arizona Case study,” Growth Infrastructure Consortium Conference, 2016
- “How Lake Havasu City’s Pro-Active Wastewater Asset Management Program Makes Every Dollar Count,” AZ Water Conference, 2016
- “Expense, Project and Budget Management Tactics to Provide Wastewater Service Delivery Without Increasing Rates,” AZ Water Conference, 2016
- “Comparing Utility Rates, Fees and Financial Results,” Colorado Special Districts Association Conference, 2016
- “Utility Financial Planning in Advance of Issuing Debt,” 2015 Water Bond Workshop, 2015
- “Time for a Change? El Paso Water Utilities Considers a New Rate Structure,” Utility Management Conference, 2015

- “CIP Planning - Cradle to Grave,” Colorado Government Finance Officers Association Metro Coalition Workshop, 2009
- “Mixed Use Water and Wastewater Rates and Development Fees - City of Longmont Case study,” Rocky Mountain Section American Water Works Association/Water Environment Federation, 2006
- “Revenues, Water Rates, and Reserves,” Colorado Government Finance Officers Association 3rd Quarter 2007 Educational Seminar, 2007

Thierry Boveri CGFM

SOLID WASTE SUBJECT MATTER EXPERT Vice President

ROLE

Thierry will provide input and guidance as a Subject Matter Expert for the solid waste components of this project.

PROFILE

Thierry is a Vice President with Raftelis and brings a client focused approach with a strong desire to provide value and client satisfaction. Thierry has performed numerous revenue sufficiency and cost of service utility and cost of service studies for over 55 local governments, has prepared financial feasibility and disclosure reports totaling over \$1.5 billion in debt proceeds issued through the traditional bond market, state revolving loans.

Thierry specializes in the performance of solid waste cost of service and financial evaluations with the following areas of concentrations:

- Solid waste collection and disposal cost of service and rate studies
- Assistance in formation of Solid Waste Enterprise Fund and development of residential assessments
- Triple Bottom Line (TBL) Economic Analyses including financial, environmental, and social components
- Financial and economic evaluations of solid waste system operations
 - E.g., full and marginal cost evaluations, cost benefit analyses, Landfill financial assurance, revenue enhancements (host fees, out-of-county rates, etc.), recycling market evaluations and other analyses.
- Long-Range Financial Modeling / Planning in Support of Master Plans
- Landfill capacity utilization and closure and post-closure care financial assurance
- Review of contractual arrangements (e.g., evaluation of collection hauler bids / contracts)
- Assistance in development of municipal interlocal agreements
- Assistance in feasibility studies in the issuance of debt (i.e., Bond Feasibility studies) and assistance in development of Bond Resolution / Trust Indenture agreements

Thierry is an active member of several industry associations, including SWANA, and has been a primary author to several publications and a featured speaker at several conferences including the 2017 Waste to Energy Conference to present the *Lee County Success Story, Weathering the Storm to Achieve Financial Sustainability*, the 2018 Florida SWANA conference to present on *The Circular Economy (CE) and Solid Waste Management*, the 2019 Florida SWANA conference to lead a panel discussion regarding the *State of Curbside Recycling in Florida, Solid Waste Legislation and Policies Panelist* at the 2020 national Swanapalooza Virtual Conference, and *Landfill Topics* panel discussion panelist 2021 FL SWANA Spring Conference. Thierry also presented to the government finance officers associated on effective utility



Specialties

- Solid waste fees
- Water & sewer rate fees
- Parks & recreation fees
- Wholesale fees
- Impact fees
- Feasibility study
- Utility acquisition/valuations
- Capital planning tools
- Business/strategic plans/negotiations
- Desktop financial asset evaluation/reinvestment
- Cost/benefit analysis/life cycle NPV analysis
- Financial policies/best management practices

Professional History

- Raftelis: Vice President (2022-present); Senior Manager (2019-2021); Associate, PRMG (2005-2019)

Education

- Bachelor of Arts in Economics; Bachelor of Arts in International Business - Rollins College (2005)

Certifications

- Certified Government Financial Manager, No. 15483

Professional Memberships

- Solid Waste Association of North America: Florida - Finance & Planning Committee
- AWWA: Florida Section - Finance & Rates Committee
- WEF: Utility Management Committee
- Association of Government Accountants
- Government Finance Officers Association

management and life cycle analysis. He last presented on the “*Top 5 Keys to Successful Financial Planning for Solid Waste Mangers*” at the 2021 SWANA Wastecon.

KEY PROJECT EXPERIENCE

Municipality of Anchorage (AK)

The Municipality of Anchorage, Alaska (MOA) provides refuse collection and solid waste disposal services to a population of approximately 292,000 residents. Raftelis worked with the Solid Waste Services department to develop a long-range solid waste collection and disposal model for use by staff to analyze the sufficiency of existing rate revenues to fund: program capital financing alternatives, test sensitivity of disposal alternatives to landfilling, assess the sufficiency of the current closure fund reserves, and perform a triple bottom line evaluation to assess the environmental and social impacts of disposal alternatives, under consideration by the MOA. The TBL analysis utilized the EPA’s WARM model to identify greenhouse gas (GHG) equivalents for differing landfill waste diversion alternatives. To assist the MOA in assessing the economic comparison a discounted cashflow method was developed based on an assumed value for the cost of GHG equivalents per metric ton in addition to direction financial and social costs for comparison.

City of Wilmington (NC)

The City of Wilmington (City) provides trash, recycling, yard waste, and bulky waste collection services to approximately 31,170 residential and commercial accounts producing approximately 46,200 tons of refuse, recycling, yard waste, and bulky waste per year. The City offers a wide range of services and service levels from offering residents the choice of container size and bulky waste collection by appointment to commercial collection frequency ranging from twice a week to twice daily service. Thierry served as the solid waste financial analysis practice lead. The following provides an overview of the key objectives of the Study: i) developed a forward-looking financial model of solid waste operations through the Fiscal Year 2030 (the "Forecast Period") to project funding requirements and examine sensitivity of changes in operations to the Division’s fiscal position and rate needs; ii) examined sensitivity of potential changes in the net cost to process the City’s recyclables pursuant to the Division’s recycling processing contract; iii) assess the potential for additional fees to recover the cost for higher levels of service provided by the Division which do not benefit customers equally in proportion to the charges for service (e.g., bulky waste and yard waste collection services); iv) financial fleet replacement model; and v) provide rate recommendations for the Fiscal Year 2022 and identify potential future rate needs based on current operating conditions.

Oklahoma City (OK)

The City of Oklahoma City, OK provides solid waste collection and disposal services to approximately 645,000 people with contract collection services to about 60% of the customer base and 40% performed in-house. Collection services primarily include refuse, recycling, and bulky waste. In addition, the City is responsible for a number of solid waste programs from neighborhood clean ups, household hazardous waste, rural recycling convenience centers, street sweeping, and others. Thierry was the project manager who assisted the City through the performance of a formal Cost of Service rate study and financial forecast model, including a life cycle analysis of vehicle and cart costs. Key elements of the engagement were three-fold: i) providing recommendations concerning rate revenue adjustments over a 10-year period; ii) providing recommendations concerning the establishment of cash reserves for operating, capital, storm, cart, and other reserves; iii) identification of the cost of service for several of the City’s key services including, bulky waste collection, recycling, illegal dumping and litter collection, and flow fee design.

Hillsborough County (FL)

Hillsborough County (County) is located on the gulf coast of central Florida and provides solid waste and collection disposal services to approximately 300,000 assessed residential dwelling units and processes over 1 million tons of waste annually. The County operations include waste-to-energy facility, landfill, composting, material recycling facility, household hazardous waste, transfer stations and local community collection sites. Thierry has performed annual solid

waste forecasts for the County since 2011, including retail and wholesale rate setting, cost / benefit evaluations, assistance in review of franchise collection agreements, landfill gas RFP procurement, determination of average and marginal cost of operation by disposal facility, support for credit rating agency surveillance and feasibility analyses. As it relates to review of contract operations, Thierry was responsible for:

- Modeling and forecasting contracted operating costs
- Independent review associated with calculation of allowable indexing to various contracted service rates for collection, facility operations and waste disposal
- Development of a proposed contracted services pass-through provision to the solid waste assessment and tip fees

Thierry also assisted the County with their issuance of the Solid Waste and Resource Recovery Facility Bonds Series 2016 A/B in the combined principal amount of approximately \$114 million. As a result of the recent change in market conditions for the sale of recovered materials, the County requested Thierry assist in the analysis and review of the County's currently curbside recycling agreement. The evaluation is currently on-going.

Lee County (FL)

Lee County (County) is located on the gulf coast of southwest Florida and provides solid waste and collection disposal services to approximately 167,000 assessed residential dwelling units located in unincorporated areas of the County, as well as, providing disposal service to several municipalities within the County. The County operations include waste-to-energy facility, ash landfill, composting, material recycling facility, C&D recycling facility, household hazardous waste, transfer stations and local community collection sites. Thierry has performed annual solid waste forecasts for the County since 2015, including performing comprehensive revenue sufficiency and cost of service evaluations for the solid waste system resulting in the adoption of the current solid waste assessment and tip fees currently charged by the County. As it relates to review of contract operations, Thierry was responsible for:

- Modeling and forecasting contracted operating costs
- Review of historical charges relative to actual contract terms
- Master plan support services
- Assistance in drafting of a new bond resolution with specific consideration of contracted services

Babcock Ranch Community Independent Special District (BRCISD)

BRCISD is in Southwest Florida and is a new planned residential and retail commercial known as America's first solar powered community. Thierry assisted the BRCISD in the creation of a solid waste collection enterprise fund model as part of the creation of the Babcock Ranch CDD. The study required assistance in the development of interlocal agreements, pricing mechanisms, life-cycle cost analysis and financial projections. The financial projections required detailed accounting of future costs related to expansion and scaling of vehicles, warehousing and CNG fueling facilities, as well as, expected timing and cost of vehicle replacements. In addition, Thierry assisted in developing estimated routes, hours of operation and staffing needs. The study resulted in the approval of the recommended rates for service and the provision of a working financial model for staff use for planning and budgeting.

Hernando County (FL)

Hernando County is located in west central Florida serving a population of approximately 187,000 residents. Thierry has served the County since 2016 on an on-going basis and has performed various services for the County, including development of a solid waste financial forecast model, cost / benefit evaluations, determination of average and marginal cost of disposal and assistance in evaluating proposals for alternative contracted disposal service. More recently, Thierry has assisted the County with the development and modeling of their solid waste collection operations, which until 2019 had been provided directly to residents by the County's franchised contractor.

Collier County (FL)

Thierry assisted Collier County (County) in development of the 2019 Annual Utilization and Capacity Report (2019 AUIR) for the solid and hazardous waste division. The 2019 AUIR included developing long-range projections of waste generation within the County and identifying the projected development and use of existing permitted landfill disposal capacity. The evaluation included examining the reduction in capacity from reducing elevations from 200 to 150 feet and possible addition of two additional cells not contemplated in the landfill permit.

City of Arcadia (FL)

The City of Arcadia (City) is located in southwest Florida serving approximately 8,000 residents. Thierry recently performed a solid waste collection study that was completed in 2018 to assist the county in determining the cost of collection service and corresponding rates varying by service level comprising frequency and volume of service being requested. As part of the evaluation Thierry developed a financial forecast of operations and performed an assessment of the adequacy of existing resources to meet the service level objectives of the City. The study resulted in the approval of a multi-year rate plan and indexing provision.

ADDITIONAL RECENT SOLID WASTE PROJECT LIST

- City of Chandler, AZ
- Dare County, NC
- Currituck County, NC
- City of Long Beach, CA
- Martin County FL
- Manatee County FL
- City of Oxnard, CA
- Pinellas County; FL
- Sarasota County, FL
- City of Tulsa, OK
- City of Wichita, KS

WHO IS

Raftelis

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides management consulting expertise and insights that help bring about the change that our clients seek.

[+ VISIT RAFTELIS.COM TO LEARN MORE](#)



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the District and help to make this project a success.



RESOURCES & EXPERTISE - Specialized and highly experienced utility rate consultants that all stakeholders can have confidence in. With more than 130 consultants, Raftelis has the largest public utility financial and management consulting practice in the nation. Our depth of resources will allow us to provide the District with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DEFENSIBLE RECOMMENDATIONS - Industry knowledge to ensure methodologies reflect best practices. Our senior staff is involved in shaping industry standards by chairing various committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF). Raftelis' staff members have also co-authored many industry-standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep *client informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES - A long history of project experience to ensure successful execution. Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the District and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



USER-FRIENDLY MODELING - Powerful and easy-to-use tools for ongoing financial management success. Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.



EXPERTS ON CALIFORNIA REGULATORY REQUIREMENTS - This expertise will allow the District to be confident that our recommendations take into account all of these regulatory requirements. The regulatory environment in California has become more stringent due to Proposition 218. Besides developing well-thought-out financial plans, Raftelis staff members are very knowledgeable about these regulations and have made presentations on this subject at various industry conferences. In addition, we are frequently called on to be expert witnesses regarding these regulatory matters.

29 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

130+ consultants focused on
finance/management/communication/
technology for the public sector

5 chairs & **20** members of
AWWA and WEF utility finance and
management committees and subcommittees

& the
Immediate Past-President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

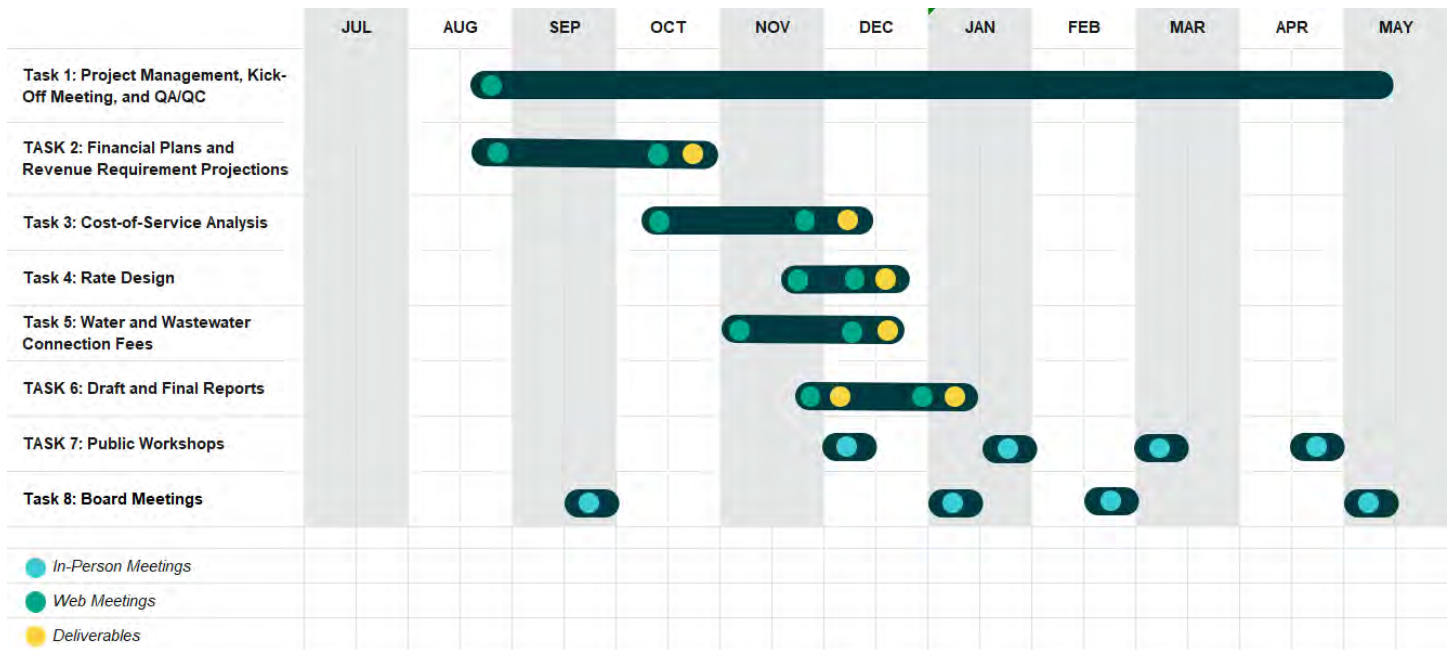
1,000+ projects for **600+** agencies in **46** states

Outline

1. Task 1: Project Management, Kick-Off Meeting, and QA/QC
 - 1.1.1. Kick-Off Meeting
 - 1.1.2. Project Management
 - 1.1.3. QA/QC
2. Task 2: Financial Plans and Revenue Requirement Projections
 - 2.1.1. Water Financial Plan
 - 2.1.2. Wastewater Financial Plan
 - 2.1.3. Solid Waste Financial Plan
 - 2.1.4. Street Lighting and Landscaping Financial Plan
3. Task 3: Cost-of-Service Analysis
 - 3.1.1. Water Cost-of-Service Analysis
 - 3.1.2. Wastewater Cost-of-Service Analysis
 - 3.1.3. Solid Waste Cost-of-Service Analysis
 - 3.1.4. Street Lighting and Landscaping Financial Plan
4. Task 4: Rate Design
 - 4.1.1. Water Rate Design
 - 4.1.2. Wastewater Rate Design
 - 4.1.3. Solid Waste Rate Design
 - 4.1.4. Street Lighting and Landscaping
5. Task 5: Connection Fees
 - 5.1.1. Water
 - 5.1.2. Wastewater
6. Task 6: Draft and Final Reports
 - 6.1.1. Water
 - 6.1.2. Wastewater
 - 6.1.3. Storm Drainage
 - 6.1.4. Street Lighting and Landscaping
7. Task 7: Public Workshops
8. Task 8: Board Meetings

Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by the beginning of October 2021 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for December 2021.

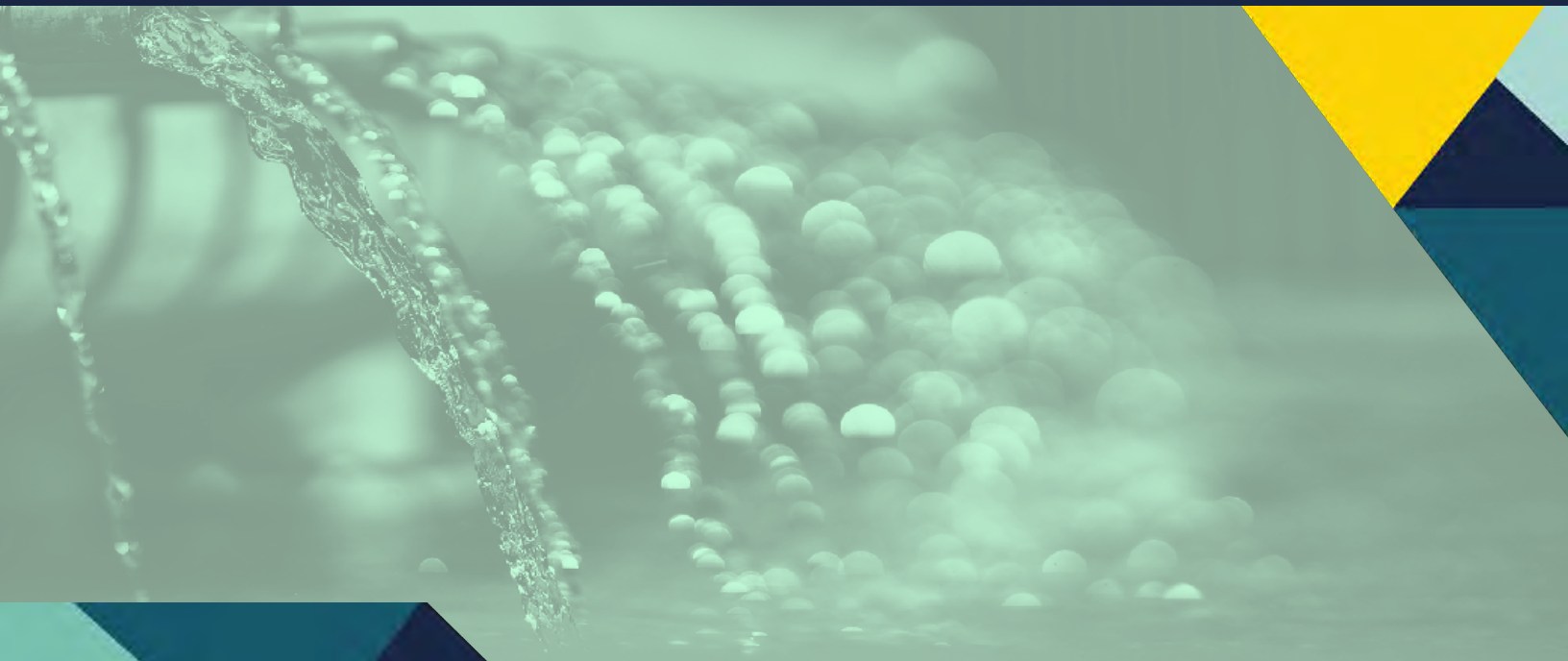


May 27, 2022

San Miguel Community Services District

Technical Proposal for a Cost of Service and Utility Rate Design Study

909 Marina Village Parkway #135 | Alameda, CA 94501 | (510) 545-3182 |
www.LTmuniconsultants.com



SECTION I: Cover Letter



909 Marina Village Parkway #135
Alameda, CA 94501
(510) 545-3182
LTmuniconsultants.com

May 27, 2022

Dear San Miguel Community Services District (SMCSD or District),

Lechowicz & Tseng Municipal Consultants (L&T) is pleased to submit a proposal for the District's Cost of Service and Utility Rate Design Study. L&T is a women-owned firm that focuses on financial planning, rate and fee studies, and management consulting for California public agencies. We offer a multifaceted team that has experience conducting rate studies for all four utilities requested by the District: water, wastewater, solid waste, and street lighting. We are also a financial advisory firm registered with the Municipal Securities Rulemaking Board and Securities Exchange Commission. As such, L&T can offer detailed advice regarding debt issuance and the need for rate adjustments to repay debt.

Most relevant, L&T has provided recent utility rate studies for the Templeton Community Services District (TCSD) and the Nipomo Community Services District (NCSD). For TCSD, we completed a rate study that assigns water supply costs across four tiers, calculated sewer rates, and determined water, sewer, parks, and fire connection fees. For NCSD, L&T first completed a sewer rate study for the Blacklake service area in 2018, and we were re-engaged to conduct a street light rate study. We provided NCSD with an evaluation of lighting expenses and proposed assessment increases. The public hearing to tabulate votes is scheduled for June 2022. L&T also completed a recent solid waste rate study for the City of Chowchilla (population 19,000) and is finalizing a similar study for the City of Kingsburg (population 11,000; public hearing scheduled for August 3, 2022).

Firm principals Alison Lechowicz and Catherine Tseng each have 15 years of consulting experience and have completed over 100 studies. We enjoy working with smaller communities, and the vast majority of our clients serve populations of 30,000 or fewer. We understand that outreach is a critical component of the rate study process. L&T will fully vet alternatives with the community and provide our experience working with other agencies and rate structures. As needed, we can provide a live demonstration of our financial model and update scenarios on the spot. This process will be collaborative and allow the ratepayers to be fully involved in the development of recommendations.

Our technical proposal for the study is included herein. Our cost proposal is provided as a separate, sealed package. L&T accepts the District's Contract for Professional Services agreement.

Sincerely,
Lechowicz & Tseng Municipal Consultants

Alison Lechowicz, Principal and Authorized Representative
510-545-3182
alison@LTmuniconsultants.com

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SECTION 3: CONSULTANT QUALIFICATIONS

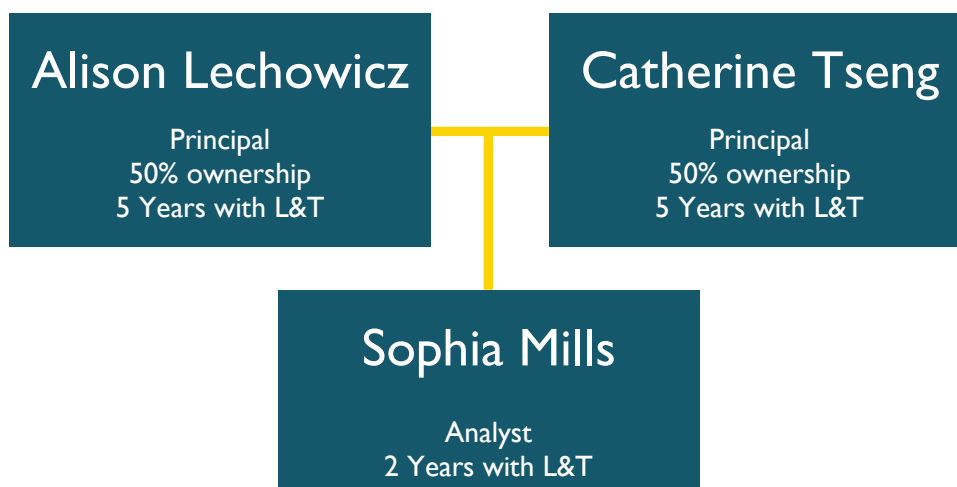
BACKGROUND AND EXPERIENCE

Lechowicz & Tseng Municipal Consultants is a women-owned firm founded by Alison Lechowicz and Catherine Tseng. Our objective is to provide financial consulting and management services to local governments. Alison and Catherine have 30 years combined experience in municipal consulting and public finance. Alison has experience working for a civil engineering firm and a background in public administration. For over ten years, Alison has served as the rate consultant for the California Street Light Association. Catherine has a background in urban planning and worked for the City of Oakland before becoming a consultant.

We have completed over 100 studies compliant with Propositions 218 and 26. L&T is committed to providing professional services with superior value and responsiveness. By using a small team approach, our clients receive greater one-on-one attention and can be assured that all work is conducted by highly qualified professionals. Our clients are provided direct communication with the principal consultants who guide the project through each step.

Nature of firm: Women-owned firm organized as an LLC serving public agencies exclusively located in California
Services: Utility Rate & Fee Studies, Financial Planning, Capacity Fee Studies, Utility Appraisal, Expert Witness, Public Approval Process
Size of firm: Three staff members
Location of office: Alameda, CA
Management staff: Alison Lechowicz and Catherine Tseng
Registrations: Small Business Enterprise, Women-owned business, Municipal advisory firm registered with the Municipal Securities Rulemaking Board and the Securities and Exchange Commission

ORGANIZATIONAL CHART



SERVICES AND EXPERIENCE

Utility Rate & Fee Studies

Utility rate studies deriving both traditional and innovative rate structures that comply with cost of service principles and Proposition 218 requirements. Address policy goals, customer acceptance, and social influences.

Impact Fee/Capacity Charge Studies

Development impact fees and capacity charge studies that offset the cost of expanding infrastructure to serve new development without placing a burden on existing customers.

Financial Planning & Modeling

Comprehensive financial plans focused on immediate needs as well as the long-term viability of agencies. Our financial models are flexible and user-friendly to allow for cash flow sensitivity analysis and to illustrate the impacts of policy decisions.

Public Approval Process

Lead informational workshops to educate the public about municipal finance. We provide start-to-finish assistance in the rate and fee approval process, including presentations to decision makers, publication of reports, and printing and mailing of notices (as applicable).

Utility Appraisal

Develop an inventory of utility assets and determine fair market value. We assist public agencies with negotiating the purchase or sale of utility property.

Expert Witness

Testify on behalf of public agencies to defend against lawsuits. We also represent public agencies as streetlight customers of California's electric utility providers in rate cases at the CA Public Utilities Commission.

The vast majority of our municipal rate studies over the past five years have been for agencies serving populations of 30,000 or fewer. We understand the administrative burden of the rate study process and will take the lead in Proposition 218 implementation. A sampling of our recent assignments is provided on the following page.

CLIENT	ACCOUNTS OR PARCELS	PROJECT	CONTACT PERSON	PHONE NUMBER
Nipomo CSD (Blacklake)	557	Blacklake Sewer Rate Study (2018) Blacklake Streetlight Rate Study (ongoing)	Mario Iglesias General Manager	(805) 929-1133
McMullin Area GSA	1,150	Groundwater Fee Study (2018)	Janelle Kratigger Legal Counsel	(916) 447-2166
City of Rio Dell	1,300	Water and Sewer Rate Study (2022)	Kyle Knopp City Manager	(707) 764-3532
City of Waterford	2,500	Sewer Rate Study (2019)	Michael Pitcock City Manager	(209) 874-2328
Templeton CSD	2,800	Water and Sewer Rate Study (2018)	Jeff Britz General Manager	(805) 434-4900
City of Tehachapi	3,000	Water and Sewer Connection Fee Study (2020) Parks and Civic Connection Fee Study (2021)	John (Jay) H. Schlosser Development Services Director	(661) 822-2200 ext 115
City of Anderson	3,500	Water Rate Study (2021)	Peter Wickenheiser Engineering Manager	(530) 378-6641
City of Kingsburg	3,600	Solid Waste Rate Study (ongoing)	Daniel Galvez Public Works Director	(559) 852-0065
City of Kerman	3,800	Water and Sewer Rate Study (2018)	Carolina Camacho Finance Director	(559) 846-9389
City of Chowchilla	3,900	Utilities Rate Study (2020)	Jason Rogers Public Works Director	(559) 665-8615, ext 300
City of San Fernando	5,000	Water and Sewer Rate Study (2019)	Kenneth Jones, MPA Management Analyst	(818) 898-1240
City of Wasco	5,100	Water and Sewer Rate Study (ongoing)	Isarel Perez-Hernandez Finance Director	(661) 758-7234
Town of Discovery Bay CSD	6,200	Water and Wastewater Rate Study (2020)	Dina Breitstein Asst. General Manager	(925) 634-1131

CDS – Community Services District; GSA – Groundwater Sustainability Agency

CONSULTANTS

Alison Lechowicz will serve as the Principal-in-Charge and main contact person. Catherine Tseng will serve as co-Project Manager and provide peer review. Sophia Mills will serve as financial analyst. No subconsultants are needed for this assignment.

Alison Lechowicz

PRINCIPAL – MAIN CONTACT PERSON



QUALIFICATIONS

15 years consulting experience
 Master of Public Administration
 Testified as an expert witness at the
 CA Public Utilities Commission
 Series 50 – Municipal Advisor
 Representative Qualification
 Series 54 – Municipal Advisor
 Principal Qualification

Project Manager

Funding alternatives and cash
 flow projection
 Rate recommendations
 Public presentations

Catherine Tseng

PRINCIPAL

QUALIFICATIONS

15 years consulting experience
 Master of Urban Planning
 Bachelor of Architecture

Co-Project Manager and Peer Review

Methodological review
 Review of draft and final reports
 Substitute for Ms. Lechowicz as
 needed



- **Analyst - Sophia Mills**

Alison Lechowicz



alison@
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(510) 545-3182



909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 15 years consulting experience: 5 years Co-founder and Principal at L&T Municipal Consultants, 7 years as Principal and Financial Analyst at Bartle Wells Associates, 3 years as Financial Analyst at Carollo Engineers
- Testified as an expert witness at the CA Public Utilities Commission in electric rate cases of Pacific Gas & Electric, Southern California Edison, and San Diego Gas & Electric
- Municipal Securities Rulemaking Board, Series 50 – Municipal Advisor Representative Series 54 – Municipal Advisor Principal

EDUCATION

- **Columbia University**
Master of Public Administration
- **University of California, Berkeley**
Bachelor of Science
Conservation & Resource Studies

REPRESENTATIVE ASSIGNMENTS

Templeton Community Services District:

Completed a water and sewer rate study. Conducted an analysis of the District's four water sources, determined the marginal cost of each source, and assigned each source to a water rate tier. Evaluated the transition of the District from regional wastewater treatment to local treatment.

Nipmo Community Services District:

Conducted sewer and street light rate studies for the Blacklake service area. Evaluated interim sewer rates prior to regionalization of treatment facilities. Determined lighting costs and options for converting to LED.

Town of Discovery Bay: Consultant for the Town for over ten years having conducted multiple water and sewer rate studies and capacity fee studies. Assisted the Town in recovering costs for new wastewater regulatory requirements.

CA Street Light Association: Consultant for the association for over ten years. Conducted reviews of PG&E, SCE, and SDG&E electric general rate cases. Sponsored testimony to mitigate proposed rate increases.

City of Tehachapi: Water and wastewater connection fee study. The wastewater fee study included localized fees for various sewer trunk lines throughout the City. Conducted a parks and recreation development impact fee study as well as a civic impact fee study.

Provided below is a sampling of Alison Lechowicz's project experience since 2010. Prior to 2010, Ms. Lechowicz worked for a civil engineering firm conducting financial analysis for master plans.

CLIENT	PROJECT	DATE COMPLETED
City of Alameda	Sewer Financial Plan and Rate Study	May 2015
City of Anderson	Water and Sewer Rate Study	February 2021
Town of Apple Valley	Water System Acquisition Feasibility Analysis	July 2011
City of Berkeley	Sanitary Sewer Rate Study	June 2015
City of Carmel-by-the-Sea	Bond Refinancing	October 2010
CA City County Street Light Association	Rate economist and expert witness	March 2010 to present (ongoing)
City of Chowchilla	Water, Sewer, Storm Drain, and Solid Waste Rate Study	June 2020
City of Chula Vista	Wastewater Capacity Fee Study Salt Creek Sewer Basin Impact Fee Study Depreciation Review	May 2014 June 2015 July 2018
City of Clovis	Water User Rates and Fee Study	February 2016
City of Colfax	Sewer Rate Affordability Review	June 2010
City of Colusa	Development Impact Fee Study Water System Valuation	June 2011 September 2014
Contra Costa Water District	Water Rate Study	February 2015
City of Cotati	Water and Sewer Rate Study	February 2013
Town of Discovery Bay	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2012
City of Emeryville	Sewer Rate Study	November 2016
Fresno Irrigation District	Financial Master Plan	Ongoing
City of Hemet	Water and Sewer Rate Studies and System Valuations Water Fund Rental Fee Analysis	July 2015 August 2018
Home Gardens Sanitary District	Sewer Rate and Capacity Fee Study	May 2015
Indian Wells Valley Water District	Bond Refinancing	December 2012
City of Kerman	Water and Sewer Rate Study	October 2018
City of Kingsburg	Solid Waste Rate Study	Ongoing
Kings River E. GSA	Groundwater Fee Study	February 2018
City of Lancaster	Streetlight Valuation	June 2014

CLIENT	PROJECT	DATE COMPLETED
City of Lindsay	Water Rate Study	June 2015
Napa Berryessa Resort Improvement District	Water and Sewer Assessment	July 2012
Newhall County Water District	Water Rate Litigation Support	November 2012
Nipomo CSD	Blacklake Sewer Rate Study	January 2019
Novato Sanitary District	Capacity Fee Study Sewer Rate Study	March 2016 April 2016
City of Palmdale	Sewer Service Charge Analysis	May 2011
City of Rio Dell	Wastewater Rate Study Water and Sewer Rate Study	May 2014 April 2022
Root Creek Water District	Water, Sewer, and Storm Drain Rate Study and Financial Plan On-call consulting services	April 2016 Ongoing
San Diego County Water Authority	Cost Allocation Review	May 2011
City of San Fernando	Water and Sewer Rate Study	December 2019
San Joaquin County	Utility Appraisal	November 2018
City of Santa Clarita	Sewer Maintenance Feasibility Study	June 2014
Saticoy Sanitary District	Bank Loan Financing	September 2013
South Tahoe Public Utility District	Sewer Bond Refunding	September 2012
Steger Sanitary District	Multiple sewer rate and connection fee studies	Multiple studies since 2010
Sunnyslope County Water District	Water and Sewer Bond Refinancing	October 2014
Tahoe Truckee Sanitation Agency	Sewer Fee Ordinance Review	May 2010
City of Tehachapi	Water and Sewer Connection Fee Study Parks and Civic Impact Fee Study	February 2020 March 2021
Templeton CSD	Water and Sewer Rates and Capacity Fee Study Parks and Fire Impact Fees	November 2018
Triunfo Sanitation District	Water Infrastructure Financing Automated Meter Financing	February 2011 May 2014
Tulare Lake Drainage District	Project Financing Project Financing	March 2012 January 2013
City of Wasco	Water and Sewer Rate Study	Ongoing
City of Waterford	Sewer Rate Study	June 2019

Catherine Tseng



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909 Marina Village Parkway #135
Alameda, CA 94501

EXPERIENCE

- 5 years Co-founder and Principal at L&T Municipal Consultants
- 10 years prior consulting experience: Vice President at Bartle Wells Associates
- 2 years civil servant: City of Oakland
- Specializes in utility rates, capacity charge, and financing plans for public works projects, and Proposition 218 compliance

EDUCATION

- **Columbia University**
Master of Urban Planning
- **University of California, Berkeley**
Bachelor of Arts
Architecture

REPRESENTATIVE ASSIGNMENTS

City of San Fernando: Water and sewer financial plan and rate study and Proposition 218 printing and mailing. Offered rate options to meet affordability criteria including funding of only high priority projects.

City of Brisbane: Currently conducting a water and sewer rate study. The City last updated rates in 2013 but has not done a comprehensive cost of service analysis since 2001. The 2022 update will also evaluate rates for a new development area that will double the City's service area.

City of Chowchilla: Completed a water, sewer, storm drain, and solid waste rate study. Rates will support the City's recent bond issuances and overcome prior deficit spending for the solid waste enterprise.

City of Anderson: Completed a water rate study to address depleting reserves. Analyzed multiple rate scenarios to minimize impacts to customers.

City of Rio Dell: Conducted a water and sewer rate study to fund mandated capital projects and eliminate operating deficit.

Provided below is a sampling of Catherine Tseng's project experience since 2006.

CLIENT	PROJECT	DATE COMPLETED
Alameda County Water District	Water Development Fee Study	January 2012
City of Anderson	Water and Sewer Rate Study	February 2021
Armona Community Services District	Water and Sewer Rate Study	March 2008
City of Benicia	Raw Water Rate Study and Update Water Rate and Connection Fee Study and Update Drought Rate Study	August 2013 and Sept 2015 February 2013 September 2014
Big Bear City Community Services District	Water, Sewer, and Solid Waste Rate Study	May 2015
City of Brisbane	Water and Sewer Rate Study	Ongoing
City of Chowchilla	Water, Sewer, Storm Drain, and Solid Waste Rate Study	June 2020
Coastside County Water District	Water Financing Plan Water Rate Study	August 2009 January 2010
Crestline Sanitation District	Wastewater Rate Study	June 2015
City of Davis	Water Rate Study Water Rate Study Update	March 2013 September 2014
Diablo Water District	Water Bond Financing Bond Refinancing	August 2010 April 2013
El Dorado Irrigation District	Development Impact Fee Study Water Rate Study	October 2008 January 2009
Elk Grove Water District	Water Financial Plan and Rate Study	December 2007
Fairbanks North Star Borough	Bond Refinancing	November 2011 and September 2013
Fresno Irrigation District	Financial Master Plan	Ongoing
City of Glendale	Water Rate Study	May 2015
Town of Hillsborough	Water and Sewer Rate Study	December 2006
City of Hanford	Water Financing	December 2007
Humboldt Bay Municipal Water District	Water Financial Plan	April 2011
Indian Wells Valley Water District	Water Rate Study Bond Financing Water Rate Cost of Service and Development Impact Fee Study	January 2007 August 2009 January 2012 and 2015

CLIENT	PROJECT	DATE COMPLETED
City of Menlo Park	Water Rate Study Recycled Water Analysis	May 2015 October 2015
Montara Water & Sanitary District	Water and Sewer Rate Studies	Multiple studies since 2006
Montecito Water District	Drought Rate Study	February 2015
Novato Sanitary District	Bond Financing	October 2011
Olivehurst Public Utilities District	Water Rate Study and Updates	2007, 2009 and 2014
City of Patterson	Water and Sewer Rate and Capacity Fee Studies	Multiple studies since 2010
City of Rio Dell	Water and Sewer Rate Study	April 2022
Root Creek Water District	Financial Policy Manual	July 2017
Running Springs Water District	Water, Sewer, Fire and Ambulance Rate Studies	July 2010
City of San Bruno	Water and Sewer Rate Study	April 2012
City of San Fernando	Water and Sewer Rate Study	December 2019
Sanitary District No. 5 - Tiburon	Financial Review	September 2013
Sausalito-Marín City Sanitary District	Wastewater Facilities Financing Plan	May 2016
Selma Kingsburg Fowler Sanitation District	Capital Improvements Program Study	March 2008
Solano County Water Agency	Reserve Fund Study	May 2007
Sonoma County Water Agency	Sewer Service Charge and Volumetric Sewer Rate Study	August 2012
City of Tulare	Bond Financing	2010, 2012, 2013, and 2015
Union Sanitary District	Sewer Capacity Fee Study	October 2010
City of Vacaville	Water and Drought Rate Study	October 2015
Town of Yountville	Water and Sewer Rate Study Recycled Water Rate Study	February 2011 April 2012

Sophia Mills



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909 Marina Village Parkway #135
Alameda, CA 94501

EDUCATION

- **Davidson College**
Bachelor of Arts
Economics, Spanish

OTHER SKILLS

- Fluent in Spanish
- Proficient in Python 2.7, SAS (statistical analysis software), ArcGIS, HTML, and CSS

REPRESENTATIVE ASSIGNMENTS

Town of Discovery Bay CSD: Assisted the Town in water and sewer rate study to accommodate new wastewater regulatory requirements and capital project funding. Also completed a water and sewer capacity fee study.

City of Anderson: Completed a water rate study to address depleting reserves. Analyzed multiple rate scenarios to minimize impacts to customers.

City of Tehachapi: Conducted a parks and recreation development impact fee study as well as a civic impact fee study based on a 20-year planning horizon.

City of Rio Dell: Conducted a water and sewer rate study to fund mandated capital projects and eliminate operating deficit. Analyzed impacts of alternative rate structures for each utility.

City of Brisbane: Currently conducting a water and sewer rate study. The City last updated rates in 2013 but has not done a comprehensive cost of service analysis since 2001. The 2022 update will also evaluate rates for a new development area that will double the City's service area.

City of Wasco: Currently conducting a water and sewer rate study. Developing new water rate structure to ensure compliance with conservation mandates and Proposition 218.

SCHEDULING

Provided below is Lechowicz & Tseng’s preliminary schedule for the rate study. The schedule provides for the Proposition 218 hearing in May 2023 and new rates going into effect July 2023. We are flexible to work with the District to revise the schedule as needed.

PROJECT TASK	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1. Kickoff & Data Gathering	█									
2. Financial Plan	█	█	█							
3. Cost Allocation		█	█							
4. Rate Design		█	█	█	█					
5. Connection Fees		█	█	█	█					
6. Reports & Model				█	█	D	█	F		
7. Meetings & Presentations	V	V	I	V	2	V	3		4	5
8. Proposition 218									PROP 218	

V – virtual meeting with staff; I to 6 in-person meetings; D – draft report submitted; F – final report submitted

To accomplish the scope of work, we suggest six in-person trips and four virtual meetings. Presentations to the Board and community workshops could occur during the same trip. We suggest meeting with the District either virtually or in-person about once a month. Provided below are our suggested virtual and in-person meetings. Additional meetings can be added as needed.

- Virtual Meeting #1** Kickoff meeting to be conducted ASAP after notice to proceed
- Virtual Meeting #2** Progress meeting with staff to review preliminary financial plan
- Meeting #1** Presentation of initial financial plan to the Board
- Virtual Meeting #3** Progress meeting with staff to review initial rate design and connection fee recommendations
- Meeting #2** Presentation of initial rate design to the Board/community workshop
- Virtual Meeting #4** Progress meeting with staff to review the draft report
- Meeting #3** Presentation of the draft report to the Board
- Meeting #4** Presentation of the final report; Board authorizes the Prop 218 process
- Meeting #5** Community Workshop
- Meeting #6** Proposition 218 Rate Hearing

COST CONTROL

We understand the considerable expense that the rate study represents to the San Miguel Community Services District. Ultimately, the District must justify the cost of outside expertise to the ratepayers. L&T will be your partner throughout the process to work efficiently and conserve budget. Our approach is to employ a small but capable team, closely monitor the schedule, and take responsibility for unexpected issues.

Staffing

L&T employs a team of three consultants consisting of two principals and one analyst. At this level of staffing, all consultants are well aware of project details and the client's expectations. We have the manpower to tackle unexpected issues while keeping our billed time and materials in check. Principal Alison Lechowicz will serve as the project manager and main contact person.

Scheduling

Our project management approach is to work backwards from the District's desired rate implementation date, account for the 45 day Proposition 218 waiting period, and plan for multiple informational workshops with the community and internal review with District staff. L&T provides regular check-ins to present draft calculations. We aggregate our notes and provide a list of follow-up action items. We've found this documentation is helpful in streamlining workflow between the client and our staff. Our monthly invoices provide detailed descriptions of finished work as well as upcoming deliverables. It is easy to compare tasks completed with budget remaining.

Managing Unexpected Issues

Our approach is simple – we roll up our sleeves and get the job done. When initiating a project, it's impossible to know every twist and turn an assignment may take. Unexpected issues may arise, out of scope tasks may be required, and political sensitivities may become uncovered. An issue that often arises is data availability. Engineering studies, financing estimates, and billing data can cause delays. L&T strives to be flexible and responsive to our clients. As needed, we can rely upon additional sources of information such as County or regional plans, industry standard estimates, and/or data from comparable agencies like Nipomo or Templeton CSD. Our models are automated and can be updated quickly when new information becomes available.

We remain available to take on additional tasks, coordinate between departments, agencies, and contractors, attend evening meetings, make presentations, and provide clerical support such as printing and mailing of public notices. Successful projects consist of both major deliverables and many small administrative tasks. Lechowicz & Tseng maintains high client satisfaction (as indicated by our many repeat clients) because we take responsibility for all aspects of our assignments.

SECTION 4: DESCRIPTION OF ANALYSIS

FINANCIAL PLANNING & MODELING

Meeting the cost of service and funding the District's infrastructure needs are the fundamental goals of the rate study. The cost of service encompasses many financial variables such as inflation, capital improvement funding, accumulation of reserves, debt service, and conservation impacts. L&T will provide cash flow analysis fed by a financial dashboard showing how each of these factors impact the District's bottom line. As appropriate, we will review a barebones scenario including only inflationary cost increases, a highly funded scenario with funding for all capital projects, and a moderate scenario that funds high priority projects and phases in reserve funding.

Our calculations will be summarized in reports and provided as an Excel-based financial dashboard that the District can use to model future rate adjustments long after our work is complete. We are currently conducting a similar project for the Fresno Irrigation District (operating budget of \$18M over five sub-funds). Our model offers a data entry dashboard, automated interfund transfers based on user-entered conditions, fully linked charts and graphs, and a master summary sheet with financial indicators (affordability, fund balances, debt coverage, amount of projects funded, etc.).

Screenshot of a recent financial dashboard created by L&T for a public agency client

Year	Year	Rates		Water Sales	Debt Proceeds	Grant Revenue	Capital Projects Funded	Debt Coverage		Combined Minimum Balance Test
		% Increase	Revenue					Test	Ratio	
2024	1	0.0%	\$12,534,000	\$0	\$0	\$0	\$5,270,000	FAIL	-1.08	PASS
2025	2	0.0%	\$12,534,000	\$0	\$0	\$0	\$349,000	FAIL	-1.23	FAIL
2026	3	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.38	FAIL
2027	4	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.54	FAIL
2028	5	0.0%	\$12,534,000	\$0	\$0	\$0	\$0	FAIL	-1.71	FAIL
Subtotal		0.0%	\$62,670,000	\$0	\$0	\$0	\$5,619,000			
(cumulative) (1)						All Funded?	NO			

1 - Cumulative increase from 2023 through 2028

REGISTERED MUNICIPAL ADVISOR

Lechowicz & Tseng Municipal Consultants is a municipal financial advisor registered with the Municipal Securities Rulemaking Board (MSRB) and the Securities Exchange Commission (SEC). We are able to provide detailed advice regarding the timing and structure of debt and the adequacy of rate revenues to meet debt coverage requirements. As a registered advisor, Principal Alison Lechowicz can provide a detailed comparison of financing options and make recommendations. L&T will provide our professional opinion on the District's financial standing to bond counsel as needed.

RATE DESIGN

Water

Subsequent to the San Juan Capistrano court case, volume rates, tiered pricing, and conservation rates are under increased scrutiny in California. Agencies may no longer adopt usage rates to meet conservation objectives without a supporting cost analysis. At the same time, SB 606 and AB 1668 require water purveyors to gradually reduce indoor water use. L&T will guide the District through compliance with these regulations and provide options for cost-based water usage tiers.

Sewer

A critical element for the sewer enterprise will be repayment of any debt needed to fund expansion of the wastewater treatment plant. L&T will determine what costs can be attributed to growth vs. existing customers and how connection fees might provide repayment over time. As a municipal financial advisor, we are well aware of typical bond covenants and can provide detailed cash flows and rate projections to the District's bond counsel.

Solid Waste

The biggest challenge facing solid waste utilities is compliance with Senate Bill (SB) 1383. Providers are seeing increased costs for organics recycling, auditing, and procurement of biofuels and compost. L&T's approach is to pass along the District's service provider costs plus an administrative adder for overhead expenses and accumulation of reserves. We will emphasize that these increases are due to state mandates outside of the District's control.

Street Lights

L&T is fully capable of providing a street light rate study to SMCSO. We completed a similar study for Nipomo CSD (public hearing set for June 8, 2022). We developed a financial plan including added costs for deferred maintenance, 2022 electric rate increases, accumulation of reserves, and conversion to LED. Firm principal Alison Lechowicz is keenly aware of street light rate structures having served as the expert witness for the California Street Light Association since 2010.



*Mission bell style street light
Photograph by Alison Lechowicz*

PUBLIC OUTREACH

L&T has a breadth of experience with controversial rate, fee, and tax increases and public outreach. Outreach is particularly important for smaller public agencies as they have a greater risk of ratepayers garnering a 50% majority protest to deny a rate adjustment. Our final documents will stress the value of the District's services, explain why costs are increasing, and describe cost saving measures. Our approach is to understand any "hot button" issues in your service area and respect local political sensitivities (such as upcoming elections). We propose six in-person meetings to fully vet alternatives with the community. Moreover, L&T can draft public notices, newsletters, web and/or social media postings.

SECTION 5: WORK PLAN

SCOPE

Provided below are our proposed tasks needed to complete the rate and connection fee study. We remain flexible to adjust the scope to meet the District's needs. As requested, our rate design task will include an evaluation of the advantages and disadvantages of budget-based water tiers.



Task 1:
Data Gathering



Task 2:
Financial Plan



Task 3:
Cost Allocation



Task 4:
Rate Design



Task 5:
Connection
Fees



Task 6:
Reports &
Model



Task 7:
Meetings &
Presentations



OPTIONAL Task 8:
Prop 218 Assistance

Task 1 – Project Kickoff and Data Gathering

Kickoff Meeting

L&T will meet with District staff for a project kickoff meeting to review study goals, milestones, identify project team members, and determine roles and responsibilities.

Data Gathering

Assemble the necessary data to complete the study. The goal is to understand the District's financial standing, current rate structure, debt obligations, and utility billing information. A data needs list will be provided to the District prior to the kickoff meeting.

Task 2 – Financial Plan

Annual Revenue Requirements

With staff input, we will estimate future operating and capital expenditures to estimate annual revenue needs. We will factor in projections of growth, repairs and replacements, cost escalation, sewer flows, conservation, regulatory compliance, existing debt service, and operational changes to ensure that all future expenses are included. L&T will determine appropriate inflationary increases including potential cost passthroughs from the District's solid waste provider.

Review Reserve Fund Targets

This subtask involves reviewing the current operating and capital reserve balances for each utility and evaluating reserve targets for emergency reserves, rate stability reserves, long term capital reserves, short term capital reserves, or other categories as appropriate. At minimum, our analysis will review the age and condition of the systems, annual depreciation costs, debt service reserves, and expenses related to emergencies.

Evaluate Debt Service Coverage

L&T will review budgets, audits, and bond disclosure documents to understand current debt obligations. We will determine current coverage ratios based on net operating revenues compared to annual debt service expenses. We will also evaluate if the utilities have capacity to take on additional debt at the current revenues. Our final rate recommendations will include projections for the District to meet its coverage requirements in the years to come.



Review Capital Improvement Needs

Our cash flow analysis will isolate the impacts of capital funding separate from increases needed to fund other utility expenses. Typically, L&T suggests three capital funding scenarios: 1) bare bones: fund only critical improvements, 2) priority funding: fund critical projects plus high-priority, level of service improvements, and 3) full funding: fund all proposed projects. We will work with the District to determine project affordability and

adjust our rate recommendations accordingly. L&T will review various financing options to fund capital needs, including pay-as-you-go/cash funding and other debt financing alternatives, such as State loans/grants, bank loans, and certificates of participation/bonds.

Cash Flow Projections

Annual revenue requirements and capital funding needs will be used to develop long-term cash flow projections summarizing the financial position of the utilities over the next 10 years. The cash flow projections will estimate rate increases needed to meet annual revenue requirements, debt obligations, and reserve fund targets. The cash flow will include other potential revenue sources not currently captured by the District.

Sensitivity Analysis

Based on input from the project team, L&T will incorporate rate sensitivity analysis to determine affordability. We will determine rate impacts under various scenarios, possibly including cash funding of projects, debt funding of projects, water cutbacks, etc. Sensitivity analysis can often become an iterative process. L&T is flexible to run additional scenarios as needed.

Task 3 – Cost Allocation

Evaluate Customer Billing Data

We will evaluate historical and current water consumption, wastewater flow, pollutant loading, and other billing data to estimate future drought and normal year water demands. A key aspect of this task is to determine the amount of water use and revenue collected from meter charges and volume rates.

Functionalize Costs

Functionalization is the allocation of expenses by major operating activities for the utilities, including water supply, peak pumping, treatment, storage, transmission, overhead, and administration. Sewer categories will consist of customer service, flow, BOD, and TSS. Solid waste categories are determined by the service provider. Street light categories are determined by landuse and traffic frequency.

Allocation to Customer Classes

After costs have been categorized by function, costs are then allocated to each customer class based on water demand and sewer flow and loading characteristics. The result produces fixed and variable revenue requirements for each customer class which can be recovered via fixed charges and usage rates. The allocation to customer classes will be based on American Water Works Association best practices and meet the proportionality requirements of Proposition 218.

Survey of Local Rates

We will prepare a survey comparing the District's current and proposed bills to local agencies. The survey will be summarized in tables and charts that can be used for outreach, presentations, and the final report. We will also prepare a bill comparison for different levels of water use and different customer classes. The final list of surveyed agencies will be determined by the District.

Task 4 – Rate Design

Assess Current Rate Structure and Customer Classifications

Review the District's current rate structures and customer classifications to assess the advantages and disadvantages of the existing systems and to determine compliance with industry standards and court rulings. While compliance with Proposition 218 will guide all our recommendations, additional criteria may include: the impact on customer bills, public understanding, revenue stability, ease of implementation, compatibility with the existing billing system, and staff effort needed for administration.

Rate Alternatives

Based on the criteria developed with staff and the cost of service analysis, we will identify other rate structures or modifications. In particular, L&T will ensure that any tiered rate options are cost-justified and compliant with recent court rulings. We intend to provide a detailed analysis to assess the appropriateness of desired tiers and to ensure compliance with the requirements of Proposition 218. We will determine if usage rates align with projected water sources, costs, and long-term conservation goals (such as per capita usage of 50 gallons per person per day). L&T will also provide drought rates applicable to various levels of water shortage. It may be prudent to phase-in adjustments over time.

For drought surcharges, we typically recommend implementing drought rates as an additional separate consumption charge levied on all usage. Applying the drought rate to only the consumption charge component gives customers the increased ability to control a portion of their water bills. The surcharge would be charged on a temporary basis and would be phased out when the District determined that water supply conditions had returned to normal and drought-related costs and revenue reductions had been recovered.

For our sewer recommendations, we will fully document all underlying flow and pollutant estimates used in our analysis. At minimum, L&T will analyze continuing the District's current structure or implementing volume billing based on metered winter water use. We will outline the advantages and disadvantages of each option. We will also develop rate options for recycled water.



This task includes a legal review of current and proposed rate design alternatives (solid waste and street lighting rate structures are likely to remain the same). As needed, we will coordinate with the District's Attorney. For the final study, we will present rate structure options that will both meet the District's needs and relevant legal requirements. L&T will compare all our estimates and recommendations with those used by other local entities.

Bill Impacts

Based on the recommended rates, calculate the bill impacts for a sample of typical customers including both residential and non-residential. If needed, develop an implementation plan to phase in adjustments.

Finalize Recommendations

Our rate recommendations will include multi-year rate increases and rate design adjustments. The final plan will show projected rates for each customer class for each year.

Task 5 – Connection Fees

Evaluate Impact Fee Methodologies

Identify and evaluate methods for calculating impact fees. Discuss advantages and disadvantages with the District and determine a recommended approach. Fees can recover costs for both existing and future infrastructure that benefits new development. Some key fee methodologies may include: (1) Buy-In Approach, (2) Incremental (Expansion) Cost Approach, (3) Buy-In + Expansion Cost Approach.

Determine Current Value of Assets

If the project team determines that a buy-in fee component is appropriate, we will calculate the current value of assets that will be included in the calculations. The current value of facilities can be calculated by adjusting the original or depreciated value of each facility or asset into current dollars using the Engineering News-Record Construction Cost Index, a widely used measure of construction cost inflation.

Allocate Capital Program Costs to Current & Future Users

Allocate capital improvement costs to existing and future users based on the need for each project (capacity expansion, regulatory compliance, correct existing deficiencies). Evaluate alternate fee areas and allocate costs to new fee areas as appropriate.



Determine Adjustments

Determine any adjustments to the fees to account for grant funded or developer contributed facilities (as applicable). Determine the value of any credits, in-lieu fees, or refunds owed to developers who have contributed facilities or prepaid for capacity. This task will also include a review of any debt financed facilities that will be included in the fees. Debt service costs can be recovered from connection fees.

Calculate Unit Costs of Capacity

Recommend connection fees based on the data developed above. Divide costs of existing facilities by the total build-out capacity of the system. In addition, divide the cost of expansion projects by the amount of capacity they add.

Determine Fees for Various Customer Types

Review the District's current definition of an equivalent dwelling unit and adjust based on results of the engineering analysis. Develop a schedule of recommended fees and a new customer conversion chart.

Fee Survey

Compare the District's current and proposed fees to other local agencies. Provide a summary chart for inclusion in the final reports. Develop or revise the fee ordinance to reflect the project team's recommendations.

Task 6 – Reports & Model

Submit a draft summary report for District review and feedback. The report will summarize findings and recommendations and discuss key alternatives when applicable. We will then incorporate all staff comments and update recommendations accordingly. The final report will reflect input received from staff and Board members. Our reports are intended to serve as the administrative record for the Board and



will be compliant with Propositions 218 and 26. The final street lighting deliverable will be a rate study. The District's engineer will separately prepare and stamp the assessment report based on the rates proposed by L&T. L&T will assist in drafting the assessment report as needed.

L&T focuses on straightforward reports and models that easily convey information. If planning assumptions change after the assignment is complete, the Board will have the underlying information to change course and make adjustments. All study

materials including the final Excel-based financial model will be submitted to the Board in their native format (Word, Excel, Powerpoint, etc.). L&T's materials do not contain any proprietary information or specialized software.

Task 7 – Meetings & Presentations

L&T proposes six (6) in-person trips for the rate study. Public workshops and Board meetings can be conducted on the same day or same trip. For the public meetings, we will present draft results and provide a "Rates 101" educational overview. Topics will include the rate study methodology, funding challenges, and legal requirements. We will submit the final report and request authorization to initiate the Proposition 218 process. We can draft the District's Proposition 218 notice of public hearing and any additional community outreach materials as needed. Our final presentation will occur at the Proposition 218 hearing where we will give an overview of the rate proposal and adoption procedures.

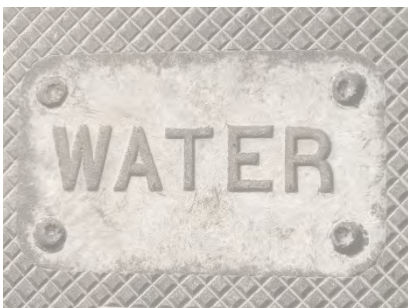
OPTIONAL Task 8 – Proposition 218 Procedural Assistance

L&T is available to provide comprehensive Proposition 218 procedural assistance including arranging the printing and mailing of the Proposition 218 notice for the water, sewer, and solid waste enterprises as well as the assessment ballots for the street light rate increase. We recommend that the District use the Proposition 218 notice as an outreach opportunity to explain why the rate adjustments are needed and to highlight what the District has done to help reduce costs.

We will coordinate and conduct all deliverables associated with compliance with Proposition 218 including: aggregating the ratepayer and property owner mailing lists, drafting the Proposition 218 notice, translating the notice into Spanish (if desired), printing the notices, and certifying the mailing of the notices.

DELIVERABLES

- Data request list
- Kickoff meeting
- Virtual progress meetings with staff and action items distributed to the project team
- Identification of capital improvement expenses and allocation of costs
- Debt coverage projection (including our professional opinion provided to bond counsel)
- Review of prudent operating reserves and recommended reserve fund levels
- Cash flows with anticipated funding sources, cost recovery, and water cutback scenarios
- Analysis of fixed and variable operating and capital costs
- Evaluation of customer characteristics including water use/sewer flow, strength loading, and number of accounts
- Water rate design alternatives including meter fees, tiered rates, and drought rates
- Review of pros and cons of budget-based water rate structures
- Sewer rate design alternatives including an equivalent dwelling unit-basis, volume rates, and updated flow and loading assumptions that reflect conservation
- Recycled water rate alternatives
- Solid waste and street lighting rate alternatives
- Final ten-year rate projections including options for inflationary increases
- Bill impacts and rate survey of local agencies
- Cost and capacity of the District's infrastructure
- Connection fee methodologies and proposed fees
- Draft and final rate and connection fee reports
- Final model, user guide, and training session
- Proposition 218 public notice draft and/or educational materials
- Six (6) in-person meetings/presentations at District offices
- OPTIONAL: Printing and mailing of the Proposition 218 public hearing notice for water, sewer, and solid waste; printing and mailing of ballots for the street light assessment vote; final Excel-based mailing list for the District's records



SECTION 6: PRICE – SEE COST PROPOSAL

Please see the Cost Proposal included as a separate, sealed envelope.

SECTION 7: EXPERIENCE SUMMARY

This section provides detailed project references to supplement the list of our recent similar studies provided on page 3.

Templeton Community Services District

Water and Sewer Rate and Connection Fee Study



The Templeton Community Services District (TCSD) is located in San Luis Obispo County on Highway 101 immediately south of the City of Paso Robles. Lechowicz & Tseng Municipal Consultants completed water and wastewater rate studies for TCSD and Alison Lechowicz served as project manager. New utility rates were unanimously adopted by the Board of Directors on September 18, 2018.

A main task of the study was to analyze TCSD's tiered water rates to comply with Proposition 218 and the San Juan Capistrano court case. Prior to Ms. Lechowicz's work, TCSD did not have an administrative record documenting the cost of service. L&T reviewed the capital and operating expenses of the District's four water sources and developed new tier breakpoints. The revised tiers better reflect long-term supply from each source and how the District operates the water system.

Jeff Britz
General Manager
jbritz@templetonscd.org
(805) 434-4900

The sewer rate study was critical for Templeton CSD to reverse past deficit spending, accumulate emergency reserves, and transition service from regional to local treatment. Another consulting firm conducted TCSD's rate study in 2013 and revenues did not materialize as projected. Ms. Lechowicz presented options to the Board to improve the financial health of the wastewater fund over ten years. Alternatives included low/moderate rate impact options as well as aggressive funding scenarios.

Nipomo Community Services District

Blacklake Service Area Sewer Rate Study

Blacklake Service Area Street Light Rate Study



The Nipomo Community Services District (NCSD) is located in southern San Luis Obispo County near Highway 101. NCSD consists of two separately operated wastewater collection, treatment, and disposal systems – the Town system and the Blacklake system. The Blacklake system serves 559 customers and utilizes the Blacklake Water Reclamation Facility. Lechowicz & Tseng Municipal Consultants was engaged to conduct a sewer rate study for the Blacklake sewer system. L&T’s final rate report was accepted by the Board of Directors and the successful Proposition 218 hearing was held January 2019.

The Blacklake community’s prior rate study process occurred in 2007 and was contentious. The rate-payers achieved a majority protest and the rates could not be adopted. Ultimately, NCSD proposed lower rate increases that eliminated capital improvement funding, and NCSD implemented a series of rate adjustments from 2009 to 2013. For the 2018/19 rate study, L&T Municipal Consultants was tasked with developing a plan that would provide “catch up” capital project funding, meet inflationary cost increases, and gain acceptance from the homeowners. Moreover, NCSD is regionalizing the Blacklake system with the Town system. The 2018/19 plan provides adequate funds to keep the Blacklake system operating efficiently while regionalization is completed.

Ms. Lechowicz worked closely with the Blacklake Oversight Committee to develop a 5-year financial plan. Where possible, the plan assigned major treatment plant improvements to later years so that capital funding could be reallocated to regionalization projects if appropriate. Ms. Lechowicz was also careful to minimize rate structure changes to provide continuity with the prior rate study and to mirror the Town system’s rates.

Fall 2021, L&T was re-hired by Nipomo CSD to conduct a Street Light Rate Study for the Blacklake Streetlight Assessment District. We were thoughtful in estimating costs based on new maintenance expenses, pole painting, accumulation of reserves, and known rate increases from Pacific Gas & Electric (PG&E). The District had not increased street light assessments in many years and L&T provided education regarding various lighting configurations, PG&E tariff structures, and the opportunity for conversion to LED. Spring 2022, we submitted our final rate study and the assessment balloting process is underway. The Proposition 218 hearing is set for June 8, 2022.

Mario Iglesias
General Manager
miglesias@ncsd.ca.gov
(805) 929-1133

City of Rio Dell

Water and Sewer Rate Study

Catherine Tseng recently served as the project manager for the Water and Sewer Rate Study. Alison Lechowicz had worked on the City's prior sewer rate study. Located in Humboldt County, the City of Rio Dell provides water and sewer services to a population of approximately 3,700. Although their sewer rates have increased annually by the change in the Consumer Price Index since 2013, the sewer fund is operating in a deficit and not meeting debt service coverage.



The water rates have not increased since 2015, and the Water Fund is facing nearly \$15 million in capital projects over the next five years to upgrade the distribution system and to seismically retrofit a storage tank. The City has applied for State grants and loans to assist with funding the mandated projects; however, rate increases are needed to retain a positive credit rating and repay debt obligations.

Kyle Knopp

City Manager

knoppk@cityofriodell.ca.gov

(707)764-3532

The City asked L&T to evaluate capital financing options, ranging from full grant funding to full loan funding. L&T also assessed the impact to rates if the City were to transition from a 70% fixed/30% variable revenue recovery to a 50% fixed/50% variable revenue recovery for both the water and sewer rates with the objective of lowering the impact on low water users. The City Council ultimately decided not to change the rate revenue recovery structure to stabilize revenues given the impending drought. The City held its

Proposition 218 hearing on April 19, 2022 and anticipates that the new water and sewer rates will go into effect on July 1, 2022.

City of Chowchilla

Water, Sewer, Solid Waste, and Storm Rate Study

June 2020, L&T finalized a comprehensive utility rate study for the City of Chowchilla's water, sewer, solid waste, and storm water enterprises. Alison Lechowicz served as co-financial analyst and Catherine Tseng served as co-financial analyst and project manager. Located in Madera County, the City operates and maintains the water, sewer, and storm water utilities for a population of roughly 18,500. The last water and sewer rate study was conducted in 2012 in which the City adopted water and sewer rates through 2021. However, rates for the solid waste and storm drain utilities had not been increased in over 10 years.

L&T developed three rate options based on varying levels of capital funding for water, sewer, and storm water. The rate options for solid waste were based on repayment of an interfund loan to the General Fund. Since the last water and sewer rate study, the City had completed metering all customers, and the non-metered rates had been phased out. Because the City was in the second year of being fully metered, historical consumption data was limited. The study included updated cost of service analysis and recommended rate adjustments through FY2024/25. L&T also managed the drafting, printing, and mailing of the Proposition 218 notice.

The City Council approved rate increases for the water, sewer, and solid waste utilities but will reconsider the storm drain rates in the future once the procedure for adopting storm drain rates has been successfully implemented by other agencies in the State.



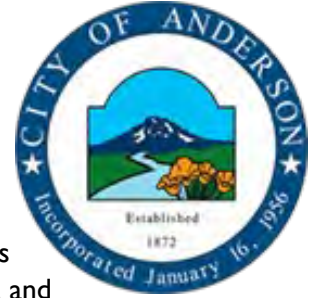
Jason Rogers

Director of Public Works
 jrogers@cityofchowchilla.org
 (559) 665-8615, x300

City of Anderson

Water Rate Study

Located in Shasta County, the City of Anderson provides water service to about 3,500 customers. The City engaged L&T to complete a water rate study and to recommend rate adjustments through 2024/25. Catherine Tseng served as lead analyst and project manager. Water rates had not been increased in 6 years, and the Water Fund was operating in a deficit. Without rate increases, it was anticipated that the water utility's reserves would be depleted by 2024.



To minimize the impact on customers, the City restricted planned capital projects to the bare minimum for maintenance and operations. Projects for upgrades or expansion were not included. After a comprehensive review of the operating budget and capital plan, L&T proposed 5 percent annual rate increases to cover the operating deficit and to meet reserve fund targets.

The last water rate study was conducted over 10 years ago. The City wanted to maintain the current rate structure to mitigate bill impacts. To comply with Proposition 218, L&T completed a cost of service analysis using the Base-Extra Capacity method and applied updated meter capacity ratios to develop a cost basis for the current rate structure. L&T also reviewed the rates for customers located outside of the City and developed a cost basis for the increased rates.

L&T managed the drafting, printing and mailing of the Proposition 218 notice. The notice was mailed to over 4,700 property owners and tenants.

Peter Wickenheiser
 Engineering Services Manager
 pwickenheiser@ci.anderson.ca.us
 (530) 378-6641

SECTION 8: ADDITIONAL DATA

NO CONFLICTS OF INTEREST

The firm of Lechowicz & Tseng Municipal Consultants and its employees have no personal or professional financial or other interests which could be a conflict of interest.

MUNICIPAL SECURITIES RULEMAKING BOARD

Depending on the extent of services provided under the financial planning task, the study may include municipal advisory activities subject to Municipal Securities Rulemaking Board (MSRB) oversight. Our duties as a Municipal Advisor are listed below:

- Lechowicz & Tseng Municipal Consultants will notify the client in writing, if and when, our services transition into municipal advisory services as categorized by the MSRB. Municipal advisory services will cease when the final report is presented to the client.
- Lechowicz & Tseng Municipal Consultants will provide advice and conduct activities with a “duty of care” and a “fiduciary duty” to the client. Our role and responsibilities during this engagement will continue through the completion of the project.
- Lechowicz & Tseng Municipal Consultants is a registered Municipal Advisor with the Securities and Exchange Commission (SEC Registration No. 867-02374) and the Municipal Securities Rulemaking Board (MSRB ID K1236).
- Lechowicz & Tseng Municipal Consultants has never been cited for any legal or disciplinary action regarding municipal advisory activities.
- Lechowicz & Tseng Municipal Consultants has not and will not receive any compensation from any third party seeking to provide services, municipal securities transactions, or municipal financial products related to this assignment. L&T or any of its employees will not engage in any activities that would produce a direct or indirect financial gain for the firm other than compensation for our services identified in this proposal.

The website address for the Municipal Securities Rulemaking Board (MSRB) is www.MSRB.org. The MSRB’s website provides a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority. The municipal advisory client brochure is accessible via a link on www.MSRB.org or can be downloaded from <http://www.msrb.org/~media/Files/Resources/MSRB-MA-Clients-Brochure>.



THANK YOU



909 Marina Village Parkway #135 | Alameda, CA 94501 | (510) 545-3182 | www.LTmuniconsultants.com



San Miguel Community Services District

Board of Directors Staff Report

June 23rd 2022

AGENDA ITEM: XI-4

SUBJECT: Consider approving RESOLUTION 2022-36 authorizing the Interim General Manager or Director of Utilities to execute a purchase and sale agreement in the amount of \$100,000 for the sale of District property (Assessor parcel number 021-261-019) to Colin Weyrick.

RECOMMENDATION:

Approve a resolution authorizing the Interim General Manager or Director of Utilities to execute a purchase and sale agreement in the amount of \$100,000 for the sale of District property (Assessor parcel number 021-261-019) to Colin Weyrick.

BACKGROUND:

The District currently owns a single lot on Mission Street between 12th and 13th. This lot is 25' by 150' and by itself is not sufficient to build an office or meeting space which would meet the District's needs.

In April 2022, the Board approved the Interim General Manager and Director of Utilities to engage in negotiations on behalf of the District with the neighboring landowners to sell the parcel. On May 17, 2022, an agreement in principal was struck, in which Colin Weyrick agreed to pay \$100,000.00 for the parcel, which appears to be a comparable price to other lots similar lots sold in San Miguel in recent months.

The close of escrow is estimated to occur 14 days after the execution of the Agreement after Weyrick performs its due diligence on the property. There are no contingencies, such as the buyer securing a loan or an appraisal of the property.

ALTERNATIVES/OPTIONS:

The Board's options regarding the proposed resolution include:

1. Adopt the resolution to authorize the Interim General Manager or Director of Utilities to enter into the Agreement;

2. Adopt the resolution with changes;
3. Take no action regarding the resolution and the Agreement.

ENVIRONMENTAL:

The Agreement does not constitute a project under the California Environmental Quality Act because the sale of raw land will not result in a direct or indirect change in the environment. (Pub. Res. Code § 21065; 14 CCR § 15378.)

FISCAL IMPACT:

The Agreement will benefit the District's general fund in the sum of \$100,000.00, including the District's costs in drafting the Agreement and closing costs related to the transaction.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments:

Resolution 2022-36

Purchase and Sale Contract APN 021-261-019

RESOLUTION NO. 2022-36

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM GENERAL MANAGER OR DIRECTOR OF UTILITIES TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE SALE OF REAL PROPERTY TO COLIN WEYRICK

WHEREAS, the San Miguel Community Services District (“District”) has the authority to sell District-owned real property for any public purpose; and

WHEREAS, Colin Weyrick (“Weyrick”), desires to purchase, and the District desires to sell, unutilized property currently owned by the District which is located at 1225 Mission Street, San Miguel, California 93451, further described with Assessor’s Parcel Number 021-261-019 (the “Property”); and

WHEREAS, the Interim General Manager and Director of Utilities have negotiated the terms of a purchase and sale agreement (“Agreement”) with Weyrick, for the District to sell such Property to Weyrick; and

WHEREAS, the Board of Directors (“Board”) of the District has reviewed the Agreement and has determined that the offer from Weyrick is fair and commensurate with the market value of the Property;

WHEREAS, the Board finds it to be in the best interest of the District to sell the Property to Weyrick in accordance with the terms of the Agreement.

NOW THEREFORE, BE IT RESOLVED, the District Board of Directors does hereby authorize the Interim General Manager or Director of Utilities to execute an agreement for sale of the property described herein.

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

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

the foregoing Resolution is hereby passed and adopted this 23rd day of June 2022.

Raynette Gregory, Board President

ATTEST:

Douglas White, District General Counsel



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR Residential Lease or Month-to-Month Rental Agreement, Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), Other **Vacant Land Purchase Agreement and Joint Escrow Instructions**, dated **May 7, 2022**, on property known as **1225 Mission St San Miguel, Ca 93451** ("Property/Premises"), in which **Colin Weyrick, or assignee** is referred to as ("Buyer/Tenant") and **San Miguel Cmnty Svcs District** is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."
1. Purchase price to be \$100,000.00.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

DocuSigned by:
Buyer/Tenant *Colin Weyrick* Date 5/17/2022
Colin Weyrick, or assignee
Buyer/Tenant _____ Date _____
Seller/Landlord _____ Date _____
San Miguel Cmnty Svcs District
Seller/Landlord _____ Date _____

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COMMISSION AGREEMENT (C.A.R. Form CA, Revised 12/15)

1. COMPENSATION: Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the Seller/Buyer/Landlord/Tenant/Optionor/Optionee ("Principal") and Broker.

San Miguel Cmnty Svcs District ("Principal"), agrees to pay to Home & Ranch Sotheby's Int. Realty ("Broker(s)"), as compensation for services, irrespective of agency relationships, the sum of either [X] 3.000% percent of the transaction price, or [] Dollars (\$), for property situated in the City of San Miguel, County of San Luis Obispo, California, described as 1225 Mission St

Compensation is payable if Principal accepts an offer on the above described property no later than 04/30/2022 (date) as follows: (i) On recordation of the deed or other evidence of title or, if a lease, on execution of the lease, or if an option, on execution of the option agreement; or (ii) If completion of the transaction is prevented by default of Principal, then upon such default; or (iii) If completion of the transaction is prevented by a party to the transaction other than Principal, then only if and when Principal collects damages by suit, settlement, or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered, or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any. Broker may cooperate with other brokers, and divide with other brokers such compensation in any manner acceptable to Broker. Principal hereby irrevocably assigns to Broker the above compensation from Principal's funds and proceeds in escrow.

BENEFITS OF USING THE MLS; IMPACT OF OPTING OUT OF THE MLS; PRESENTING ALL OFFERS

WHAT IS AN MLS? The MLS is a database of properties for sale that is available and disseminated to and accessible by all other real estate agents who are participants or subscribers to the MLS. Property information submitted to the MLS describes the price, terms and conditions under which the Seller's property is offered for sale (including but not limited to the listing broker's offer of compensation to other brokers). It is likely that a significant number of real estate practitioners in any given area are participants or subscribers to the MLS. The MLS may also be part of a reciprocal agreement to which other multiple listing services belong. Real estate agents belonging to other multiple listing services that have reciprocal agreements with the MLS also have access to the information submitted to the MLS. The MLS may further transmit the MLS database to Internet sites that post property listings online.

EXPOSURE TO BUYERS THROUGH MLS: Listing property with an MLS exposes a seller's property to all real estate agents and brokers (and their potential buyer clients) who are participants or subscribers to the MLS or a reciprocating MLS.

CLOSED/PRIVATE LISTING CLUBS OR GROUPS: Closed or private listing clubs or groups are not the same as the MLS. The MLS referred to above is accessible to all eligible real estate licensees and provides broad exposure for a listed property. Private or closed listing clubs or groups of licensees may have been formed outside the MLS. Private or closed listing clubs or groups are accessible to a more limited number of licensees and generally offer less exposure for listed property. Whether listing property through a closed, private network - and excluding it from the MLS - is advantageous or disadvantageous to a seller, and why, should be discussed with the agent taking the Seller's listing.

NOT LISTING PROPERTY IN A LOCAL MLS: If the Property is listed in an MLS which does not cover the geographic area where the Property is located then real estate agents and brokers working that territory, and Buyers they represent looking for property in the neighborhood, may not be aware the Property is for sale.

OPTING OUT OF MLS: If Seller elects to exclude the Property from the MLS, Seller understands and acknowledges that: (a) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to that MLS may not be aware that Seller's Property is offered for sale; (b) Information about Seller's Property will not be transmitted to various real estate Internet sites that are used by the public to search for property listings; (c) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

REDUCTION IN EXPOSURE: Any reduction in exposure of the Property may lower the number of offers and negatively impact the sales price.

PRESENTING ALL OFFERS: Seller understands that Broker must present all offers received for Seller's Property unless Seller gives Broker written instructions to the contrary.

Seller's Initials () ()

Broker's/Agent Initials (DS) (DC) () ()



291

- 2. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Principal and Broker(s) arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs except as provided in paragraph 3A.
- 3. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Principal and Broker agree to mediate any dispute or claim arising between them regarding the obligation to pay compensation under this Agreement, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 3B.
 - B. **ADDITIONAL MEDIATION TERMS:** The following matters shall be excluded from mediation: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation provisions.
 - C. **ADVISORY:** If Principal and Broker desire to resolve disputes arising between them through arbitration rather than court, they can document their agreement by attaching and signing an Arbitration Agreement (C.A.R. Form ARB).

4. **OTHER TERMS AND CONDITIONS:** _____

Principal has read and acknowledges receipt of a copy of this Agreement.

Principal _____

San Miguel Cmnty Svcs District
(Print name)

Address _____

Date _____ Phone/Fax/Email _____

Real Estate Broker agrees to the foregoing:

Broker **Hame & Ranch Sotheby's Int. Realty**

DRE Lic. # **01259831**

Principal _____

(Print name)

Address **412 S. Main St. Templeton Ca. 93465**

Date _____ Phone/Fax/Email **davidcrabtreeandassociates@gm**

DocuSigned by:
 By **David Crabtree** Date **4/7/2022**
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Reviewed by _____ Date _____





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code) (C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction with a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.

Buyer [X] Seller [] Landlord [] Tenant [] Colin Weyrick Colin Weyrick, or assignee Date 4/7/2022

Agent Home & Ranch Sothebys International Realty DRE Lic. # 01259831
By David Crabtree David C Crabtree DRE Lic. # 01092187 Date 4/7/2022



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

CALIFORNIA REAL ESTATE LAW – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13, 2079.14, 2079.15, 2079.16, 2079.17, 2079.18, 2079.19, 2079.20, 2079.21, 2079.22, 2079.23, 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE, SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
Seller's Agent _____ DO NOT COMPLETE, SAMPLE ONLY _____ License Number _____
Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm _____ DO NOT COMPLETE, SAMPLE ONLY _____ License Number _____
Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
Buyer's Agent _____ DO NOT COMPLETE, SAMPLE ONLY _____ License Number _____
Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)





FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)			Any arbitrary characteristic	

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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FHDA 10/20 (PAGE 1 OF 2)

FAIR HOUSING & DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)



- H. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**

- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
- B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
- C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
- D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
- E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. FAIR HOUSING RESOURCES: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.

- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
- B. State: <https://www.dfeh.ca.gov/housing/>
- C. Local: local Fair Housing Council office (non-profit, free service)
- D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
- E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
- F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.

- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
- B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
- C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED (i) **no real estate licensee is involved** in the sale or rental and (ii) no discriminatory advertising is used, and (iii) the owner owns no more than three single-family residences. Other restrictions apply;
- D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
- E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
- F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Colin Weyrick Colin Weyrick, or assignee Date 4/7/2022

Buyer/Tenant 86A374FCB8A847A... Date _____

Seller/Landlord San Miguel Cmnty Svcs District Date _____

Seller/Landlord _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ San Miguel Cmnty Svcs District Date _____

Seller DocuSigned by: _____ Date _____

Buyer Colin Weyrick _____ Colin Weyrick, or assignee Date 4/7/2022

Buyer _____ 36A374FCB8A847A... _____ Date _____

Buyer's Brokerage Firm Home & Ranch Sothebys International Realty DRE Lic # 01259831 Date 04/07/2022

By David Crabtree _____ DRE Lic # 01092187 Date 4/7/2022

By David C Crabtree _____ DRE Lic # _____ Date _____

Seller's Brokerage Firm _____ DRE Lic # _____ Date _____

By _____ DRE Lic # _____ Date _____

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)



WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (C.A.R. Form WFA, Revised 12/21)

Property Address: 1225 Mission St, San Miguel, Ca 93451 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant Colin Weyrick Colin Weyrick, or assignee Date 4/7/2022
Buyer/Tenant 36A374FCB8A847A... Date
Seller/Landlord San Miguel Cmnty Svcs District Date
Seller/Landlord Date

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/21)

Date Prepared: April 7, 2022

1. OFFER:

- A. THIS IS AN OFFER FROM Colin Weyrick, or assignee ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, An LLP, or Other _____.
- B. THE PROPERTY to be acquired is 1225 Mission St, situated in San Miguel (City), San Luis Obispo (County), California, 93451 (Zip Code), Assessor's Parcel No(s) 021-261-019 ("Property").
 Further Described As TN SAN MIGUEL BL 58 LT 14
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.
 D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
Seller's Brokerage Firm _____ License Number _____
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent _____ License Number _____
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm Home & Ranch Sothebys International Realty License Number 01259831
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent David C Crabtree License Number 01092187
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms	
A	5, 5B	Purchase Price	\$ <u>55,000.00</u>	<input checked="" type="checkbox"/> All Cash
B		Close of Escrow (COE)	<input checked="" type="checkbox"/> <u>14</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date) (mm/dd/yyyy)	
C	39A	Expiration of Offer	3 calendar days after all Buyer Signature(s) or <u>04/15/2022</u> (date) at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount	\$ <u>1,650.00</u> (<u>3.0</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)	\$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	\$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Investment, or if checked, <input type="checkbox"/> Primary <input type="checkbox"/> Secondary	
F	5D	Balance of Down Payment	\$ <u>53,350.00</u>	
		PURCHASE PRICE TOTAL	\$ <u>55,000.00</u>	

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Buyer's Initials

CW

Seller's Initials



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	Seller Credit, if any, to Buyer <input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____
G(2)	ADDITIONAL FINANCE TERMS: _____		
H(1)	5B	Verification of All Cash (sufficient funds)	
H(2)	6A	Verification of Down Payment and Closing Costs	
H(3)	6B	Verification of Loan Application	
I	Intentionally Left Blank		
J	19	Final Verification of Condition	5 (or _____) Days prior to COE
K	26	Assignment Request	17 (or _____) Days after Acceptance
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES
L(1)	8A	Loan(s)	17 (or _____) Days after Acceptance
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or _____) Days after Acceptance
L(3)	8C	<input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance
L(4)	8D	<input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance
L(5)	8E, 15	Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer.	17 (or <u>7</u>) Days after Acceptance 17 (or <u>7</u>) Days after Acceptance
L(6)	8F, 17A	Review of Seller Documents	17 (or <u>7</u>) Days after Acceptance, or 5 Days after receipt, whichever is later
L(7)	8G, 16A	Preliminary ("Title") Report	17 (or <u>7</u>) Days after Acceptance, or 5 Days after receipt, whichever is later
L(8)	8H, 11D	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	
L(9)	8I, 9B(2)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later
L(10)	8L	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached	
M	Possession		Time for Performance
M		Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____	Upon notice of recordation On COE Date
N	Documents/Fees/Compliance		Time for Performance
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance
N(4)	35	Evidence of representative authority	3 Days after Acceptance

No loan contingency

No appraisal contingency
Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.

REMOVAL OR WAIVER OF CONTINGENCY:
Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J.

CR attached



O	300 Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____.		
P(2)		Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____.		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11E	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input checked="" type="checkbox"/> Provided by: Disclosure Source	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)	15B(1)(D)	Environmental Survey	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Escrow Holder: Placer Title Company
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	22B	Escrow Fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Both _____ <input type="checkbox"/> Each to pay their own fees	
Q(5)	16	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(8)		City transfer tax, fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(9)	11D(2)	OA fee for preparing disclosures	Seller	
Q(10)		OA certification fee	Buyer	
Q(11)		OA transfer fees	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(13)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(14)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
R	Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate			
S	OTHER TERMS: _____ _____ _____			

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)
- A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
 - Other _____
- B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:
- Addendum # _____ (C.A.R. Form ADM)
 - Back Up Offer Addendum (C.A.R. Form BUO)
 - Assumed Financing Addendum (C.A.R. Form AFA)
 - Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
 - Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
 - Other _____
 - Short Sale Addendum (C.A.R. Form SSA)
 - Court Confirmation Addendum (C.A.R. Form CCA)
 - Seller Intent to Exchange Addendum (C.A.R. Form SXA)
 - Other _____
- C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)
- Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
 - Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
 - Wire Fraud Advisory (C.A.R. Form WFA)
 - Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
 (Parties may also receive a privacy disclosure from their own Agent.)
 - Wildfire Disaster Advisory (C.A.R. Form WFDA)
 - Trust Advisory (C.A.R. Form TA)
 - REO Advisory (C.A.R. Form REO)
 - Other _____
 - Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
 - Short Sale Information and Advisory (C.A.R. Form SISA)
 - Probate Advisory (C.A.R. Form PA)
 - Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. **ADDITIONAL FINANCING TERMS:**

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. **CLOSING AND POSSESSION:**

A. OCCUPANCY: Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.

B. CONDITION OF PROPERTY ON CLOSING:

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**

C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

DS
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8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

C. **MANUFACTURED HOME PURCHASE:** If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. **CONSTRUCTION LOAN FINANCING:** If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. **INVESTIGATION OF PROPERTY:** This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Seller's documents required in **paragraph 17A**.

G. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").

I. **BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY:** Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

J. **REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER:** Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

K. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. **SALE OF BUYER'S PROPERTY:** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

DS
CW



9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

- A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
- B. **ITEMS INCLUDED IN SALE:**
 - (1) All EXISTING fixtures and fittings that are attached to the Property;
 - (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
 - (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
 - (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
 - (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
 - (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
- C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.

10. **ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES:** Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).

11. **SELLER DISCLOSURES:**

- A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
- B. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- C. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
- D. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
 - (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
 - (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.
- E. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

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F. ADDITIONAL DISCLOSURES: Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
- (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
- (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.

G. MELLO-ROOS TAX; 1915 BOND ACT: Within the time specified in **paragraph 3N(1)**, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.

H. KNOWN MATERIAL FACTS: Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

I. SELLER VACANT LAND QUESTIONNAIRE: Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

J. SUBSEQUENT DISCLOSURES: In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. TENANCY RELATED DISCLOSURES: Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. RENTAL/SERVICE AGREEMENTS: (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. INCOME AND EXPENSE STATEMENTS: If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. TENANT ESTOPPEL CERTIFICATES: If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. SELLER REPRESENTATIONS: Unless otherwise disclosed under **paragraph 11, paragraph 12**, or under any disclosure Delivered to Buyer:

- (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
- (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
- (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. CHANGES DURING ESCROW:

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B:** (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.



- B. ³⁰⁵ At least 7 Days prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
 - (2) Within 5 Days after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A. Buyer shall, within the time specified in paragraph 3L(5), have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in paragraph 3Q(2). If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in paragraph 3L(5). Buyer has 5 Days after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to paragraphs 3, 11, 12, 13, 16A, and 17A.
 - C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in paragraph 3L(5), complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in paragraph 3L(5) or 3 Days after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
 - E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
 - F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
 - G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
 - J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminants, materials, products, or conditions.

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- K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
- N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
- Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
- R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:

- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
- C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
- D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
- F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B, 11A, 11D, 11E, 11F, 11G, 11H, 11I, 11J, 12A, 12B, 12C, 16A, 16D and 35.**
- B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
 - (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
 - (2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

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- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (iv) Deliver a letter as required by **paragraph 6B**; (v) In writing assume or accept leases or liens specified in **paragraph 8I**; (vi) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; (viii) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or (ix) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.



H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. REPAIRS: Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

19. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

20. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

21. BROKERS AND AGENTS:

A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

C. BROKERAGE: Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.

22. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 21A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.

B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or OA or OA management company or others any fee required by paragraphs 3, 8, 11, or elsewhere in this Agreement.



- C. ³⁰⁹ A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.
 - D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
 - E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
 - F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
 - G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
- 23. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 24. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 25. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
- 26. ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).
- 27. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
- 28. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
- 29. AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
- 30. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

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- 31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver"**, **"Delivered"** or **"Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within 3 Days after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign"** or **"Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

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35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 39 and 40 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(4), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES:

If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).

Buyer's Initials CW / _____ Seller's Initials _____ / _____

37. MEDIATION:

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR _____ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials CW / _____ Seller's Initials _____ / _____



39. OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. **ENTITY BUYERS:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)
 - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
 - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **BUYER SIGNATURE(S):**

(Signature) By Colin Weyrick Date: 4/7/2022

Printed name of BUYER: Colin Weyrick, or assignee

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of BUYER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

Seller Counter Offer (C.A.R. Form SCO or SMCO)

Back-Up Offer Addendum (C.A.R. Form BUO)

B. **Entity Sellers:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.
- (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
- (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____.

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. **SELLER SIGNATURE(S):**

(Signature) By, _____ Date: _____

Printed name of SELLER: San Miguel Cmnty Svcs District

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

(Signature) By, _____ Date: _____

Printed name of SELLER: _____

Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials



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REAL ESTATE BROKERS SECTION:

1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Home & Ranch Sothebys International Realty Lic. # 01259831
 By David Crabtree David C Crabtree Lic. # 01092187 Date 4/7/2022
 By BBE6BBF0969D40B... Lic. # _____ Date _____

- More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email _____ Text # _____

Alternate: _____

if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address 412 S Main Street City Templeton State CA Zip 93465

B. Seller's Brokerage Firm _____ Lic. # _____
 By _____ Lic. # _____ Date _____
 By _____ Lic. # _____ Date _____

- More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
- More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email _____ Text # _____

Alternate: _____

if checked, Delivery shall be made to the alternate designated electronic delivery address only.

Address _____ City _____ State _____ Zip _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder Placer Title Company Escrow # _____

By Christine Kelley Date _____

Address 722 10th Street • Paso Robles, CA 93446

Phone/Fax/E-mail 8052264281//ckelley@placertitle.com

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).

Broker or Designee Initials

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VLPA REVISED 12/21 (PAGE 16 OF 16)

Buyer's Initials CU / _____ Seller's Initials _____ / _____

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)



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CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 1225 Mission St, San Miguel, Ca 93451 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
- 2. CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
- 3. UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
- 4. ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials DS
CW () ()

Seller's Initials () ()

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BVLIA 11/13 (PAGE 1 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 1 OF 2)

Home & Ranch Sothebys International Realty, 412 S Main Street Tempton CA 93465
David Crabtree

Phone: 8054349700
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 8054349741
www.lwlf.com

1225 Mission St.



- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.


SELLER _____ Date _____
San Miguel Cmnty Svcs District

SELLER _____ Date _____

DocuSigned by:
 BUYER *Colin Weyrick* _____ Date 4/7/2022
36A3747-CEB8A472... *Colin Weyrick, or assignee*

BUYER _____ Date _____

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CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE (C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

DocuSigned by: Colin Weyrick, or assignee Date 4/7/2022 Buyer/Seller/Landlord/Tenant Date

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CCPA REVISED 12/21 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)



San Miguel Community Services District

Board of Directors Staff Report

June 23rd 2022

AGENDA ITEM: XI-4

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 2022 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *May* the plant averaged 144,658 gallons per day (72% of hydraulic design capacity) with a max day of 172,294 gallons (86% of hydraulic design capacity)

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

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

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives.
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues.
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.

- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
 - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On September 25, 2020, The Central Coast Regional Water Quality Control Board approved and adopted General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The District WWTP, including the planned expansion/renovation, will be subject to the requirements in this order.
- November 2020 the DE submitted the FINAL USDA Preliminary Engineering Report (PER) to the USDA and Waterboard for review.
- January 2021 the DE submitted an application to the California Department of Water Resources for the amount of \$5,000,000 to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 for the upgrade and expansion of the District’s Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water (“purple pipe”) distribution system (or a component thereof).
- February 2021 Dudek submitted the initial DRAFT of the CEQA / NEPA Initial Study and Mitigated Negative Declaration to the District for review and comment.

- April 22, 2021 the Board of Directors authorized the District to advertise a Request for Proposals (RFP) from qualified vendors to provide, install, test & adjust, start-up, and provide operator training of a pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system which will be a critical component of the upgrade and expansion of the DISTRICT's Machado Wastewater Treatment Facility (WWTF).
- May 6, 2021 the District submitted a revised version of the Preliminary Engineering Report (PER) to the USDA for their review.
- May 17, 2021 Dudek submitted the Phase 1 Archeological Survey Report to the District for staff review and comment.
- May 19, 2021 a Pre-Proposal meeting was held to inform qualified vendors about the District's requirements for the pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system and solicit input and answer questions.
- On June 11, 2021 the DISTRICT received one (1) cost proposal in response to the MBR RFP. The cost proposal was received from Cloacina, LLC, which is based in Arroyo Grande, CA. The DE and Director of Utilities are in the process of reviewing the proposal and pending completion of that process, will present our findings and recommendations to the Board.
- On July 7, 2021 Dudek delivered a preliminary and incomplete DRAFT CEQA/NEPA Environmental Document. The DE and Director of Utilities have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On July 16, the DOU and DE participated in a TEAMS meeting with USDA and Waterboard staff to discuss the regulatory / permit requirements for the WWTF upgrade. The Preliminary Engineering Report (PER) will be revised to incorporate the issues that were discussed.
- July 30, 2021 Dudek delivered an ADMINISTRATIVE DRAFT CEQA/NEPA Environmental Document. District staff have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On August 11, 2021, The DE submitted a revised DRAFT PER to the Director of Utilities for review. The revision addresses issues that were identified in discussions with the USDA and RWQCB.
- August 16, 2021: The DE and Director of Utilities participated in a TEAMS meeting with SLO County Planning, Building and Public Works Departments staff to discuss WWTF project status and the anticipated requirements from the SLO County with regard to a new Conditional Use Permit (CUP).

AERATOR PROJECT

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

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

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

FUNDS EXPENDED

Total Costs incurred to date

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

GRANT FUNDING

Awarded

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

Applied for/ to

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

NEXT STEPS:*WWTF*

Based on discussions with the DE, we have nearing completion of the design development phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled completion of the final design and the preparation of the Construction / Bidding Documents by the end of 2021. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide

with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2021, with the goal of having financing in place to advertise and award a construction project in 4th Quarter 2021.

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

AERATOR PROJECT

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

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining— -15 months (We have met with the Waterboard to discuss the project progress and schedule.)

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

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

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities