



## SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR & GROUNDWATER SUSTAINABILITY AGENCY

Rod Smiley, President      Raynette Gregory, Vice-President  
Berkley Baker, Director      Anthony Kalvans, Director      Owen Davis, Director

### REGULAR BOARD OF DIRECTORS & GROUNDWATER SUSTAINABILITY AGENCY AGENDA

**Open Session 6:00 PM - No Closed Session**

**601 12th Street San Miguel, CA Date: 09-28-2023**

**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.

**Public Comment:** 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. If you wish to speak on an item not on the agenda, you may do so under item "Public Comment and Communications for items not on the agenda". Person(s) who wish to submit written correspondence, may do so at [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org). All correspondence is distributed to each Board Director and will become part of the record of that board meeting. Any member of the public may address the Board of Directors on items on the consent calendar.

**Meeting Schedule:** Regular Board of Director meetings are held on the fourth Thursday of each month at 6:00 P.M. Agendas are also posted at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Agendas:** Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Posting Board/ San Miguel CSD office, 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.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Regular Meeting Agenda**

**4. Pledge of Allegiance**

**5. 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 lectern.*

**6. Special Presentations/Public Hearings/Other**

**1. PUBLIC HEARING FOR THE ADOPTION OF WATER RATES**

Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is holding a public hearing as part of the District's Board meeting to consider increasing its rates for water services.

Hold public hearing regarding increases to water rates.

**7. Non- District Reports**

**1. San Luis Obispo County Organizations**

Verbal/Report

**2. Community Service Organizations**

Verbal

**3. Camp Roberts—Army National Guard**

Verbal

**8. Staff & Committee Reports - Receive & File**

**1. General Manager**

Receive verbal report

**2. District Counsel**

Receive verbal report

**3. District Utilities**

Receive and File

**4. Fire Chief Report**

Receive and File

**9. Consent Calendar** *The items listed below are scheduled for consideration as a group and one vote. Any Director 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. Public Comment*

**1. 08-24-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting**

Minutes (Parent)

Receive and File

2. Resolution recognizing the passing of San Luis Obispo County District One Supervisor Harry Ovitt.

Approve Resolution 2023-38

3. Resolution recognizing the passing of Paso Robles City Mayor Steven Martin.

Approve Resolution 2023-39

4. Designation of Applicant's Agent Resolution - FEMA (Dodds)

Approve RESOLUTION 2023-41 designating the General Manager and Fire Chief as the Applicant's Agent for receipt of FEMA funding.

5. Designation of equipment as surplus

Approve RESOLUTION 2023-42 designating listed property as surplus and authorize the General Manager and Fire Chief to dispose of that property in accordance with the District's Surplus Equipment policy.

6. Letter of Support for Fire, Life, & Safety plan review of residential photovoltaic system projects. (Young)

Review and endorse a letter of support to the County Board of Supervisors.

7. Cost Recovery Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department (Young)

Approve Resolution 2023-45 authorizing the Fire Chief to enter into an Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department for cost recovery services.

8. Regional Biosolid Cooperative (Dodds)

Authorize the General Manager to sign the proposed Memorandum of Understanding (MOU) for Regional Biosolids Cooperative

## 10. Board Action Items

1. Financial Reports - August 2023 (Hido)

Please *Review* the August 2023 SMCS D Financial Reports.

After the SMCS D Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals.

2. Formation of ad-hoc committee for District / County Relations

The Board should determine whether an ad-hoc committee for District / County relations is necessary and if so determine the purpose and duration for the committee and appoint no more than two Board members to the Committee.

3. Formation of ad-hoc committee for an Area Planning Commission

The Board should determine whether an ad-hoc committee for an Area planning commission is necessary and if so determine the purpose and duration for the committee and appoint no more than two Board members to the Committee.

4. Self Contained Breathing Apparatus Mask Fit Testing Equipment Purchase (Young)

Approve Resolution 2023-46 authorizing the Fire Chief to purchase Self Contained Breathing Apparatus testing equipment in an amount not to exceed \$10,910.80 and make necessary budget adjustments and transfers.

5. Draft San Miguel Community Service District MSR/ SOI (Dodds)

Review and provide comments to General Manager regarding the draft LAFCo MSR/SOI report.

6. Streetlighting and Landscaping Masterplan

Discuss priorities for a Streetlighting and Landscaping Masterplan

7. Certified Public Accountant (CPA) contract (Dodds)

Authorize the General Manager to prepare and implement a professional services contract with Eide Bailly LLP

8. San Miguel septic to sewer conversion project application preparation. (Dodds)

Approve RESOLUTION 2023-43 authorizing the General Manager to contract with Water Systems Consulting (WSC) in an amount not to exceed \$15,700 to prepare a grant application for the San Miguel septic to sewer conversion project.

9. Revision to District water and wastewater Billing policy (Dodds)

Review and approve RESOLUTION 2023-47 adopting revisions to the District water and wastewater billing policy.

10. Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCA) and Revised Purchasing Policy (Tabled from August 24th meeting)

Adopt RESOLUTION 2023-37 electing to subject the District to the requirements of the California Uniform Public Construction Cost Accounting Act and approving an amended Purchasing Policy.

**Adjourn to the San Miguel Community Services District Groundwater Sustainability Agency (GSA)**



**11. GSA Board Action Items**

- 1. Discuss representation on Paso Basin Cooperative Committee (PBCC) (Tabled from August 24th 2023 meeting)

Discuss appointing Board member(s) to the Paso Basin Cooperative Committee (PBCC) as the Member and/or Alternate. Provide direction to the General Manager.

**Reconvene to the San Miguel Community Services District Board of Directors**

- 12. **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.*

**13. Adjournment to Next Regular Meeting - October 26th 2023**

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.

Date:

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 6.1**

**SUBJECT: PUBLIC HEARING FOR THE ADOPTION OF WATER RATES**

Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is holding a public hearing as part of the District's Board meeting to consider increasing its rates for water services.

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**SUGGESTED ACTION:** Hold public hearing regarding increases to water rates.

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**DISCUSSION:**

During the June Board meeting several options were presented in order to provide adequate revenue for current and future district expenses necessary to continue to provide quality water to the District community. At that meeting the Board approved proceeding with 'Scenario 1' and starting the mandatory public hearing period as prescribed by Proposition 218. Due to a clerical error, new notices were mailed extending the public hearing period from August 24th to September 28th 2023.

During the public hearing period staff spoke with numerous customers regarding the rates.

The proposed rate increase will increase revenues by 4.5% in the first year and increases of 5% are proposed for each of the other 4 years.

The proposed rate increase will also modify the rate structure, the existing structure includes five units of water in the fixed charge where as the proposed rate structure does not include any units in the fixed charge. The proposed structure will reduce the overall cost for users using less than 4 units of water compared to the current fixed charge.

The proposed structure and rates are attached.

CEQA does not apply to this rate setting per section 15273 (a)(1,3,4)

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**FISCAL IMPACT:**

Net increase in water revenue if the increase is passed.

Does not increase expenses without further Board action.

If the increase does not pass, the District could experience budget shortfalls due to underfunded costs related to water service.

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PREPARED BY: Kelly Dodds

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# San Miguel CSD

## DRAFT Water Rate Study 2023

### Scenario 1: Baseline Recommendation



**June 12, 2023**



BARTLE WELLS ASSOCIATES  
Independent Public Finance Advisors

**Table A**  
**San Miguel CSD - Water**  
**Recommended Water Rates**  
**Scenario 1: Baseline Recommendation**

Volumetric Rates	Current Rates	Proposed August 16, 2023	Proposed July 16, 2024	Proposed July 16 2025	Proposed July 16, 2026	Proposed July 16, 2027
<b>Single-Family Residential</b>						
<i>Existing Structure</i>		<i>Proposed Structure</i>				
(0-5 CCF)	\$0.00	(All Use) \$5.75	\$6.04	\$6.35	\$6.67	\$7.01
(6-12 CCF)	\$4.77					
(>12 CCF)	\$7.97					
<b>Non-Residential</b>						
<i>Existing Structure</i>		<i>Proposed Structure</i>				
(0-5 CCF)	\$0.00	(All Use) \$5.75	\$6.04	\$6.35	\$6.67	\$7.01
(>5 CCF)	\$5.55					
<b>Monthly Fixed Rates</b>						
<b>All Customers</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>
<i>Meter Size</i>	<i>Existing</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>	<i>Proposed</i>
5/8"	\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
3/4"	\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
1"	\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
1 1/2"	\$88.34	\$64.60	\$67.83	\$71.23	\$74.80	\$78.54
2"	\$130.64	\$103.36	\$108.53	\$113.96	\$119.66	\$125.65
6"	\$722.87	\$646.00	\$678.30	\$712.22	\$747.84	\$785.24

**Table 1**  
**San Miguel CSD - Water**  
**Customer Data\***  
**Scenario 1: Baseline Recommendation**

<b>All Customers</b>		<b>Capacity</b>	<b>Equivalent Demand</b>
<b>Meter Size</b>	<b>Customers</b>	<b>Factor**</b>	<b>Units</b>
1" or below***	889	1.0	889.0
1 1/2"	4	2.0	8.0
2"	10	3.2	32.0
6"	2	20.0	40.0
<b>Total</b>	<b>905.0</b>		<b>969.0</b>

\* Customer data as of June 2022 provided by City staff

\*\* Capacity factors based on AWWA operating capacity standards by meter size

\*\*\* Meters 1" or below reflect the varying meter sizes in single family homes

**Residential**

1" or below***	847	1.0	847.0
1 1/2"	1	2.0	2.0
2"	1	3.2	3.2
6"		20.0	0.0
<b>Total</b>	<b>849.0</b>		<b>852.2</b>

<b>Non-Residential</b>	<b>Customers</b>	<b>Capacity</b>	<b>Equivalent Demand</b>
		<b>Factor**</b>	<b>Units</b>
1" or below***	42	1.0	42.0
1 1/2"	3	2.0	6.0
2"	9	3.2	28.8
6"	2	20.0	40.0
<b>Total</b>	<b>56.0</b>		<b>116.8</b>

**Table 2**  
**San Miguel CSD - Water**  
**Growth Calculations**  
**Scenario 1: Baseline Recommendation**

Draft

Metered Water Demand	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
Demand (CCF)	107,816	106,810	123,180	117,347	114,030	114,030	117,810	121,590	126,630	126,630	126,630	126,630	126,630	126,630	126,630
Customers	862	891	913	905	913	905	905	935	965	1,005	1,005	1,005	1,005	1,005	1,005
Additional Customers <sup>1</sup>							30	30	40						
Total Customers	862	891	925	913	905	905	935	965	1,005	1,005	1,005	1,005	1,005	1,005	1,005
Consumption per Customer	125	120	133	129	126	126	126	126	126	126	126	126	126	126	126
<b>Growth<sup>2</sup></b>						<b>0.00%</b>	<b>3.31%</b>	<b>3.21%</b>	<b>4.15%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

<sup>1</sup>Assumption based on District's estimate

<sup>2</sup>Escalation factor used to escalate revenue (demand growth with no inflation)

**Table 3**  
**San Miguel CSD - Water**  
**Projected Operating Expenses**

Draft

Expenses <sup>1</sup>		FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
		<i>Estimated</i>	<i>Budgeted</i>	<i>Budgeted</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<i>General Inflation Factor</i>				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Salaries and Wages	All Volume	\$268,240	\$303,673	\$318,856	\$334,799	\$351,539	\$369,116	\$387,571	\$406,950	\$427,298	\$448,662	\$471,096	\$494,650
Stand-by Hours	Administration	\$3,015	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOD Stipend	Administration	\$3,458	\$4,260	\$1,896	\$1,991	\$2,090	\$2,195	\$2,305	\$2,420	\$2,541	\$2,668	\$2,801	\$2,941
Payroll Expenses	Administration	\$1,634	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Workers' Compensation	All Volume	\$8,131	\$13,323	\$18,000	\$18,900	\$19,845	\$20,837	\$21,879	\$22,973	\$24,122	\$25,328	\$26,594	\$27,924
Physicals	Administration	\$139	\$150	\$150	\$158	\$165	\$174	\$182	\$191	\$201	\$211	\$222	\$233
Payroll Tax - FICA/SS	All Volume	\$1,025	\$2,000	\$1,169	\$1,227	\$1,289	\$1,353	\$1,421	\$1,492	\$1,567	\$1,645	\$1,727	\$1,814
Payroll Tax	All Volume	\$3,889	\$4,403	\$4,932	\$5,179	\$5,438	\$5,709	\$5,995	\$6,295	\$6,609	\$6,940	\$7,287	\$7,651
Payroll Tax	All Volume	\$1,710	\$4,273	\$1,710	\$1,796	\$1,885	\$1,980	\$2,079	\$2,182	\$2,292	\$2,406	\$2,526	\$2,653
Payroll Tax	All Volume	\$3	\$20	\$30	\$32	\$33	\$35	\$36	\$38	\$40	\$42	\$44	\$47
Insurance -	Administration	\$33,959	\$28,444	\$46,122	\$48,428	\$50,850	\$53,392	\$56,062	\$58,865	\$61,808	\$64,898	\$68,143	\$71,550
Insurance -	Administration	\$19,984	\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance -	Administration	\$2,474	\$1,987	\$1,854	\$1,947	\$2,044	\$2,146	\$2,254	\$2,366	\$2,485	\$2,609	\$2,739	\$2,876
Insurance -	Administration	\$447	\$326	\$310	\$326	\$342	\$359	\$377	\$396	\$415	\$436	\$458	\$481
Retirement - PERS Expense	Administration	\$32,421	\$32,000	\$30,869	\$32,412	\$34,033	\$35,735	\$37,521	\$39,398	\$41,367	\$43,436	\$45,608	\$47,888
Operations & Maintenance	All Volume	\$5,459	\$8,000	\$8,000	\$8,400	\$8,820	\$9,261	\$9,724	\$10,210	\$10,721	\$11,257	\$11,820	\$12,411
Phone & Fax Expense	Administration	\$3,158	\$2,000	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
Postage, Shipping & Freight	Administration	\$594	\$1,000	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
Legal: P.R.A.s - Professi	Administration	\$1,232	\$532	\$600	\$630	\$662	\$695	\$729	\$766	\$804	\$844	\$886	\$931
Printing & Reproduction	Administration	\$1,083	\$1,000	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
IT Services - Professiona	Administration	\$6,818	\$9,895	\$12,800	\$13,440	\$14,112	\$14,818	\$15,558	\$16,336	\$17,153	\$18,011	\$18,911	\$19,857
Auditor - Professional Sv	Administration	\$4,283	\$4,480	\$3,600	\$3,780	\$3,969	\$4,167	\$4,376	\$4,595	\$4,824	\$5,066	\$5,319	\$5,585
GSA-GSP - Professional Sv	All Volume	\$8,842	\$15,000	\$15,000	\$15,750	\$16,538	\$17,364	\$18,233	\$19,144	\$20,101	\$21,107	\$22,162	\$23,270
Accounting - Professional	Administration	\$3,700	\$7,680	\$4,500	\$4,725	\$4,961	\$5,209	\$5,473	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981
Engineering - Professiona	Maintenance	\$2,960	\$27,500	\$25,000	\$26,250	\$27,563	\$28,941	\$30,388	\$31,907	\$33,502	\$35,178	\$36,936	\$38,783
Legal: General - Professi	Administration	\$37,599	\$26,625	\$27,000	\$28,350	\$29,768	\$31,256	\$32,819	\$34,460	\$36,183	\$37,992	\$39,891	\$41,886
Insurance - Prop & Liabil	Administration	\$21,032	\$29,375	\$32,000	\$33,600	\$35,280	\$37,044	\$38,896	\$40,841	\$42,883	\$45,027	\$47,279	\$49,643
New Hire Screening	Administration	\$23	\$100	\$100	\$105	\$110	\$116	\$122	\$128	\$134	\$141	\$148	\$155
Contract Labor	Administration		\$5,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078	\$6,381	\$6,700	\$7,036	\$7,387	\$7,757
Legal: SMEA - Professiona	Administration		\$3,500	\$3,500	\$3,675	\$3,859	\$4,052	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430
Legal: Steinbeck & Water	Administration	\$48,060	\$50,000	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005	\$70,355	\$73,873	\$77,566
Legal: HR - Professional	Administration	\$11,407	\$6,000	\$7,500	\$7,875	\$8,269	\$8,682	\$9,116	\$9,572	\$10,051	\$10,553	\$11,081	\$11,635
Maintenance Agreements	All Volume	\$6,414	\$9,260	\$9,000	\$9,450	\$9,923	\$10,419	\$10,940	\$11,487	\$12,061	\$12,664	\$13,297	\$13,962
Meals	Administration		\$100	\$100	\$105	\$110	\$116	\$122	\$128	\$134	\$141	\$148	\$155
Meetings and Conferences	Administration	\$920	\$1,000	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
Mileage Expense Reimburse	Administration	\$283	\$1,000	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
Safety Equipment and Supp	Administration	\$358	\$2,000	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
Repairs & Maint - Compute	All Volume	\$101	\$1,500	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
Repairs & Maint - Equip	All Volume	\$12,528	\$5,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078	\$6,381	\$6,700	\$7,036	\$7,387	\$7,757
Repairs & Maint - Structu	All Volume	\$109	\$2,000	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
Repairs & Maint - Infrast	All Volume	\$37,089	\$50,000	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005	\$70,355	\$73,873	\$77,566
Repairs & Maint - Vehicle	All Volume	\$1,809	\$3,000	\$3,000	\$3,150	\$3,308	\$3,473	\$3,647	\$3,829	\$4,020	\$4,221	\$4,432	\$4,654
Testing & Supplies (WWTP)	All Volume	\$162	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Testing & Supplies - Well	All Volume	\$2,662	\$3,500	\$3,500	\$3,675	\$3,859	\$4,052	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430
Testing & Supplies - Well	All Volume	\$2,460	\$3,500	\$3,500	\$3,675	\$3,859	\$4,052	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430
Testing & Supplies - SLT	All Volume	\$6,448	\$6,000	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,041	\$8,443	\$8,865	\$9,308
Testing & Supplies - Othe	All Volume	\$3,692	\$6,000	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,041	\$8,443	\$8,865	\$9,308

**Table 3**  
**San Miguel CSD - Water**  
**Projected Operating Expenses**

Draft

Expenses <sup>1</sup>		FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
		<i>Estimated</i>	<i>Budgeted</i>	<i>Budgeted</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<i>General Inflation Factor</i>				5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Cross-Connection Control	All Volume	\$884	\$1,200	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
CSD Utilities - Billing S	Administration	\$3,655	\$3,500	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105	\$5,360	\$5,628	\$5,910	\$6,205
Internet Expenses	Administration	\$1,688	\$1,187	\$3,500	\$3,675	\$3,859	\$4,052	\$4,254	\$4,467	\$4,690	\$4,925	\$5,171	\$5,430
Web Page - Upgrade/Maint	Administration	\$900	\$768	\$800	\$840	\$882	\$926	\$972	\$1,021	\$1,072	\$1,126	\$1,182	\$1,241
Utilities - Alarm Service	Administration	\$727	\$1,320	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
Utilities - Electric	All Volume	\$45,418	\$46,000	\$46,000	\$48,300	\$50,715	\$53,251	\$55,913	\$58,709	\$61,644	\$64,727	\$67,963	\$71,361
Utilities - Propane	All Volume	\$1,147	\$2,010	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216	\$1,276	\$1,340	\$1,407	\$1,477	\$1,551
Utilities - Trash	Administration	\$626	\$504	\$700	\$735	\$772	\$810	\$851	\$893	\$938	\$985	\$1,034	\$1,086
Utilities - Water/Sewer	Administration	\$389	\$1,200	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
Dues and Subscriptions	Administration	\$4,295	\$4,500	\$4,500	\$4,725	\$4,961	\$5,209	\$5,470	\$5,743	\$6,030	\$6,332	\$6,649	\$6,981
Education and Training	Administration	\$591	\$5,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,078	\$6,381	\$6,700	\$7,036	\$7,387	\$7,757
Advertising and Public No	Administration	\$298	\$1,500	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
LAFCO Allocations	Administration	\$1,211	\$1,613	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
Community Outreach	Administration	\$554	\$1,200	\$1,200	\$1,260	\$1,323	\$1,389	\$1,459	\$1,532	\$1,608	\$1,689	\$1,773	\$1,862
Utilities - SoCal Gas	All Volume		\$2,000	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
Office Supplies	Administration	\$1,166	\$2,000	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431	\$2,553	\$2,680	\$2,814	\$2,955	\$3,103
Utility Rate Design Study	Administration		\$28,808	\$20,000					\$30,000		\$0	\$0	\$0
SCADA - Maintenance Fees	Administration		\$1,500	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823	\$1,914	\$2,010	\$2,111	\$2,216	\$2,327
Cell phones, Radios and P	Administration	\$1,653	\$1,398	\$1,920	\$2,016	\$2,117	\$2,223	\$2,334	\$2,450	\$2,573	\$2,702	\$2,837	\$2,979
Computer Supplies & Upgra	Capital	\$4,589	\$11,116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals- Well #3	All Volume	\$2,377	\$4,000	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Chemicals- Well #4	All Volume	\$2,496	\$4,000	\$4,000	\$4,200	\$4,410	\$4,631	\$4,862	\$5,105	\$5,360	\$5,628	\$5,910	\$6,205
Chemicals- SLT Well	All Volume	\$1,039	\$3,000	\$3,000	\$3,150	\$3,308	\$3,473	\$3,647	\$3,829	\$4,020	\$4,221	\$4,432	\$4,654
Fuel Expense	All Volume	\$6,541	\$6,000	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,041	\$8,443	\$8,865	\$9,308
Small Tools & Equipment	All Volume	\$3,642	\$6,000	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,041	\$8,443	\$8,865	\$9,308
Uniform Expense	Administration	\$2,779	\$1,600	\$2,500	\$2,625	\$2,756	\$2,894	\$3,039	\$3,191	\$3,350	\$3,518	\$3,694	\$3,878
Capital Outlay	Capital	\$23,853	\$3,584	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Main Valves Replace	Capital		\$10,000	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155	\$12,763	\$13,401	\$14,071	\$14,775	\$15,513
Water Meter Replacement	Capital	\$27,215	\$0	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526	\$26,802	\$28,142	\$29,549	\$31,027
Development Meters	Capital		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Lines Repairs	Capital	\$105	\$20,000	\$20,000	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526	\$26,802	\$28,142	\$29,549	\$31,027
Master Plans	Capital		\$6,140	\$6,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROPOSITION 1 GRANT	Capital	\$9,458	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WWTP Expansion	Capital		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WWTP Plant Maintenance	Capital	\$554	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WWTF Final Design/Constru	Capital	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CALOES Resiliency Grant	Capital		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Licenses, Permits and Fee	All Volume	\$6,590	\$7,000	\$7,000	\$7,350	\$7,718	\$8,103	\$8,509	\$8,934	\$9,381	\$9,850	\$10,342	\$10,859
Refundable Water/Sewer/Hy	Capital		\$100	\$100	\$105	\$110	\$116	\$122	\$128	\$134	\$141	\$148	\$155
District Strategic Plan	Capital	\$12,422	\$479	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bank Service Charges	Capital	\$31	\$100	\$100	\$105	\$110	\$116	\$122	\$128	\$134	\$141	\$148	\$155
Lease agreements	Capital		\$19,584	\$14,000	\$14,700	\$15,435	\$16,207	\$17,017	\$17,868	\$18,761	\$19,699	\$20,684	\$21,719
<b>Total Operating Expenses</b>		<b>\$780,717</b>	<b>\$913,517</b>	<b>\$922,918</b>	<b>\$937,564</b>	<b>\$984,442</b>	<b>\$1,033,664</b>	<b>\$1,085,347</b>	<b>\$1,169,615</b>	<b>\$1,196,596</b>	<b>\$1,256,425</b>	<b>\$1,319,247</b>	<b>\$1,385,209</b>

<sup>1</sup> Based on San Miguel FY 23-24 budget



**Table 4**  
**San Miguel CSD - Water**  
**Projected Operating Revenues**  
**Scenario 1: Baseline Recommendation**

Revenue		FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33
		<i>Actual</i>	<i>Estimated</i>	<i>Budgeted</i>	<i>Budgeted</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<b>Rate Revenue</b>	<b>Demand</b>	<b>\$951,263</b>	<b>\$963,815</b>	<b>\$986,799</b>	<b>\$986,799</b>	<b>\$1,031,205</b>	<b>\$1,118,658</b>	<b>\$1,212,279</b>	<b>\$1,325,655</b>	<b>\$1,391,938</b>	<b>\$1,468,494</b>	<b>\$1,549,262</b>	<b>\$1,634,471</b>	<b>\$1,724,367</b>
<b>Additional Rate Revenue<sup>1,2</sup></b>					<b>\$44,406</b>	<b>\$51,560</b>	<b>\$55,933</b>	<b>\$60,614</b>	<b>\$66,283</b>	<b>\$76,557</b>	<b>\$80,767</b>	<b>\$85,209</b>	<b>\$89,896</b>	<b>\$94,840</b>
Other Revenue														
Johnson Restitution - Unrealized	None		\$7,886	\$0										
CDBG Grant	None	164,388		0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Surcharge	None		91	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Late Charges	None		\$9,661	\$0										
Water Meter Fees	None	12,150	450	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Taxes Collected	None	48,991	48,971	-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenues & Interest	None	945	219	-	-	\$0	\$0	\$0			\$0	\$0	\$0	\$0
State/Federal Grants	None		4,290	-										
Grants - Other	None		228	-	-	\$0	\$0	\$0			\$0	\$0	\$0	\$0
CALOES Resiliency Grant	None	230,000		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Income	None	14,351	2,716	-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refund/Adjustments	None	987	340	-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Recycling	None	1,977		-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Will Serve Processing Fees	None	2,700	500	-	-	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Other Revenue</b>		<b>\$809,341</b>	<b>\$88,607</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Operating Revenue</b>		<b>\$1,760,604</b>	<b>\$1,052,422</b>	<b>\$986,799</b>	<b>\$1,031,205</b>	<b>\$1,082,766</b>	<b>\$1,174,591</b>	<b>\$1,272,893</b>	<b>\$1,391,938</b>	<b>\$1,468,494</b>	<b>\$1,549,262</b>	<b>\$1,634,471</b>	<b>\$1,724,367</b>	<b>\$1,819,207</b>

<sup>1</sup>Additional revenue based on recommended increase

<sup>2</sup>Additional adjusted if adopted mid-fiscal year

**Table 5**  
**San Miguel CSD - Water**  
**Capital Improvement Costs - Draft**  
**Scenario 1: Baseline Recommendation**

<b>Project Description</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>	<b>FY 28-29</b>	<b>FY 29-30</b>	<b>FY 30-31</b>	<b>FY 31-32</b>	<b>FY 32-33</b>
	<i>Budget</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<b>CIP (Current Dollars)</b>										
4 inch C.I. and 3 inch A.C. Waterline Replacement Project (Alley Between "L" & New SLT Tank and Booster Pump Station	\$19,000									
4 inch C.I. Waterline Replacement Project (Alley Between "L" & "K" Streets)					\$1,525,000					
0.65 MG Tank Access Road Reconstruction / Rehabilitation				\$756,000						
New 0.65 MG Steel Tank										
Groundwater Quality Study and Well Head Treatment Evaluation										
Water Meter Replacement (Annual Cost to be Expended Each Year)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
4 inch C.I. Waterline Replacement Project(Alley East of "N" Street)						\$302,000				
New Water Supply Well on West Side of River										
New Water Supply Well on East Side of River										
Paso Groundwater Sustainability Plan Implementation								\$150,000		
Replace SLT Water Distribution Pipeline System										\$2,138,000
<b>Total CIP (Current Dollars)</b>	<b>\$39,000</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$776,000</b>	<b>\$1,545,000</b>	<b>\$322,000</b>	<b>\$20,000</b>	<b>\$170,000</b>	<b>\$20,000</b>	<b>\$2,158,000</b>
<b>CIP (Inflated Dollars)</b>										
<b>Total CIP (Inflated Dollars)</b>	<b>\$39,000</b>	<b>\$21,000</b>	<b>\$22,050</b>	<b>\$898,317</b>	<b>\$1,877,957</b>	<b>\$410,963</b>	<b>\$26,802</b>	<b>\$239,207</b>	<b>\$29,549</b>	<b>\$3,347,766</b>
<i>Projected Annual Inflation Rate</i>		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

**Table 6**  
**San Miguel CSD - Water**  
**Existing and Proposed Debt**  
**Scenario 1: Baseline Recommendation**

<b>Description</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>	<b>FY 28-29</b>	<b>FY 29-30</b>	<b>FY 30-31</b>	<b>FY 31-32</b>	<b>FY 32-33</b>
	<i>Budgeted</i>	<i>Budgeted</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>	<i>Projected</i>
<b>Existing Debt</b>											
USDA Loan Payment	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000
Total Current Debt Service	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000	\$67,000
<b>Proposed Borrowing</b>											
Net Proceeds Needed					\$2,200,000						\$2,900,000
Repayment Term (yrs)					30						30
Coupon Rate					5.0%						5.0%
Month of Issue					6						6
Issuance Cost					\$200,000						\$200,000
Debt Service Reserve											
Total Debt Issue Size					\$2,400,000						\$3,100,000
Prorated Debt Service Payment - Current Yr. Only					\$78,000						\$101,000
Annual Debt Service Payment (rounded)					\$156,000						\$202,000
<b>Total Proposed Annual Water Debt Service</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$78,000</b>	<b>\$156,000</b>	<b>\$156,000</b>	<b>\$156,000</b>	<b>\$156,000</b>	<b>\$156,000</b>	<b>\$257,000</b>

**Table 7**  
**San Miguel CSD - Water**  
**Cash Flow Projections**  
**Scenario 1: Baseline Recommendation**

<b>Water Fund</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>FY 27-28</b>	<b>FY 28-29</b>	<b>FY 29-30</b>	<b>FY 30-31</b>	<b>FY 31-32</b>	<b>FY 32-33</b>
Beginning Reserves	\$681,310	\$689,295	\$693,306	\$752,241	\$855,221	\$838,682	\$747,124	\$826,532	\$932,095	\$1,090,105	\$1,245,436
<b>Revenues</b>											
Rate Revenue Increase		4.5%	5.0%	5.0%	5.0%	5.0%	5.5%	5.5%	5.5%	5.5%	5.5%
Rate Revenue	\$986,799	\$986,799	\$1,031,205	\$1,118,658	\$1,212,279	\$1,325,655	\$1,391,938	\$1,468,494	\$1,549,262	\$1,634,471	\$1,724,367
Additional Rate Revenue	0	44,406	51,560	55,933	60,614	66,283	76,557	80,767	85,209	89,896	94,840
Other Revenue	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserves	\$1,703	\$1,723	\$1,733	\$1,881	\$2,850	\$2,808	\$3,529	\$2,700	\$2,964	\$2,761	\$3,149
<b>Total Revenue</b>	<b>\$988,503</b>	<b>\$1,032,929</b>	<b>\$1,084,499</b>	<b>\$1,176,472</b>	<b>\$1,275,742</b>	<b>\$1,394,746</b>	<b>\$1,472,023</b>	<b>\$1,551,961</b>	<b>\$1,637,434</b>	<b>\$1,727,127</b>	<b>\$1,822,356</b>
<b>Expenses</b>											
Operating Expenses	\$913,517	\$922,918	\$937,564	\$984,442	\$1,033,664	\$1,085,347	\$1,169,615	\$1,196,596	\$1,256,425	\$1,319,247	\$1,385,209
Existing Debt Service	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000
New Debt Service	\$0	\$0	\$0	\$0	\$78,000	\$156,000	\$156,000	\$156,000	\$156,000	\$156,000	\$257,000
Rate Funded Capital	\$0	\$39,000	\$21,000	\$22,050	\$113,617	\$177,957	\$0	\$26,802	\$0	\$29,549	\$433,636
<b>Total Expenses</b>	<b>\$980,517</b>	<b>\$1,028,918</b>	<b>\$1,025,564</b>	<b>\$1,073,492</b>	<b>\$1,292,281</b>	<b>\$1,486,304</b>	<b>\$1,392,615</b>	<b>\$1,446,398</b>	<b>\$1,479,425</b>	<b>\$1,571,796</b>	<b>\$2,142,845</b>
<b>Net Revenues</b>	<b>\$7,986</b>	<b>\$4,011</b>	<b>\$58,935</b>	<b>\$102,980</b>	<b>-\$16,539</b>	<b>-\$91,558</b>	<b>\$79,408</b>	<b>\$105,563</b>	<b>\$158,009</b>	<b>\$155,331</b>	<b>-\$320,489</b>
<b>Ending Reserves</b>	<b>\$689,295</b>	<b>\$693,306</b>	<b>\$752,241</b>	<b>\$855,221</b>	<b>\$838,682</b>	<b>\$747,124</b>	<b>\$826,532</b>	<b>\$932,095</b>	<b>\$1,090,105</b>	<b>\$1,245,436</b>	<b>\$924,947</b>
Debt Coverage (Target 1.3)	1.12	1.64	2.19	7.12	3.63	3.09	1.36	1.59	1.71	1.83	1.35

**Table 8**  
**San Miguel CSD - Water**  
**Cost Allocation**  
**Scenario 1: Baseline Recommendation**

**Functional Allocation**

<b>Allocation Category</b>	<b>Amount</b>	<b>Capacity</b>	<b>All Volume</b>	<b>Total</b>
Maintenance	\$26,250		100%	100%
Administration	\$283,522	90%	10%	100%
All Volume	\$560,382		100%	100%
Debt	\$113,800	75%	25%	100%
Capital	\$131,665	50%	50%	100%
Functional Allocation \$	\$406,352		\$709,266	\$1,115,619
Functional Allocation %	36.42%		63.58%	100%
<b>Revenue Requirement</b>	<b>\$375,565</b>		<b>\$655,640</b>	<b>\$1,031,205</b>

**Table 9**  
**San Miguel CSD - Water**  
**2023 Water Rates**  
**Scenario 1: Baseline Recommendation**

<b>Allocation Units</b>	<b>Capacity</b>	<b>All Volume</b>
	<i>EDU</i>	<i>CCF</i>
Allocation Units	969	114,030
Revenue Requirement	<u>\$375,565</u>	<u>\$655,640</u>
<b>Charge</b>	<b>\$387.60</b>	<b>\$5.75</b>

<b>Fixed Charge Calculation</b>	<b>Capacity Factor</b>	<b>Meter Charge</b>	<b>Annual Charge</b>	<b>Monthly Charge</b>
Meter Size				
1"	1.0	\$387.60	\$387.60	<b>\$32.30</b>
1 1/2"	2.0	\$775.20	\$775.20	<b>\$64.60</b>
2"	3.2	\$1,240.32	\$1,240.32	<b>\$103.36</b>
3"	6.4	\$2,480.64	\$2,480.64	<b>\$206.72</b>
4"	10.0	\$3,876.00	\$3,876.00	<b>\$323.00</b>
6"	20.0	\$7,752.00	\$7,752.00	<b>\$646.00</b>

RESOLUTION NO. 2023-40

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
SAM MIGUEL COMMUNITY SERVICES DISTRICT  
ADOPTING NEW PROPERTY-RELATED FEES  
FOR WATER SERVICE

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WHEREAS, San Miguel Community Services District (“District”) provides water services to residents and businesses of the District; and

WHEREAS, a Water Rate Study, dated June 13 2023, prepared by Bartle Wells Associates (“Water Rate Study”), establishes various rates proposed therein, which the District Board of Directors (“Board”) finds are reasonably related and proportional to the cost of providing water service to District customers; and

WHEREAS, in preparing the Water Rate Study , staff and Bartle Wells Associates recommended several alternatives that the District could adopt regarding the revised water rates, which the Board has reviewed; and

WHEREAS, at its June 22, 2023 regular meeting, the Board considered and approved the Water Rate Study and, at that same meeting, the Board instructed staff to set a public hearing pursuant to Article XIID, Section 6 of the California Constitution (a portion of “Proposition 218”) with respect to the water rate increase described in the Water Rate Study; and

WHEREAS, on July 10, 2023 and August 4, 2023, notice of public hearing, including all information required by applicable law, was mailed to (i) the record owner of each parcel served by the District and (ii) any other person to whom the District customarily sends a bill for water service at the address shown on District records; and

WHEREAS, the Board finds that the revenues derived from the proposed rates, as provided in the notice, are in reasonable proportion for each customer to the funds required to continue District operations and water services; and

WHEREAS, under Proposition 218, the District shall not impose the proposed water rates if written, valid protests against the proposed rates are presented to the District for a majority of the affected parcels prior to the close of the public hearing; and

WHEREAS, on September 28, 2023, at the time and date set forth in the mailed notice, the Board held a public hearing at which all interested persons had an opportunity

to present oral and written testimony, written materials, and written protests concerning the rate increase; and

WHEREAS, a majority protest requires receipt of protests from 50% plus one of the parcels within the District’s water service area, or 453 protests; and

WHEREAS, the District has counted the protests and determined that the total protests received did not meet the majority protest threshold of 453 protests.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Board does hereby accept and close the Proposition 218 public notification and protest process with receipt of less than a majority protest vote.
2. The Board does hereby approve and adopt the rate increase for water customers, in accordance with the rate schedule attached hereto as Exhibit A, which shall be effective on October 16, 2023.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the San Miguel Community Services District at a special meeting held on the 28th day of September 2023; motioned by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon roll call was carried by the following vote of:

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

**ATTEST:**

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Rod Smiley, President Board of Directors

\_\_\_\_\_  
Tamara Parent, Board Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Douglas L. White, District General Counsel



## EXHIBIT A

### Water Rate Schedule

Volumetric Rates		Current Rates	Proposed October 16, 2023	Proposed July 16, 2024	Proposed July 16 2025	Proposed July 16, 2026	Proposed July 16, 2027
<b>Single-Family Residential</b>							
Existing Structure		Proposed Structure					
(0-5 CCF)		\$0.00 (All Use)	\$5.75	\$6.04	\$6.35	\$6.67	\$7.01
(6-12 CCF)		\$4.77					
(>12 CCF)		\$7.97					
<b>Non-Residential</b>							
Existing Structure		Proposed Structure					
(0-5 CCF)		\$0.00 (All Use)	\$5.75	\$6.04	\$6.35	\$6.67	\$7.01
(>5 CCF)		\$5.55					
<b>Monthly Fixed Rates</b>							
All Customers		FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Meter Size	Existing	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
5/8"		\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
3/4"		\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
1"		\$53.09	\$32.30	\$33.92	\$35.62	\$37.41	\$39.29
1 1/2"		\$88.34	\$64.60	\$67.83	\$71.23	\$74.80	\$78.54
2"		\$130.64	\$103.36	\$108.53	\$113.96	\$119.66	\$125.65
6"		\$722.87	\$646.00	\$678.30	\$712.22	\$747.84	\$785.24

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 7.1**

**SUBJECT:** San Luis Obispo County Organizations

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**SUGGESTED ACTION:** Verbal/Report

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

AGENDA ITEM: 7.2

**SUBJECT:** Community Service Organizations

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**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report.

---

**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

---

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**September 28, 2023**

**AGENDA ITEM: 7.3**

**SUBJECT:** Camp Roberts—Army National Guard

---

**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report

---

**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

---

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 8.1**

**SUBJECT:** General Manager

---

**SUGGESTED ACTION:** Receive verbal report

---

**DISCUSSION:**

Verbal

---

**FISCAL IMPACT:**

None

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**PREPARED BY:** Kelly Dodds

---

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 8.2**

**SUBJECT:** District Counsel

---

**SUGGESTED ACTION:** Receive verbal report

---

**DISCUSSION:**

Verbal

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

AGENDA ITEM: 8.3

**SUBJECT:** District Utilities

---

**SUGGESTED ACTION:** Receive and File

---

**DISCUSSION:**

**Well Status:**

- Well 4 is fully operational – Well Level 105.3’ 8/1/23 (STATIC)
- Well 3 is fully operational – Well Level 60’ 8/23/23 (STATIC)
- SLT well is out of service due to a pump and radio issue.
- **Total combined average running hours per day (11.11)**

**(Threshold for stage 1 resource severity level determination is 17 hours per day)**

**Water System status:**

Water leaks this month: 0 This calendar year: 2

Water related calls through the alarm company after hours this month: 0 This Year: 4

- .

**Sewer System status:**

Sewer overflows this month: 0 this year: 0

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

- .

**WWTF status:**

- .

**California Regional Water Resources Control Board:**

- The District received the draft General Order Permit for the WWTF. Comments were sent to our regulator.

**State Water Resources Control Board (SWRCB):**

- .

**Division of Water Resources (DWR):**

- 

**Regional Water Management Group (RWMG)/ Water Resources Advisory Committee (WRAC):**

- .

**Billing related activity:**

- **Total active accounts (at the time of this report)**
- 903 water accounts
- 806 wastewater accounts
- **Overdue accounts (at the time of this report)**
- 13 accounts 60 days past due
- **Accounts on a Payment Arrangement Agreement**
- 3 accounts have started an arrangement
- **Service orders (for this month at the time of this report)**
- 4 service orders issued and completed

**Lighting/ Landscaping status:**

- Fixed several more leaks in the irrigation main lines

**Solid Waste:**

Mattress recycling

- Mattresses are accepted by appointment only, Monday, Wednesday, Friday between 8 am and 11 am.

E-Waste collection

- E-waste is accepted Monday, Wednesday, Friday between 8 am and 11 am.

**SB-1383:**

- .

**Project status:**

- **Replacement water tank and pump station on east side of river/ water line replacement.**  
(21007) started February 2022
  - (POTENTIALLY GRANT FUNDED)
  - Application submitted
- **Recycled water line from WWTF to Vineyard/ Gallo**
  - Progressing through design, survey.
  - Working with Gallo for property easements.
- **Sewer lining and manhole rehabilitation project** (21008) started February 2021
  - (100% GRANT FUNDED)
  - Two vendors attended the Mandatory pre-bid meeting.
  - Bid closed 9/22/23
  - Will be agendized for contract approval at the 10/26 board meeting.



- **Cost of Service Rate Study** (22005) started June 2022
  - Notices for water rate increase have been mailed and received by the community.
  - A revised notice was sent to the community due to a typo on the first notice.
  - Public hearing is scheduled for September 28th 2023.

**Staffing**

- Two vacant positions.
- WWTF Operator Lead and WWTF Operator, both are out for applications.
- 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:**

- .

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 8.4**

**SUBJECT:** Fire Chief Report

---

**SUGGESTED ACTION:** Receive and File

---

**DISCUSSION:**

All SMFD engines are in currently service.

1. All remaining Kenwood mobile radios have been programed with the current State load.
2. Chief is considering the option of selling U8630, & 8601 and purchasing a new command vehicle C8600 and utilizing the current C8600 truck for department use.

Code Adoption 2023:

1. Local Ordinance 01-2023 has been forwarded to County Fire for submission to the County Board of Supervisors for ratification as required. County Planning has taken issue with the photovoltaic plan submission requirement well beyond the required review period. The Fire Chief is currently working with Legal to prepare for a presentation before the Board of Supervisors during Public Comment.
2. The HCD has confirmed the assumption of Fire Code Enforcement within State managed parks within the San Miguel District Boundaries on May 4th, 2023. notification was sent via certified mail to the 2 property owners. Return receipts for delivery confirmation were received on May 8th & 10th. The Department shall be contacting outside agencies regarding inspections. A potential inspection date of 26 July has been pushed back due to the ratification issues between the County and SMF. This item is still pending ratification.

Grants:

2023/2024 RFC Grant

1. The 2023/2024 RFC Grant Application has been submitted and an award was granted. However, the awarded amount was lower than the requested amount. A vital piece of testing equipment was not approved for funding. The Department is presenting Resolution 2023-46 to fund the purchase of the necessary testing equipment.
2. Award has been finalized on September 6, 2023 .

SAFER Grant.

1. SAFER Grant notices should have been available in late September, still no update.

Training:

1. SMF in conjunction with SLOFIST are planning on hosting a FI210 Course in the fall of 2024. Date has been tentatively set for May 6-10, 2024 location TBD.
  2. Regular weekly training is continuing.
- 

**FISCAL IMPACT:**

None

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# San Miguel Fire Department

San Miguel, CA

This report was generated on 9/19/2023 4:07:49 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: 08/01/2023 | End Date: 08/31/2023

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
<b>Young, Scott P</b>					
08/01/2023 11:00:00	08/02/2023 08:30:00	DAYBOOK	SMF 1		21.50
08/02/2023 08:30:00	08/03/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/02/2023 09:00:00	08/02/2023 12:00:00	DAYBOOK	8600	County Chiefs Meeting in Atascadero	3.00
08/03/2023 08:30:00	08/04/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/03/2023 09:30:00	08/03/2023 11:00:00	DAYBOOK	8600	Budget review meeting	1.50
08/04/2023 08:30:00	08/05/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/04/2023 14:00:00	08/04/2023 14:00:00	DAYBOOK	E8696	E8696 charging system problems	0.00
08/05/2023 08:30:00	08/06/2023 08:30:00	DAYBOOK	8600		24.00
08/05/2023 19:22:00	08/05/2023 19:36:00	INCIDENT	E8668	Incident 2023-205 - False alarm or false call, other: Apparatus E8668 responded to 1500 N ST	0.23
08/06/2023 08:30:00	08/07/2023 08:30:00	DAYBOOK	8600		24.00
08/07/2023 08:30:00	08/08/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/08/2023 08:30:00	08/08/2023 17:00:00	DAYBOOK	SMF 1		8.50
08/08/2023 08:30:00	08/08/2023 10:00:00	DAYBOOK	8600	Gary Nix working on radio programs	1.50
08/13/2023 16:30:00	08/14/2023 08:30:00	DAYBOOK	8600		16.00
08/14/2023 03:17:00	08/14/2023 03:31:00	INCIDENT	E8668	Incident 2023-212 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1440 K ST	0.23
08/14/2023 08:30:00	08/15/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/14/2023 17:54:00	08/14/2023 18:24:00	INCIDENT	E8668	Incident 2023-213 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 700 N River RD 6	0.50
08/15/2023 08:30:00	08/16/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/15/2023 18:00:00	08/15/2023 22:00:00	DAYBOOK		Firefighter Training: Scene Size up Lead Instructor: Young, Scott P	4.00
08/16/2023 08:30:00	08/17/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/16/2023 10:30:00	08/16/2023 11:30:00	DAYBOOK	8600	ADU 8250 Magdalena	1.00
08/16/2023 11:49:00	08/16/2023 12:13:00	INCIDENT	E8668	Incident 2023-214 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1695 Aldo WAY	0.40
08/17/2023 08:30:00	08/18/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/18/2023 04:25:00	08/18/2023 06:19:00	INCIDENT	E8696	Incident 2023-215 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to Mission ST	1.90
08/18/2023 08:30:00	08/19/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/18/2023 21:23:00	08/18/2023 21:55:00	INCIDENT	E8668	Incident 2023-216 - Motor vehicle accident with no injuries.: Apparatus E8668 responded to 2280 San Marcos RD	0.53
08/19/2023 08:30:00	08/20/2023 08:30:00	DAYBOOK	8600		24.00
08/19/2023 20:09:00	08/19/2023 20:51:00	INCIDENT	E8668	Incident 2023-218 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 560 12th ST	0.70
08/20/2023 02:33:00	08/20/2023 03:16:00	INCIDENT	E8668	Incident 2023-219 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1451 Mission ST	0.72
08/20/2023 10:12:00	08/20/2023 10:28:00	INCIDENT	E8668	Incident 2023-220 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 70 Laddy LN	0.27
08/20/2023 13:17:00	08/20/2023 13:37:00	INCIDENT	E8668	Incident 2023-221 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 560 12th ST	0.33
08/20/2023 22:55:00	08/20/2023 23:25:00	INCIDENT	E8668	Incident 2023-222 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 700 N River RD	0.50
08/22/2023 08:30:00	08/23/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/22/2023 08:30:00	08/22/2023 08:30:00	DAYBOOK	8600	Gary Nix up to program Kenwood radios	0.00

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
08/22/2023 11:46:00	08/22/2023 12:05:00	INCIDENT	E8668	Incident 2023-223 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1355 Mission ST	0.32
08/23/2023 08:30:00	08/24/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/23/2023 19:00:00	08/23/2023 21:00:00	DAYBOOK	8600	SMAC Meeting	2.00
08/24/2023 00:35:00	08/24/2023 01:03:00	INCIDENT	E8668	Incident 2023-224 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 340 15th ST	0.47
08/24/2023 08:30:00	08/25/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/24/2023 14:37:00	08/24/2023 14:52:00	INCIDENT	E8668	Incident 2023-225 - Dispatched & cancelled en route: Apparatus E8668 responded to BLDG 1800	0.25
08/24/2023 18:00:00	08/24/2023 21:30:00	DAYBOOK	8600	BOD Meeting	3.50
08/24/2023 20:00:00	08/24/2023 21:00:00	DAYBOOK	8600	Closed session evaluation review	1.00
08/25/2023 16:54:00	08/25/2023 17:56:00	INCIDENT	E8696	Incident 2023-226 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to 7300 N River RD	1.03
08/27/2023 01:23:00	08/27/2023 01:49:00	INCIDENT	8600	Incident 2023-227 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 11th x Mission St.	0.43
08/28/2023 08:30:00	08/29/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/29/2023 09:33:00	08/29/2023 09:36:00	INCIDENT	E8696	Incident 2023-229 - Alarm system activation, no fire - unintentional: Apparatus E8696 responded to 1601 L ST	0.05
08/29/2023 13:03:00	08/29/2023 13:37:00	INCIDENT	E8668	Incident 2023-230 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 790 Armand AVE	0.57
08/30/2023 08:30:00	08/31/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/30/2023 17:29:00	08/30/2023 17:39:00	INCIDENT	E8668	Incident 2023-231 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 7300 BLK Monterey Rd.	0.17
08/31/2023 08:30:00	09/01/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/31/2023 20:39:00	08/31/2023 20:55:00	INCIDENT	8600	Incident 2023-232 - Fire, other: Apparatus 8600 responded to 1115 L Street	0.27
<b>Total Hours for: Young, Scott P</b>					<b>505.37</b>
<b>Total of all Personnel Hours</b>					<b>505.37</b>

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



# San Miguel Fire Department

San Miguel, CA

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## Effective Response Force Times by Incident for Date Range

Agencies On Scene: All Agencies | Census Tract(s): All Census Tracts | Cities: All Cities | Map Page(s): All Map Pages | Mutual Aid: All Types and None | Primary Action (s) Taken: All Codes | Property Use(s): All Types and None | Response Mode(s): All Response Modes | Shift(s): All Shifts | Zone(s): All Zones | Incident Type(s): All Incident Types | Station(s): All Stations | Complaints Reported by Dispatch: All Complaints Reported by Dispatch | Start Date: 08/01/2023 | End Date: 08/31/2023

Incident Date	Incident #	Losses - Property	Losses - Contents	Alarm Time	Total Personnel - Effective Response	First On Scene Apparatus	Last On Scene Apparatus	Earliest Turnout	Call Processing Time	First Unit Total Response Time	First Unit Travel Time	Total Travel Time Effective Response	Total Response Time Effective Response
08/05/2023	2023-205	0	0	19:22:00	4	E8668	E8668	06:00	00:00	00:09:00	00:03:00	00:03:00	00:09:00
08/09/2023	2023-207	0	0	15:45:00	2	E8668	E8668	02:00	00:00	00:09:00	00:07:00	00:07:00	00:09:00
08/10/2023	2023-208	0	0	10:27:00	3	8601	8601	01:00	00:00	00:03:00	00:02:00	00:02:00	00:03:00
08/10/2023	2023-209	0	0	14:53:00	2	E8668	E8668	00:00	00:00	00:00:00	00:00:00	00:00:00	00:00:00
08/13/2023	2023-211	0	0	09:58:00	1	E8668	E8668	06:00	00:00	00:10:00	00:04:00	00:04:00	00:10:00
08/14/2023	2023-212	0	0	03:17:00	1	E8668	E8668	06:00	00:00	00:10:00	00:04:00	00:04:00	00:10:00
08/14/2023	2023-213	0	0	17:54:00	3	E8668	E8668	04:00	00:00	00:06:00	00:02:00	00:02:00	00:06:00
08/16/2023	2023-214	0	0	11:49:00	1	E8668	E8668	02:00	00:00	00:05:00	00:03:00	00:03:00	00:05:00
08/18/2023	2023-215	0	0	04:25:00	1	E8696	E8696	09:00	00:00	00:20:00	00:11:00	00:11:00	00:20:00
08/18/2023	2023-216	0	0	21:23:00	3	E8668	E8668	05:00	00:00	00:16:00	00:11:00	00:11:00	00:16:00
08/19/2023	2023-218	0	0	20:09:00	2	E8668	E8668	02:00	00:00	00:04:00	00:02:00	00:02:00	00:04:00
08/20/2023	2023-219	0	0	02:33:00	2	E8668	E8668	05:00	00:00	00:09:00	00:04:00	00:04:00	00:09:00
08/20/2023	2023-220	0	0	10:12:00	2	E8668	E8668	03:00	00:00	00:13:00	00:10:00	00:10:00	00:13:00
08/20/2023	2023-221	0	0	13:17:00	2	E8668	E8668	03:00	00:00	00:06:00	00:03:00	00:03:00	00:06:00
08/20/2023	2023-222	0	0	22:55:00	3	E8668	E8668	05:00	00:00	00:07:00	00:02:00	00:02:00	00:07:00
08/22/2023	2023-223	0	0	11:46:00	2	E8668	E8668	00:00	00:00	00:00:00	00:00:00	00:00:00	00:00:00
08/24/2023	2023-224	0	0	00:35:00	1	E8668	E8668	05:00	00:00	00:09:00	00:04:00	00:04:00	00:09:00
08/25/2023	2023-226	0	0	16:54:00	2	E8696	E8696	04:00	00:00	00:10:00	00:06:00	00:06:00	00:10:00
08/29/2023	2023-230	0	0	13:03:00	2	E8668	E8668	01:00	00:00	00:04:00	00:03:00	00:03:00	00:04:00
08/30/2023	2023-231	0	0	17:29:00	4	E8668	E8668	05:00	00:00	00:08:00	00:03:00	00:03:00	00:08:00
08/31/2023	2023-232	0	0	20:39:00	5	E8668	E8668	05:00	00:00	00:08:00	00:03:00	00:03:00	00:08:00

This is a custom report. Only Reviewed Incidents are included. Cancelled Apparatus are excluded. Only apparatus and personnel from the earliest Dispatch Time are included in this report. Travel Time is Enroute Time to Arrive Time. Total Travel Time for the Effective Response Force (ERF) is the difference between the apparatus with the earliest Enroute Time and the apparatus with the last Arrived Time. Total Travel Time for the ERF is calculated from units that were part of the earliest Dispatch Time. Total Response Time for the ERF is earliest Alarm Time to the last Arrive Time.



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# San Miguel Fire Department

San Miguel, CA

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## Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
<b>Zone: AAE - Auto Aid East</b>					
2023-220	321	08/20/2023	Reviewed	70 Laddy LN	E8668
<b>AAE - Auto Aid East Incidents: 1</b>					
<b>Zone: AAW - Auto Aid West</b>					
2023-211	321	08/13/2023	Reviewed	10150 Mission Almond WAY	E8668
2023-216	324	08/18/2023	Reviewed	2280 San Marcos RD	8601, E8668
<b>AAW - Auto Aid West Incidents: 2</b>					
<b>Zone: BOB - Camp Roberts</b>					
2023-225	611	08/24/2023	Reviewed	BLDG 1800	E8668
<b>BOB - Camp Roberts Incidents: 1</b>					
<b>Zone: CBMHP - Casa Blanca Mobile Home Park</b>					
2023-218	321	08/19/2023	Reviewed	560 12th ST	E8668
2023-221	321	08/20/2023	Reviewed	560 12th ST	E8668
<b>CBMHP - Casa Blanca Mobile Home Park Incidents: 2</b>					
<b>Zone: CSD - CSD Limits</b>					
2023-206	321	08/08/2023	Incomplete	1401 Prado PL	E8668
2023-208	321	08/10/2023	Reviewed	346 12th ST	8601, E8668
2023-209	553	08/10/2023	Reviewed	1150 Mission ST	E8668
2023-212	321	08/14/2023	Reviewed	1440 K ST	E8668
2023-215	324	08/18/2023	Reviewed	Mission ST	E8696
2023-217	611	08/19/2023	Reviewed	1116 L ST	SMF 1
2023-219	321	08/20/2023	Reviewed	1451 Mission ST	E8668
2023-223	321	08/22/2023	Reviewed	1355 Mission ST	E8668
2023-224	321	08/24/2023	Reviewed	340 15th ST	E8668
2023-227	321	08/27/2023	Reviewed	11th x Mission St.	8600, E8668
2023-232	100	08/31/2023	Reviewed	1115 L Street	8600, E8668
<b>CSD - CSD Limits Incidents: 11</b>					
<b>Zone: LLS - Lillian Larson School</b>					
2023-229	745	08/29/2023	Reviewed	1601 L ST	E8696
<b>LLS - Lillian Larson School Incidents: 1</b>					
<b>Zone: MAE - Mutual Aid East</b>					
2023-226	324	08/25/2023	Reviewed	7300 N River RD	E8696
<b>MAE - Mutual Aid East Incidents: 1</b>					
<b>Zone: MAS - Mutual Aide South</b>					
2023-210	321	08/12/2023	Reviewed	6845 Monterey RD	E8668

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



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2023-231	321	08/30/2023	Reviewed	7300 BLK Monterey Rd.	E8668
<b>MAS - Mutual Aide South Incidents: 2</b>					
<b>Zone: MM - Mission Meadows</b>					
2023-203	321	08/02/2023	Incomplete	1496 Rio Vista PL	E8668
2023-205	700	08/05/2023	Reviewed	1500 N ST	E8668
2023-214	321	08/16/2023	Reviewed	1695 Aldo WAY	E8668
2023-230	321	08/29/2023	Reviewed	790 Armand AVE	E8668
<b>MM - Mission Meadows Incidents: 4</b>					
<b>Zone: Ter - San Lawerance Terrace</b>					
2023-207	321	08/09/2023	Reviewed	8535 Mission Lane	8601, E8668
<b>Ter - San Lawerance Terrace Incidents: 1</b>					
<b>Zone: WOMHP - White Oaks Mobile Home Park</b>					
2023-213	321	08/14/2023	Reviewed	700 N River RD	E8668
2023-222	321	08/20/2023	Reviewed	700 N River RD	E8668
<b>WOMHP - White Oaks Mobile Home Park Incidents: 2</b>					
<b>Total Incidents: 28</b>					

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.





# San Miguel Fire Department

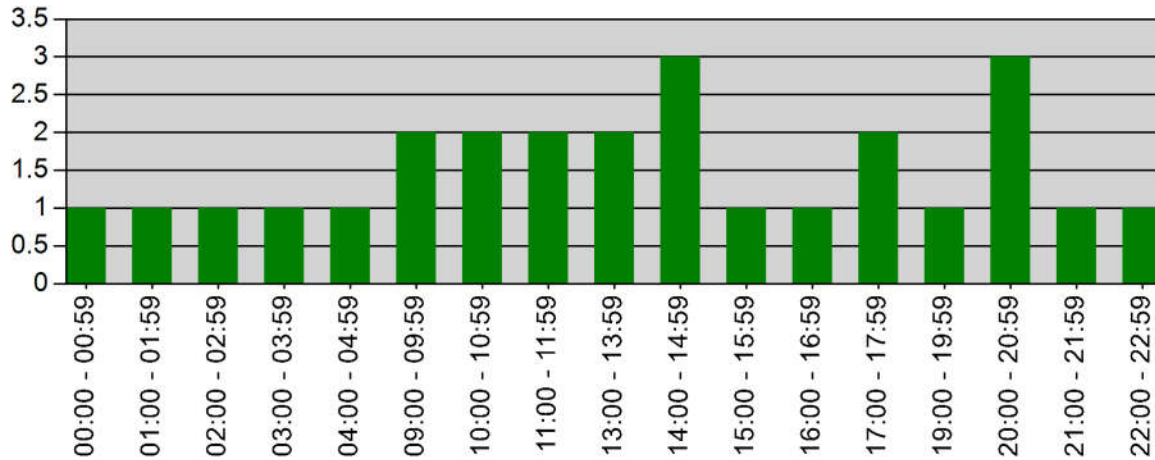
San Miguel, CA

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## Incidents by Hour for Zone for Date Range

Zone: All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023



TIME	COUNT
00:00 - 00:59	1
01:00 - 01:59	1
02:00 - 02:59	1
03:00 - 03:59	1
04:00 - 04:59	1
09:00 - 09:59	2
10:00 - 10:59	2
11:00 - 11:59	2
13:00 - 13:59	2
14:00 - 14:59	3
15:00 - 15:59	1
16:00 - 16:59	1
17:00 - 17:59	2
19:00 - 19:59	1
20:00 - 20:59	3
21:00 - 21:59	1
22:00 - 22:59	1

Only REVIEWED incidents included



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# San Miguel Fire Department

San Miguel, CA

This report was generated on 9/19/2023 4:18:24 PM



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

Start Incident Type: 100 | End Incident Type: 911 | Zone: All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAE - Auto Aid East					
Rescue & Emergency Medical Service					
	Lights and Sirens	10:00	0:00	3:00	13:00
Zone: AAW - Auto Aid West					
Rescue & Emergency Medical Service					
	Lights and Sirens	7:30	0:00	5:30	13:00
Zone: CBMHP - Casa Blanca Mobile Home Park					
Rescue & Emergency Medical Service					
	Lights and Sirens	2:30	0:00	2:30	5:00
Zone: CSD - CSD Limits					
Fires					
	Lights and Sirens	3:00	0:00	5:00	8:00
Rescue & Emergency Medical Service					
	Lights and Sirens	4:10	0:00	4:20	8:30
Service Call					
	No Lights or Sirens	0:00	0:00	0:00	0:00
Zone: MAE - Mutual Aid East					
Rescue & Emergency Medical Service					
	Lights and Sirens	6:00	0:00	4:00	10:00
Zone: MAS - Mutual Aide South					
Rescue & Emergency Medical Service					
	Lights and Sirens	3:00	0:00	5:00	8:00
Zone: MM - Mission Meadows					
Rescue & Emergency Medical Service					
	Lights and Sirens	3:00	0:00	1:30	4:30
False Alarm & False Call					
	Lights and Sirens	3:00	0:00	6:00	9:00
Zone: Ter - San Lawerance Terrace					
Rescue & Emergency Medical Service					
	Lights and Sirens	7:00	0:00	2:00	9:00
Zone: WOMHP - White Oaks Mobile Home Park					

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

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Rescue & Emergency Medical Service					
Lights and Sirens		2:00	0:00	4:30	6:30

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

# San Miguel Fire Department

San Miguel, CA

This report was generated on 9/19/2023 4:20:47 PM



## Average Number of Responding Personnel per Incident Type for Date Range

StartDate: 08/01/2023 | EndDate: 08/31/2023

INCIDENT TYPE	AVG. # PERSONNEL
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	2
553 - Public service	2
611 - Dispatched & cancelled en route	1
700 - False alarm or false call, other	4
745 - Alarm system activation, no fire - unintentional	2

Reviewed Incidents only.



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# San Miguel Fire Department

San Miguel, CA

This report was generated on 9/19/2023 4:23:59 PM



## Incident Count by Weekday and Hour for Zone for Shift for Date Range

Personnel: All Personnel | Shift(s): All Shifts | Zone: All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	0	0	0	0	1	0	0
01:00	1	0	0	0	0	0	0
02:00	1	0	0	0	0	0	0
03:00	0	1	0	0	0	0	0
04:00	0	0	0	0	0	1	0
05:00	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0
07:00	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0
09:00	1	0	1	0	0	0	0
10:00	1	0	0	0	1	0	0
11:00	0	0	1	1	0	0	0
12:00	0	0	0	0	0	0	0
13:00	1	0	1	0	0	0	0
14:00	0	0	0	0	2	0	1
15:00	0	0	0	1	0	0	0
16:00	0	0	0	0	0	1	0
17:00	0	1	0	1	0	0	0
18:00	0	0	0	0	0	0	0
19:00	0	0	0	0	0	0	1
20:00	0	0	0	0	1	0	2
21:00	0	0	0	0	0	1	0
22:00	1	0	0	0	0	0	0
23:00	0	0	0	0	0	0	0
Total Responses for Day	6	2	3	3	5	3	4
% of Responses for Day	16.67%	50.00%	33.33%	33.33%	40.00%	33.33%	50.00%
% of Responses for Week	23.08%	7.69%	11.54%	11.54%	19.23%	11.54%	15.38%

Hour	Total per Hour	Percent
00:00	1	3.85%
01:00	1	3.85%
02:00	1	3.85%
03:00	1	3.85%
04:00	1	3.85%
05:00	0	0.00%
06:00	0	0.00%
07:00	0	0.00%
08:00	0	0.00%
09:00	2	7.69%
10:00	2	7.69%
11:00	2	7.69%
12:00	0	0.00%
13:00	2	7.69%
14:00	3	11.54%
15:00	1	3.85%
16:00	1	3.85%
17:00	2	7.69%
18:00	0	0.00%
19:00	1	3.85%
20:00	3	11.54%
21:00	1	3.85%
22:00	1	3.85%
23:00	0	0.00%
Total	26	100.00%

Incident Count by Weekday and Hour for Zone, for Shift and Date Range. Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Maximum call volumes for each day are shown with a RED background, and maximum call volumes for each hour are shown with a BLUE background. "% of Responses for Day" indicates the maximum hourly call volume as percentage of total calls for the day of the week. "% of Responses for Week" indicates the total number of calls for the day of the week as a percentage of total calls.

# San Miguel Fire Department

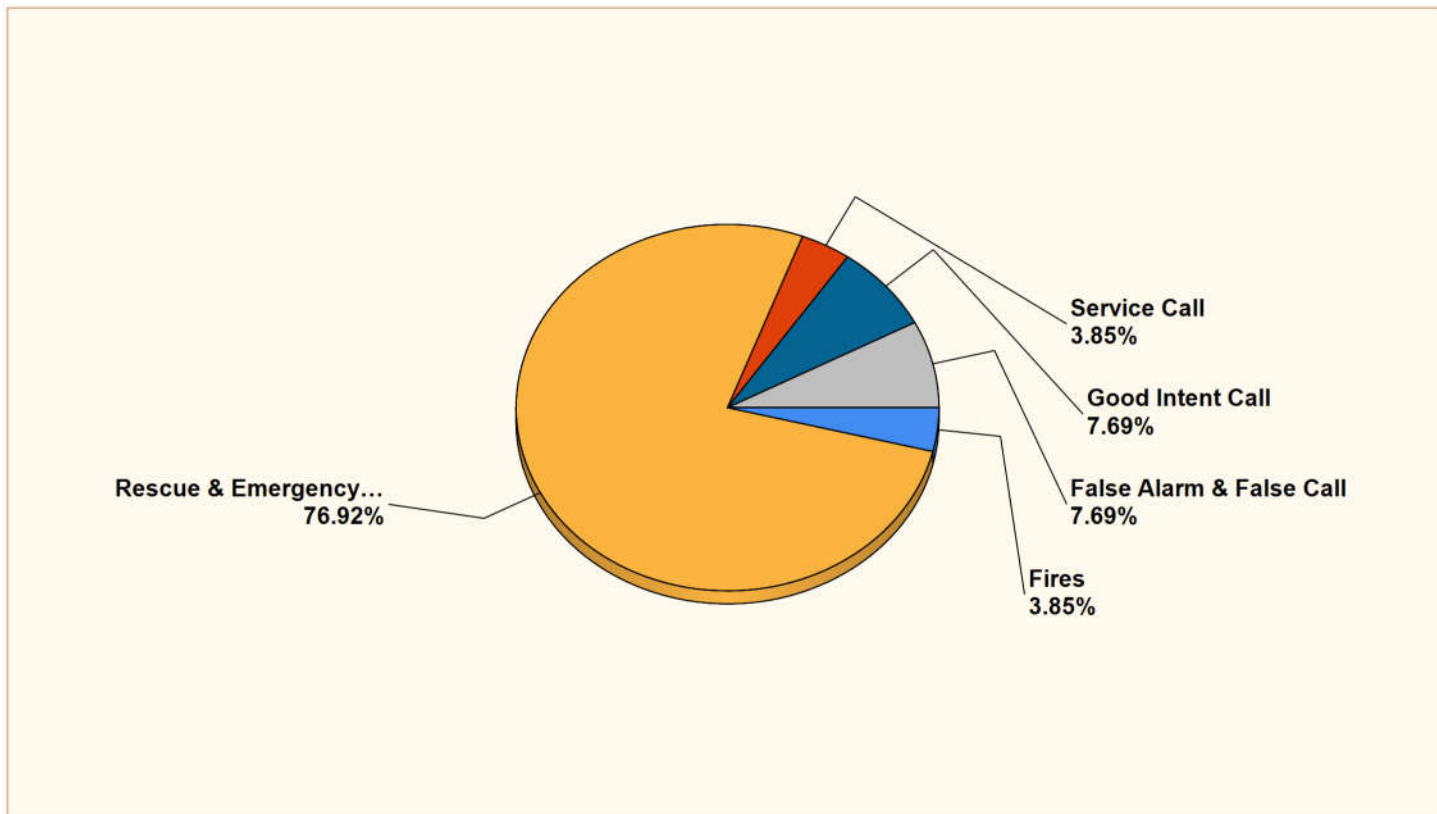
San Miguel, CA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/01/2023 | End Date: 08/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	3.85%
Rescue & Emergency Medical Service	20	76.92%
Service Call	1	3.85%
Good Intent Call	2	7.69%
False Alarm & False Call	2	7.69%
<b>TOTAL</b>	<b>26</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	3.85%
321 - EMS call, excluding vehicle accident with injury	17	65.38%
324 - Motor vehicle accident with no injuries.	3	11.54%
553 - Public service	1	3.85%
611 - Dispatched & cancelled en route	2	7.69%
700 - False alarm or false call, other	1	3.85%
745 - Alarm system activation, no fire - unintentional	1	3.85%
<b>TOTAL INCIDENTS:</b>	<b>26</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# San Miguel Fire Department

San Miguel, CA

This report was generated on 9/19/2023 4:32:56 PM



## Incident Count per Location Type per Zone per Address for Date Range

StartDate: 08/01/2023 | EndDate: 08/31/2023

LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Home/Residence</b>			
	AAE - Auto Aid East		
		70 Laddy LN Paso Robles (CCD), CA	1
	AAW - Auto Aid West		
		10150 Mission Almond WAY San Miguel, CA	1
	CBMHP - Casa Blanca Mobile Home Park		
		560 12th ST San Miguel, CA	2
	CSD - CSD Limits		
		1115 L Street San Miguel, CA	1
		1116 L ST San Miguel, CA	1
		1355 Mission ST San Miguel, CA	1
		1440 K ST San Miguel, CA	1
		1451 Mission ST San Miguel, CA	1
		340 15th ST San Miguel, CA	1
		346 12th ST San Miguel, CA	1
	MM - Mission Meadows		
		1695 Aldo WAY San Miguel, CA	1
		790 Armand AVE San Miguel, CA	1
	Ter - San Lawerance Terrace		
		8535 Mission Lane San Miguel, CA	1
	WOMHP - White Oaks Mobile Home Park		
		700 N River RD San Miguel, CA	1
		700 N River RD 6 San Miguel, CA	1
<b>Total for Location Type:</b>			<b>16</b>

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



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LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Public Building (schools, gov. offices)</b>			
	BOB - Camp Roberts		
		BLDG 1800 San Miguel, CA	1
	LLS - Lillian Larson School		
		1601 L ST San Miguel, CA	1
<b>Total for Location Type:</b>			<b>2</b>
<b>Street or Highway</b>			
	AAW - Auto Aid West		
		2280 San Marcos RD Paso Robles (CCD), CA	1
	CSD - CSD Limits		
		11th x Mission St. San Miguel, CA	1
		Mission ST San Miguel, CA	1
	MAE - Mutual Aid East		
		7300 N River RD San Miguel, CA	1
	MAS - Mutual Aide South		
		7300 BLK Monterey Rd. Paso Robles, CA	1
		6845 Monterey RD Paso Robles (corporate name El Paso de Robles), CA	1
	MM - Mission Meadows		
		1500 N ST San Miguel, CA	1
<b>Total for Location Type:</b>			<b>7</b>
<b>Trade or service (business, bars, restaurants, etc)</b>			
	CSD - CSD Limits		
		1150 Mission ST San Miguel, CA	1
<b>Total for Location Type:</b>			<b>1</b>

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**September 28, 2023**

**AGENDA ITEM: 9.1**

**SUBJECT:** 08-24-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes (Parent)

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR & GROUNDWATER SUSTAINABILITY AGENCY**

Rod Smiley, President      Raynette Gregory, Vice-President  
 Berkley Baker, Director      Anthony Kalvans, Director      Owen Davis, Director

**REGULAR BOARD OF DIRECTORS & GROUNDWATER SUSTAINABILITY AGENCY MINUTES**

**6:00 P.M. Opened Session then convened to Closed Session  
 SMCS D Boardroom 08-24-2023**

**1. Call to Order:**

At: 6:02 P.M.

**2. Roll Call:** *Rod Smiley, Raynette Gregory, Anthony Kalvans, Owen Davis*  
 ABSENT: *Berkley Baker*

**3. Approval of Regular Meeting Agenda:**

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			
Berkley Baker				X

**4. Pledge of Allegiance:**

Lead by Director Kalvans

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

Greg Grewal, Creston resident spoke about the letter from the San Miguel Groundwater Sustainability Agency Board apposing the EPC. Mr. Grewal discussed the EPC filing with the Department of Water Resources (DWR) before the Board of Supervisor vote, and explained that DWR is the only agency in the State of California that can make somebody a GSA. Mr. Grewal also explained to the Board that there will be a hearing at LAFCO in October.

**Board Comment:** Director Kalvans voiced that he agreed that the EPC should not have been seated, and would like to discuss sending a letter to LAFCo and DWR. General Manager Kelly

Dodds explained that it would be more appropriate for Director Kalvans to bring that up at Board Comment.

**6. Special Presentations/Public Hearings/Other:**

None

**7. Non- District Reports:**

**1. San Luis Obispo County Organizations**

Verbal/Report

Commander Manuele from the Sheriff Department updated the Board that San Miguel had 217 calls for Year. July 2023, was Down by 10% from last year.

**Public Comment:** None

**Board Comment:** None

**2. Community Service Organizations**

Verbal

Scott Young, President San Miguel Firefighters Association (SMFA) explained that the SMFA will be participating in the Stair Climb at the Paso Robles Fair Grounds on September 11th, and that this event is sponsored by San Miguel Firefighters Association and Paso Robles Firefighters Association.

Mr. Young explained that the SMFA will be having a Blood Drive on September 11th at the San Miguel Fire Department located at 1150 Mission Street, please sign up and save a life.

Rod Smiley from the North County Masonic Lodge explained that the Lodge is having a dinner on September 11th honoring Fire Departments through out the County, and that the San Miguel Fire Department will be honored at that dinner.

Mr. Smiley updated the Board that the Masonic Lodge signage for local service organization in San Miguel is moving forward. Mr. Smiley explained that the Masonic Lodge has been working with the Rios-Caledonia Adobe and they will be doing clean up and rehabilitation on the current signage and in return the Adobe will allow more service organizations to us it.

Anthony Kalvans updated the Board that the Lion's Club had a good turn out for the Mid-State Fair parking and that the Old Timers BBQ will be held on Sunday August 27 from Noon to 2 P.M.; if you are over 80 years old the meal is free.

**Public Comment:** None

**Board Comment:** None

**3. Camp Roberts—Army National Guard**

Verbal

None

**8. Staff & Committee Reports - Receive & File:**

**1. General Manager**

Receive verbal report

General Manager Kelly Dodds updated the Board that there is a Box inside the San Miguel Post Office for protest; and that the District has no authority or responsibility over that box, using it is at your own risk. Mr. Dodds explained that the best way to protest the Water Rate increase is to mail or drop off at 1765 Bonita Place. Protests will be accepted until the

close of the public hearing on September 28th 2023.

General Manager Kelly Dodds voiced that the District has received the Admin Draft of the SOI/MSR from LAFCo.

**Board Comment:** Kalvans asked about getting a copy of the Admin Draft SOI/MSR, and when LAFCo was anticipating approving the final draft? General Manager Kelly Dodds explained that LAFCo is agendizing it for their October 2023 meeting.

Director Davis asked about the letters of opposition, and expressed that the letters will be collected and turned in by "the public". Director Davis voiced that he will be having the "The moms of liberty" counting the protest letters. General Manager Kelly Dodds explained to Director Davis that it would have to be a Board vote to involve a third party to count the protest. The District always encourages the community to participate, and attend District meetings .

**Public Comment:** Ashley Sangster San Miguel resident voiced that he agrees with Director Davis that an independent organization should count the protest.

## 2. District Counsel

Receive verbal report

District General Counsel Christina Pritchard, from White Brenner had nothing to report.

**Public Comment:** None

**Board Comment:** None

## 3. District Utilities

Receive and File

General Manager Kelly Dodds report was submitted as written; and explained that there are still positions opened for WWTF operator. The District is still working with FEMA, the Sanitary Sewer Main & Manhole Inspection Services are on the agenda tonight, and that the WWTF is still moving forward with final design finishing up at the end of year.

**Board Comment:** Director Davis asked if he was correct that the District was looking for someone that is qualified to run the WWTF. General Manager Kelly Dodds explained that the District has qualified operators to run the WWTF, and that he was looking for additional operators.

Director Davis asked how many do you need? How many employees do you have that are certified and qualified, and passed all the exams to run a treatment plant? General Manager Kelly Dodds explained that there are two people employed by the District that can do that on their own. Director Davis again asked if they where qualified. General Manager Kelly Dodds voiced, Yes.

Director Davis suggested at maybe he should talk to one of the in-house operators, and promote them to run the WWTF. General Manager Kelly Dodds voiced that Director Davis was encroaching into personnel matters, but explained that they have been talked to and they declined moving into that position. Discussion ensued.

**Public Comment:** Greg Grewal spoke about there being times in his career that he had to learn, advance, and change. Job descriptions change, and employees have to advance with education or move on.

## 4. Fire Chief Report

Receive and File

Fire Chief Young submitted report as written, and asked for any questions. Chief Young explained that the California Fire Foundation grant was not awarded.

**Board Comment:** Director Kalvans asked about the 2023 Fire Code, and the County having issue with the Photovoltaic portion. Chief Young updated the Board that the District

General Counsel is working with him to present items to the County Board of Supervisors. Discussion ensued, and Chief Young asked for a letter of support from the Board. Director Gregory asked about the Grant and the Safer Grant. Discussion ensued with explanation of the different grants.

**Public Comment:** None

**9. Consent Calendar:**

**Public Comment:** None

**Board Comment:** None

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		
Berkley Baker				X

**1. 07-27-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes (Parent)**

Receive and File

**10. Board Action Items:**

**1. Financial Reports - July 2023 (Hido)**

Please *Review* the July 2023 SMCSD Financial Reports.

After the SMCSD Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals. Financial Officer Michelle Hido voiced that Financials for July are on Pages 43 thru 81. Mrs. Hido updated the Board of Directors that the fraudulent charges that occurred out of the Santa Maria escrow account, have been credited back to the account. The payment was received from the insurance company for the Mission Street accident that took down a street light; funds are in the Lighting Account. Financial Officer Michelle Hido explained that with the new fiscal year we have many of the big annual contract payments in July. On page 47 is the Annual Reimbursement Report for over one-hundred dollars, required by Gov. Code 53065.5 and is published on our District website. The District Auditor will be at the office doing his second field test day in September. Financial Officer explained that she is only asking for the Board review the financials and once the Audit is completed the reviewed financials will be brought back to the Board to receive and file.

**Board Comment:** Davis asked about who reviews, and discussion about receive and file ensued.

**Public Comment:** None

**2. Rural Fire Capacity (RFC) Grant**

Approve RESOLUTION 2023-36 authorizing the Fire Chief to accept the Rural Fire Capacity (RFC) grant award agreement number 7GF23106 from Cal Fire in matching grant funding in the amount of \$14,235.76 for the purchase of equipment as described and approved within the grant application submitted April 19, 2023.

Total purchases shall not exceed \$28,471.52

Item was presented by Fire Chief Young, asking the Board to approve Resolution 2023-36 Accept the Rural Capacity Grant (RFC)..

**Board Comment:** Director Kalvans asked if there was a reason the grant amount was reduced. Chief Young explained that they do not give a reason, discussion ensued.

Director Davis explained that he was confused on the grants and though Chief Young said he did not receive the grant. Chief Young explained that he applies for multiple grants.

**Public Comment:** None

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Approve Resolution 2023-36

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			
Berkley Baker				X

**3. Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCA) and Revised Purchasing Policy**

Adopt RESOLUTION 2023-37 electing to subject the District to the requirements of the California Uniform Public Construction Cost Accounting Act and approving an amended Purchasing Policy.

Item presented by Christina Pritchard District General Council and spoke about what the California Uniform Public Construction Cost Accounting Act (CUPCCA) was and how it would work for the District. Counsel Pritchard explained the SMCSO cost tier thresholds, and discussed the more stringent accounting procedures. Discussion on using the District work force for Public Works projects below two-hundred thousand and how that would be a great benefit for the District. The changes for formal bidding was discussed. If the District goes into CUPCCA it is required to update these restriction in the District Purchasing Policy. A redline of the District Purchasing Policy is attached with no other changes being made to the policy for Board review.

**Board Comment:** Director Gregory asked for more explanation on the thresholds; 60k and 200k. District General Counsel Pritchard explained that after the 60k the District does not have to bid out the contract, meaning that the District can negotiate a contract for what the District feels the most qualified and the best value for the District. It was explained that at the 200k threshold the District would have to go through the informal bidding process; discussion ensued on the state required bid list.

Director Gregory asked why the District had not opted into CUPCCA previously. District

General Counsel explained that not a lot of public agencies know that it is available to them. It was explained that over one-thousand California public agencies have opted into CUPCCA, and feels that the State Controllers Office has not properly publicized it.

General Manager Kelly Dodds explained to the Board of Directors that it was something that the District was unaware of and explained how CUPCCA would benefit the District; CUPCCA by allowing public works projects to be done by District Staff and not being forced to go out to bid. Discussion ensued over informal, formal bidding processes, and new or used equipment purchases.

Director Davis expressed that he thought that the District is loaded up with any kind of equipment that might be needed. Director Davis explained that he has always been upset because everything is "bid out" and voiced that if CUPCCA is approved then we can finally start doing in-house work with District staff. General Manager Kelly Dodds explained that if the District opted into CUPCCA then that would allow the District to do more things in-house. Director Davis voiced that is what he likes about it.

**Public Comment:** Greg Grewal Shandon resident asked District Counsel what happens when a project turns in bid at a certain price, then it becomes more. District General Counsel responded explaining that it does happen and those are brought to the Board as change orders.

Ashley Sangster San Miguel resident, spoke that he thought that CUPCCA would cost the District more. Mr. Sangster explained that he works for a state agency that does not participate in CUPCCA and that the California Contacting Code will only allow you to do maintenance to your own facilities. Mr. Sangster discussed the bidding process that he uses, and voiced that he thinks that if the District is not bidding projects the likelihood is that the project will cost more, referencing that the contractor will not sharpen their pencils. Director Davis motioned and motion Failed.

**Board Comment:** Director Kalvans spoke about having a question regarding the the District only receiving sole source or single contractor bids. Director Kalvans voiced that local contractor only wanting the multi-million dollar projects.

General Manager Kelly Dodds explained that the District does not have multi-million dollar projects, and we don't solicit the same response that bigger agencies have. The District projects are usually a lower dollar amount twenty to one hundred thousand dollars projects. Mr. Dodds explained that the District has a small group of contractors that will work with us and fit us into their scheduled. Discussion ensued about CUPPCA, and how the accounting is more stringent.

Director Gregory questioned the Purchasing Policy that was revised back in 2021, and that the limit was twenty-five thousand. General Manager explained that CUPPCA is only for Public Works Projects, and that all other expenses go by the twenty-five thousand that is in the Districts Purchasing Policy.

Mr. Sangster asked to speak again on Director Kalvans questions. Motion failed. Mr. Sangster was asked to send an email.

Director Kalvans asked about tabling the item by another motion and if that was allowed. District General Counsel Pritchard informed the Board of Directors that because the Item is agendized they could make multiple motions.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-37

Board Members	Ayes	Noes	Abstain	Absent
---------------	------	------	---------	--------



Raynette Gregory	X			
Rod Smiley		X		
Owen Davis		X		
Anthony Kalvans			X	
Berkley Baker				X

**Motion By:** Owen Davis

**Second By:**

**Motion:** To to allow another public comment

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker				X

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Table resolution 2023-37 for more information

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		
Berkley Baker				X

**4. Construction project review**

Discuss District construction projects that were completed and that are in progress.

Item Presented by General Manager Kelly Dodds explaining that the item was Informational Only. The information is to inform the Board of what projects we have in the works and how much has been spent on those projects, and how much grant funding the District has received. Mr. Dodds went through the report, and asked for questions.

**Board Comment:** Director Kalvans asked why there was no information on Capital for the Fire Department. Chief Young explained that the Fire Department, at this moment only has the lease on the engine and the Temporary Housing Unit, and they are in the monthly financial reports. Director Kalvans asked about Solid Waste and General Manager Kelly Dodds explained that these are project that are not in the maintenance budget. Director Kalvans voiced that he wanted to put on record that none of the Street lighting project have been done and would like the whole District to be on this kind of report next time.

Director Davis asked about the Sanitary Sewer Main and Manhole inspection service project. General Manager Kelly Dodds explained to Director Davis that the item was on the report and being discussed on the next agenda item.

**Public Comment:** None

**5. Request for Bids -- Sanitary Sewer Main and Manhole inspection service**

Authorize the General Manager to release a Request for Bids for sewer main and manhole inspection services.

Item presented by General Manager Kelly Dodds asking the Board to authorize the General Manager to release a request for bid proposals to conduct cleaning and CCTV inspections of approximately 28,266 linear feet, comprising 93 segments of sanitary sewer mains. The District was awarded a grant in the amount of \$396,500 for the planning phase of this project. An application will be made for the construction phase of this project at the end of the planning phase.

**Board Comment:** Director Davis asked how many sewer obstructions have been taken care of with the jetter. Director Davis voiced that if not broke don't fix, expressing that three-hundred and ninety thousand is a lot of money to pay someone to tell you how your sewer lines are doing. Discussion on sewer lines, and not waiting until they break to fix them ensued.

General Manager Kelly Dodds explained that the project is all grant funded; the purpose is to determine if we have any cracked, leaking or reduction in flow throughout the lines. Discussion on the maintenance of the sewer lines ensued. Mr. Dodds explained that the contractor will be go through all the lines and develop a plan of what needs repair.

Director Gregory voiced that the District is obligated to provide these services and that the District should be proactive, not reactive.

Director Kalvans asked about inspection of laterals. General Manager Kelly Dodds explained that the District is not responsibility for laterals, so is not part of the project scope.

**Public Comment:** Greg Grewal Shandon resident spoke about grant money and that it is not free money. If there is a problem then he agrees with grants; to fix them and spoke about regulations.

**Board Comment:** After motion Director Gregory expressed that she is a fiscal conservative and expressed that the people in the community need us to except these grants.

Director Kalvans expressed that the District needs to apply for grants and understands that these funds are tax dollars. Director Kalvans voiced that grants are not reliable, and the District should not ever fully rely on grants to maintain the facilities.

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Authorize General Manager to release RFB

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		
Berkley Baker				X

**Adjourn to the San Miguel Community Services District Groundwater Sustainability Agency (GSA):**

At: 7:35 P.M. Starting on page 309 of agenda packet

**11. GSA Board Action Items:**

- Proposed responses - Grand Jury report titled "Can One Wet Year Wash Away the**

### **Paso Robles Basin's Water Worries" (6-23-2023)**

Discuss proposed responses to County of San Luis Obispo Grand Jury report findings and recommendations. Provide feedback to the General Manager.

Item was presented by General Manager Kelly Dodds, the PBCC staff has developed responses to the Grand Jury findings and recommendations. Those draft responses are attached to this report. This Board should review the draft responses and provide feedback to the General Manager.

**Public Comment:** Greg Grewal Shandon Resident spoke about the monitoring, satellite data, and outreach. Mr. Grewal discussed Paso Robles Nacimiento water, and the County State water not being used.

**Board Comment:** Director Kalvans asked to discuss F3 monitoring, and blank spots in data and voiced that having more well data is not going to change anything. General Manager Kelly Dodds explained that more monitoring sites will not magically fix anything but will provide more data and more information is always better. Discussion ensued.

Director Smiley asked to what end with the Monitoring/Data and who would look at this information. General Manager discussed the data that they are looking at but agreed that if no one looking at it; then to what end.

Director Kalvans voiced his frustration and gave a history of the older committees regarding the basin.

Director Smiley voiced that he agrees with report, that even if we have back to back wet years the basin is still in overdraft.

Director Gregory voiced that she is a vineyard owner and understands that some farmers are taking advantage by over irrigating and drilling wells down to to eight-hundred feet.

Director Davis voiced that he thinks that there is no drought and the problem is the Harvard Group that has purchased the land to sell the water, and the new owners are the teachers union from Canada. Director Davis voiced that the County Board of Supervisors are making a lot of money backing these large vineyards. The Paso Basin is fine and thanked Mr. Grewal for fighting these issues.

Discussion ensued and General Manager Kelly Dodds explained that this is Information only.

*Consensus of the Board of Directors is to approve responses made by the PBCC staff*

## **2. Discuss representation on Paso Basin Cooperative Committee (PBCC)**

Discuss appointing a Board member to the Paso Basin Cooperative Committee (PBCC) as either the Member or Alternate. Provide direction to the General Manager.

Item was presented by General Manager Kelly Dodds explained to the Board of Directors that there is a Member and an Alternate to represent the San Miguel Groundwater Sustainability Agency (SMGSA) at the Paso Basin Cooperative Committee (PBCC).

Currently, General Manager Kelly Dodds is the member and the alternate is SMCSD Field Operator Lead Dustin Pittman. This item is to discuss appointing a Board member to the Paso Basin Cooperative Committee as either the Member or Alternate and provide direction. General Manager Kelly Dodds voiced that he was fine continuing as the Member to the PBCC.

**Board Comment:** Director Smiley asked about the positions, and when the meeting are. Discussion on alternate ensued.

Director Gregory voiced that the member that represents the SMGSA will be bringing back information to the whole Board.

Director Kalvans voiced that Mr. Dodds has been the PBCC representative for a few years, and wanted to make sure that the District is fairly represented, is local, and understand the

concerns of the community and will actively participate.

General Manager Kelly Dodds voiced that he would be fine continuing, but would like to have a Director as an alternate

**Public Comment:** Greg Grewal Shandon Resident voiced his appreciation for General Manager Kelly Dodds participation. Mr. Grewal spoke about the other GSA's and who they have on the PBCC Board, and thinks that it would be better to have a SMCSO Board Member on the PBCC Board. Mr. Grewal spoke about the illegal appointment of the EPC to the PBCC board, and voiced that the SMGSA sent a letter apposing the EPC, and nothing was done.

**Board Comment:** Director Gregory gave a history that she is not on the Board, due to people thinking she should not because she owns a vineyard.

Manager Kelly Dodds explained that the PBCC usually meets once a quarter, and most of the work is being done by staff.

Director Kalvans asked what time of day are the meeting held. General Manager Kelly Dodds explained that they are generally at four o'clock until six at the Paso Robles Council chambers.

Director Smiley asked for any interest from the rest of the Board.

Director Davis voice that he would like a Board Member and Alternate to be appointed. Stating a Motion.

General Manager Kelly Dodds clarified that he does have authority on behalf of the District.

District General Counsel Pritchard voiced that if this vote passes, and there is no interest then you will have no representative. Motion failed without a second.

General Manager Kelly Dodds asked if any of the Director's are interested in the position. Discussion ensued about tabling item for a full Board.

**Motion By:** Owen Davis

**Second By:**

**Motion:** To appoint both seats Board Members

Board Members	Ayes	Noes	Abstain	Absent
Owen Davis	X			
Raynette Gregory		X		
Rod Smiley		X		
Anthony Kalvans		X		
Berkley Baker				X

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Table to a future meeting

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			
Berkley Baker				X

**Reconvene to the San Miguel Community Services District Board of Directors:**

At: 8:11 P.M.

**12. Board Comment:**

Director Kalvans request a letter of support for District Fire Code 01-2023 Residential Photovoltaic inspections. Second by Director Smiley

Director Davis asked to have a letter sent Paul Gosling at DWR and San Luis Obispo LAFCo about the letting EPC sit on the PBCC, and how it is illegal to seat EPC. Second by Director Smiley

Director Kalvans requested to have the Board review the new SOI/MSR. General Manager Kelly Dodds explained that the Admin Draft will be sent back to LAFCo and then we can bring it for review at the September Meeting.

Director Kalvans asked to have a Resolution for Mayor Martin to express our condolences for his passing. Fire Chief Young reminded the Board that Retired San Luis Obispo County Board District 1 Supervisor Harry Ovitt passed also. Second by Director Gregory

Director Kalvans asked to have a Resolution for Retired San Luis Obispo County Board District 1 Supervisor Harry Ovitt to express our condolences for his passing. Second by Director Gregory

Director Kalvans asked to discuss having a Ad-Hoc Committee for Area Planning Commission and for County Relations. Second by Director Smiley

Director Kalvans spoke about having a Voting Standard for Protest in the future. Second by Director Smiley.

**13. Adjourn to Closed Session/Closed Session Agenda:**

**Public Comment:** None

Adjourn to Closed Session at: 8:22 P.M.

1.

**Public Employee Performance Evaluation (Gov. Code, § 54957(b)(1)) Title: Fire Chief**

Discussion

2.

**Conference with Legal Counsel- Anticipated Litigation**

**Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of section 54956.9: One (1) matter**

Direction to staff.

**14. Report out of Closed Session:**

Nothing to Report

**15. Adjournment to Next Regular Meeting:**

At: 9:14 P.M

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.2**

**SUBJECT:** Resolution recognizing the passing of San Luis Obispo County District One Supervisor Harry Ovitt.

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**SUGGESTED ACTION:** Approve Resolution 2023-38

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**DISCUSSION:**

None

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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Resolution 2023-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT RECOGNIZING AND HONORING HARRY OVITT FOR OVER THIRTY YEARS OF DEDICATED SERVICE

WHEREAS, Harry Ovitt lived a life of service starting in his youth as an Eagle Scout, and served in the Navy; and

WHEREAS, Harry Ovitt was elected to the Paso Robles City Council in 1978 and served for eleven years; and

WHEREAS, Harry Ovitt was elected to the San Luis Obispo County Board of Supervisors in 1989 and served for twenty years as District One Supervisor with the slogan of "Vote for Ovitt if you like steak, not Sushi"; and

WHEREAS, Harry Ovitt honored the position of Paso City Council and District One Supervisor by being dedicated to the prosperity of San Luis Obispo County; and

WHEREAS, Harry Ovitt demonstrated his commitment and dedication to San Luis Obispo County; through his knowledge, experience and service to many projects, facilities and professional organizations throughout the County; and

WHEREAS, Harry Ovitt was instrumental in consolidating the San Miguel Sanitary District, San Miguel Fire Protection District, County Waterworks District No. 1 and the San Miguel Lighting District and appointing the founding Directors of the San Miguel Community Services District January 2000 formation; and

WHEREAS, As the District One Supervisor Harry Ovitt's significant contribution instituted San Miguel's new District community infrastructure, creating a unified body of Directors, and condensed the multiple District's administrative services.

WHEREAS, the void of Harry Ovitt's passing leaves behind colleagues, citizens, friends, and family throughout the County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District does hereby recognize Harry Ovitt and his dedicated service to the entire County San Luis Obispo.

On the Motion of Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, and on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed and adopted on the 28<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Rod Smiley, President

\_\_\_\_\_  
Raynette Gregory, Vice President

\_\_\_\_\_  
Anthony Kalvans, Director

\_\_\_\_\_  
Owen Davis, Director

\_\_\_\_\_  
Berkley Baker, Director

ATTEST:

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Scott Young, Fire Chief

\_\_\_\_\_  
Tamara Parent, Board Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas L. White, District General Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.3**

**SUBJECT:** Resolution recognizing the passing of Paso Robles City Mayor Steven Martin.

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**SUGGESTED ACTION:** Approve Resolution 2023-39

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**DISCUSSION:**

None

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Kelly Dodds

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Resolution 2023-39

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT RECOGNIZING AND HONORING STEVEN MARTIN FOR OVER TWENTY-SEVEN YEARS OF DEDICATED SERVICE

WHEREAS, Steven Martin was elected as the City of Paso Robles Mayor in 1988 to 1990 and from 2014 to 2023 serving for eleven years; and

WHEREAS, Steven Martin was elected to the Paso Robles City Council in 1987 to 1996 and from 2012 to 2023 serving for over twenty years; and

WHEREAS, Steven Martin honored the position of Mayor and Paso Robles City Council Member by being involved in all aspects of the community; and

WHEREAS, Steven Martin demonstrated his commitment and dedication through his knowledge and experience and has provided leadership and service for many city wide projects and organizations; and

WHEREAS, the void of Steven Martin passing leaves behind colleagues, citizens, friends and family throughout the County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District does hereby recognize Steven Martin and his dedicated service to the City of Paso Robles and the entire San Luis Obispo community.

On the Motion of Director \_\_\_\_\_, Seconded by Director \_\_\_\_\_, and on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed and adopted on the 28<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Rod Smiley, President

\_\_\_\_\_  
Raynette Gregory, Vice President

\_\_\_\_\_  
Anthony Kalvans, Director

\_\_\_\_\_  
Owen Davis, Director

\_\_\_\_\_  
Berkley Baker, Director

ATTEST:

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Scott Young, Fire Chief

\_\_\_\_\_  
Tamara Parent, Board Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Douglas L. White, District General Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.4**

**SUBJECT:** Designation of Applicant's Agent Resolution - FEMA (Dodds)

---

**SUGGESTED ACTION:** Approve RESOLUTION 2023-41 designating the General Manager and Fire Chief as the Applicant's Agent for receipt of FEMA funding.

---

**DISCUSSION:**

On a three year cycle or as District changes positions FEMA requires all Non-State Agencies approve and file a Designation of Applicants Agent. This resolution designated positions as authorized agents, in this case it is authorizing the General Manager and Fire Chief. If the person holding those positions changes it does not require changing this form.

Once approved the resolution and associated forms will be submitted to FEMA.

---

**FISCAL IMPACT:**

No additional expense related to this approval. This is resolution (2023-41) is to enable the District to receive funds from FEMA.

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PREPARED BY: Kelly Dodds

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Cal OES ID No: \_\_\_\_\_

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_  
 (Governing Body) (Name of Applicant)

THAT \_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_, OR  
 (Title of Authorized Agent)

\_\_\_\_\_  
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the \_\_\_\_\_,  
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the \_\_\_\_\_, a public entity established under the  
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



**Please check the appropriate box below**

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): \_\_\_\_\_

Passed and approved this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

\_\_\_\_\_  
 (Name and Title of Governing Body Representative)

**CERTIFICATION**

I, \_\_\_\_\_, duly appointed and \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_, do hereby certify that the above is a true and  
 (Name of Applicant)

correct copy of a resolution passed and approved by the \_\_\_\_\_  
 (Governing Body)

of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
 (Name of Applicant)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Title)



### Cal OES Form 130 Instructions

**A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.**

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

#### **Resolution Section:**

**Governing Body:** This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

**Name of Applicant:** The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

**Authorized Agent:** These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



**Checking Universal or Disaster-Specific Box:** A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

**Governing Body Representative:** These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

**Certification Section:**

**Name and Title:** This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.5**

**SUBJECT:** Designation of equipment as surplus

---

**SUGGESTED ACTION:** Approve RESOLUTION 2023-42 designating listed property as surplus and authorize the General Manager and Fire Chief to dispose of that property in accordance with the District's Surplus Equipment policy.

---

**DISCUSSION:**

In accord with the District's Surplus Equipment policy the Board must identify District property as surplus in order for it to be disposed of. The equipment and materials listed below have been deemed by department heads, General Manager and Fire Chief as; no longer necessary for the operation of the District, or through mileage exceeds replacement policy standards.

- 40hp/460v/3ph surface well motor - removed from well 3
  - 2004 Ford F150 Fire Utility Truck (U8630)
  - 2010 Ford F150 Fire Command Truck (C8601)
  - Bendix King Legacy Handheld Fire Radios (BK)
- 

**FISCAL IMPACT:**

Proceeds from the sale of Surplus District property will be accounted for under the department(s) which originally held the property.

---

PREPARED BY: Kelly Dodds

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**RESOLUTION NO. 2023-42**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT DESIGNATING SPECIFIC EQUIPMENT AND MATERIALS AS SURPLUS AND AUTHORIZING THE GENERAL MANAGER AND FIRE CHIEF TO DISPOSE OF THE SPECIFIC EQUIPMENT AND MATERIALS IN ACCORDANCE WITH DISTRICT POLICY.**

**WHEREAS**, the San Miguel Community Services District (“District”) has equipment and materials that are no longer necessary for the operation of the District or exceed the mileage for replacement as stated in the vehicle replacement policy; and

**WHEREAS**, the equipment and materials to be designated as surplus are as follows:

- 40hp/ 460v/3ph Surface well motor (Fund 50)
- 2004 Ford F150 Fire Utility Truck (E8630- Fund 20)
- 2010 Ford F150 Fire Command Truck (C8601- Fund 20)
- Bendix King Legacy Handheld Fire Radios (Fund 20)

**WHEREAS**, the San Miguel Community Services District Board of Directors (“Board”) finds that the listed equipment are no longer necessary for the operation of the District and authorizes the General Manager to dispose of the listed equipment in accordance with District Policy; and

**NOW THEREFORE, BE IT RESOLVED**, the Board does hereby resolve, determine, and order as follows:

1. The Board designates the listed equipment as surplus.
2. The Board authorizes the General Manager and Fire Chief to dispose of the designated equipment in accordance with District Policy
3. Any proceeds from the sale of any equipment or materials will be credited back to the department(s) which held the equipment or materials.

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 28<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel



**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.6**

**SUBJECT:** Letter of Support for Fire, Life, & Safety plan review of residential photovoltaic system projects. (Young)

---

**SUGGESTED ACTION:** Review and endorse a letter of support to the County Board of Supervisors.

---

**DISCUSSION:**

At the August 24, 2023, Regular Board Meeting the Board agreed to sign a letter of support to the County Board of Supervisors regarding the Fire Departments request to have the County Planning & Building Department forward Residential Photovoltaic systems to San Miguel Fire for a Fire, Life, & Safety Plan Review as described within Local Ordinance 01-2023 completing the ratification process.

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**FISCAL IMPACT:**

None

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PREPARED BY: Scott Young

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## Board of Directors

### President

Rod Smiley

### Vice President

Raynette Gregory

### Board Members

Anthony Kalvans

Owen Davis

Berkley Baker

### Fire Chief

Scott Young

## Mission Statement

Committed to serving the community with effectiveness, efficiency, and care to support the economic and social quality of life in San Miguel

**Proudly serving  
San Miguel with  
Fire Protection  
Since 1888**

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

Tel. 805-467-3388  
Fax 805-467-9212

September 28, 2023

San Luis Obispo County Board of Supervisors  
1055 Monterey Street  
San Luis Obispo, CA. 93408

Dear Esteemed Supervisors,

The San Miguel Community Services District Board of Directors supports the District Fire Chief's request for ratification by the San Luis Obispo Board of Supervisors of the Districts 2022 Code Adoption as detailed within San Miguel Community Services District Ordinance 01-2023 formally adopting the 2022 California Fire Code, 2022 California Building Code related reference sections, and Local Ordinance 01-2023 detailing requirements for Fire, Life, and Safety standards within the District.

The request for ratification has met resistance within the County Planning and Building Department by not accepting the request for residential photovoltaic system review by the District Fire Department based on statements made that they do not have a mechanism in place to forward residential photovoltaic systems to the District for review. However, County Staff is required and does forward commercial photovoltaic to the District for review and approval.

The District believes that the requirement for review of residential systems prior to installation is vital for Firefighter safety. Photovoltaic systems are complex in nature and pose many hazards during fireground operations. These systems are increasing in complexity by the addition of components such as battery storage power walls and backup generators onto the systems. These supplemental backup devices typically are installed directly adjacent to the home's main electrical service which tend to be located within close proximity the property lines, fences, and along walkways that may impede firefighter access or potentially restrict access the structure's electrical service.

In conclusion, the San Miguel Community Services District Board of Directors supports the request of the San Miguel Fire Department to receive documentation for residential photovoltaic systems and urges the County Board of Supervisors to assist in the approval and ratification of Local Ordinance 01-2023.

Sincerely,

Rod Smiley  
San Miguel Community Services Board President

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**September 28, 2023**

**AGENDA ITEM: 9.7**

**SUBJECT:** Cost Recovery Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department (Young)

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**SUGGESTED ACTION:** Approve Resolution 2023-45 authorizing the Fire Chief to enter into an Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department for cost recovery services.

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**DISCUSSION:**

Fire Recovery USA, LLC provides cost recovery services at no charge to the San Miguel Fire Department unless the Department fails to meet the minimum of 6 billable incidents annually. The annual fee for not meeting the 6 billable incident minimum is \$250.00.

Fire Recovery USA, LLC collects a fee of 22% of any cost recovered via their services and there is a \$500.00 startup fee.

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**FISCAL IMPACT:**

Approval of this resolution will have a positive impact on the Fire Departments Operational budget and or Operational Reserve.

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PREPARED BY: Scott Young

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[info@firerecoveryusa.com](mailto:info@firerecoveryusa.com)

[www.firerecoveryusa.com](http://www.firerecoveryusa.com)

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RATE

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**Fire Recovery USA** will help you increase your revenue and collection percentages by providing complete accounts receivable billing, processing, recording, and ultimately payments to you. We offer complete transparency, real time 24/7 reporting and the highest customer satisfaction rate in the industry. You do the inspections; we do the rest.

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- ✓ Two way API integration with Streamline Inspections



**EXHIBIT A**  
**MITIGATION RATES**  
**BASED ON PER HOUR**

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

**MOTOR VEHICLE INCIDENTS**

**Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

**Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**Level 3 – CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

**ADD-ON SERVICES:**

**Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

**Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.



## HAZMAT

### Level 1 - \$943.00

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### Level 2 - \$3,369.00

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### Level 3 – \$7,953.00

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## FIRES

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## ILLEGAL FIRES

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or



persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$337 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

### **MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of **August 29<sup>th</sup>**, 2023 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **San Miguel Community Services District** (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

### RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

### ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the “List of Company Services” attached hereto as Schedule “A” and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company’s sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers’ Compensation: Company agrees to provide workers’ compensation insurance for Company and Company’s employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company’s employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

## **ARTICLE 5 COMPENSATION OF COMPANY**

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the “List of Company Services,” attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company’s duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client’s jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

## **ARTICLE 7 CLIENT AUTHORIZATION**

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT**

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

## **ARTICLE 9 PROPRIETARY RIGHTS**

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

## **ARTICLE 10 INDEMNIFICATION**

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all willful misconduct or negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11  
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC  
2271 Lava Ridge Court, Suite 120  
Roseville CA 95661  
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC  
9915 Mira Mesa Boulevard, Suite 130  
San Diego, CA 92131  
Attention: Chris Popov, Esq.

If to Client to:

San Miguel Community Services District  
1150 Mission St.  
San Miguel, CA 93451

with a copy to:

White Brenner LLP  
1414 K Street, 3rd Floor  
Sacramento, CA 95814  
Attention: Douglas L. White, Esq.

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous



understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar services to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

*Signatures on following page:*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**COMPANY:**

**FIRE RECOVERY USA, LLC.**  
**a California limited liability company**

Signature: \_\_\_\_\_

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

Signature: \_\_\_\_\_

Name (printed): Scott Young

Title: Fire Chief

## **SCHEDULE A**

### **LIST OF COMPANY SERVICES**

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

## EXHIBIT A

### MITIGATION RATES

#### BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

#### MOTOR VEHICLE INCIDENTS

##### **Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## HAZMAT

### Level 1 - \$943.00

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### Level 2 - \$3,369.00

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### Level 3 – \$7,953.00

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## FIRES

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## ILLEGAL FIRES

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to

respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common “billing level”. This occurs almost every time the fire department responds to a water incident.

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

**CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$337 per hour.**

**MISCELLANEOUS / ADDITIONAL TIME ON-SCENE****ADDITIONAL TIME ON-SCENE** (for all levels of service)

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

**MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

**RESOLUTION NO. 2023-45**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
ESTABLISHING AND IMPLEMENTING A PROGRAM TO  
CHARGE MITIGATION RATES FOR THE DEPLOYMENT  
OF EMERGENCY AND NON-EMERGENCY SERVICES BY  
THE SAN MIGUEL FIRE DEPARTMENT FOR SERVICES  
PROVIDED/RENDERED BY/FOR THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT.**

**WHEREAS**, San Miguel Community Services District (“District”) does not currently have established fee charges for cost recovery services provided by the District Fire Department, such as (“mitigation rates”); and

**WHEREAS**, the emergency services response activity to incidents continues to increase each year, creating additional demands on all operational aspects of the fire department services; and

**WHEREAS**, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

**WHEREAS**, the Board of the San Miguel Community Services District desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines.

**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. The San Miguel Community Services District shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in “EXHIBIT A”. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in “EXHIBIT A”, which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.
2. A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.



3. The fire department's Board may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.
4. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in open meetings of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Resolutions of the Board.
5. This resolution shall take effect at the date of adoption.
6. The Mitigation Rates lists in Exhibit A will increase by 7.1% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

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 28th day of September 2023.

\_\_\_\_\_  
Scott Young, Fire Chief

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Tamara Parent Board Clerk

\_\_\_\_\_  
Douglas L. White, District General Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 9.8**

**SUBJECT:** Regional Biosolid Cooperative (Dodds)

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**SUGGESTED ACTION:** Authorize the General Manager to sign the proposed Memorandum of Understanding (MOU) for Regional Biosolids Cooperative

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**DISCUSSION:**

The attached DRAFT MOU for a Regional Biosolid Cooperative will confirm our District's intent to participate and move forward as part of the larger group of local public agencies to determine the best path forward for sustainable biosolids management in this region.

Previously, at the May 9th Board meeting direction was given to staff to commit to participating in the regional effort for which 14 other agencies also committed.

The MOU does not bind the District Legally or Financially, other than dedicating staff time, but is the first formal step to move forward as a cooperative and will be built upon as things progress.

As a draft, minor changes may be made to the proposed MOU. However, authority will be granted to the General Manager to sign the final version so long as the General Manager and Legal Counsel determine that its effect is substantially the same.

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**FISCAL IMPACT:**

The proposed MOU does not obligate any District funds aside from already budgeted funds.

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PREPARED BY: Kelly Dodds

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## **Memorandum of Understanding for Central Coast Regional Biosolids Cooperative**

This Memorandum of Understanding (“MOU”), effective as of the last date signed below, is by and among the following government entities in the Central Coast region of California: City of San Luis Obispo, City of Paso Robles, City of Santa Maria, City of Atascadero, San Luis Obispo County Public Works Department, City of Morro Bay, Cayucos Sanitary District, South San Luis Obispo County Sanitation District, Avila Beach Community Services District, San Miguelito Mutual Water Company, Templeton Community Services District, San Miguel Community Services District, Cambria Community Services District, City of Pismo Beach, and the City of Santa Barbara. These agencies are individually referred to herein as a “Party,” and collectively as “Parties”.

Whereas, all the Parties operate wastewater treatment systems that generate biosolids. The volume of biosolids each Party generates varies, depending on the size and type of its wastewater system (e.g., ponds systems vs. mechanical treatment processes), but all Parties have a similar need to properly dispose biosolids.

Whereas, biosolids contain pollutants and are closely regulated by the State of California (Central Coast Regional Water Quality Control Board) and U.S. Environmental Protection Agency. The County of San Luis Obispo has a moratorium on land application of biosolids. Landfill regulations recently changed and biosolids may no longer be disposed in landfills. Due to a lack of local disposal options, most Parties haul their biosolids to facilities in Santa Maria or Kern County, where it is mixed with other organic waste streams and composted, then applied to land.

Whereas, the State of California recently required most Parties to test their biosolids for polyfluorinated alkyl substances (PFAS), which are commonly referred to as “forever chemicals” due to their resistance to degradation in the environment. PFAS have been widely used in common household and personal care products for many years. In general, all Parties have low levels of various PFAS species in their biosolids.

Whereas, composting does not break down PFAS, because very high temperatures are required to break the strong carbon-fluorine bonds in PFAS. Consequently, compost derived from biosolids contains PFAS. Compost also contains micro-plastics, which is an emerging concern for local farmers. Existing biosolids receiving facilities do not have plans to address these issues, and rather, are counting on classification as PFAS passive receivers in order to be exempt from liability, which is uncertain.

Whereas, in 2021, representatives of the Cities of Paso Robles and San Luis Obispo began to collectively explore ways to advance the processing of their biosolids and eliminate potential future liabilities associated with PFAS. They discovered new technologies are available, such as high-temperature pyrolysis, which are capable of

eliminating PFAS in biosolids and converting biosolids into valuable products such as biochar. These technologies would be very expensive for any individual Party to install and operate, but may be cost-effective if all wastewater agencies in the region pool their biosolids waste streams and process it all at one regional facility.

In 2022 and 2023, the Parties convened a series of workshops, conducted by a professional facilitator, to explore interest in a regional biosolids cooperative. The Parties learned:

- a. Most of the communities between northern San Luis Obispo County and northern Santa Barbara County already cooperate on a variety of common areas of interest, including water and solid waste management;
- b. Pending regulatory changes at the State and Federal level could lead to a prohibition of land application of biosolids or compost derived from biosolids;
- c. Cooperating would enable a facility to be large enough that it would be economical to install advanced processing equipment;
- d. A local facility would reduce out-of-county truck trips, thus help control long-term costs and reduce greenhouse gas emissions;
- e. Advanced processing would greatly reduce the volume of biosolids and convert the material into valuable products such as renewable natural gas and biochar. These products may be sold to markets and the revenue may be used to offset the cost of an advanced processing facility;
- f. Cooperating increases the likelihood that private enterprises will participate in establishing a new facility, by ensuring the facility receives enough feedstock to justify a large expenditure for advanced equipment;
- g. Several regional biosolids cooperatives are presently forming throughout California;
- h. State Senate Bill (SB) 1383 has created demand for new facilities that divert organic waste streams from landfills and process it into valuable products such as renewable natural gas;
- i. Grant funding is available from the State of California for establishment of new organic waste processing facilities;
- j. There may be potential to further improve the economics of a regional facility by making it large enough to receive and process all organic waste streams, including green waste collected by waste haulers, spoiled packaged food waste, agricultural waste, etc.; and
- k. Additional work is needed, such as evaluating available technologies, visiting model facilities in other areas, and soliciting proposals from professional engineering firms to help with project delivery.

In May and June 2023, representatives of the Parties each stated informally their commitment to participate in a cooperative with the purpose of establishing a regional facility capable of advanced processing of biosolids. The purpose of this MOU is to formalize that commitment and clarify how the Parties will participate.

**NOW, THEREFORE, the Parties do hereby agree as follows:**

- a. The Parties will support further efforts to plan a regional advanced biosolids processing facility by allowing appropriate staff to participate in any future workshops and providing any non-confidential information about their biosolids reasonably requested.
- b. Parties will, in each Party's reasonable discretion, cooperate on applications to the State and Federal government for grant funding. For example, if any one Party takes the lead on a grant application, the other Parties agree to provide information and timely letters of support as needed.
- c. Grant programs often require "matching funds" in the form of "in-kind" or "cost share," which can be fulfilled by staff time spent working on the funded project. If necessary, Parties agree to the extent reasonably feasible to track and report their staff time spent on the grant-funded activity.
- d. The Parties will endeavor to establish a regional facility that receives and processes biosolids for a fee that is no greater than the average cost of what all Parties are currently paying (e.g., \$70 per ton) for biosolids hauling and disposal. However, the Parties acknowledge that current costs are projected to rise and will take that into consideration when evaluating the cost of a new regional facility. The Parties will also consider the many other less quantifiable benefits of a new regional facility, such as environmental improvements (e.g., reduction of greenhouse gas emissions) and reduction of liabilities associated with pollutants such as PFAS.
- e. Many private entities are well-equipped to efficiently deliver advanced biosolids processing facilities. The Parties or a Party may solicit proposals from private entities to design, build, operate, and finance a new regional advanced biosolids processing facility. This MOU is intended to signal to such private entities that the Parties will commit to supporting the facility by entering into long-term agreements to deliver their biosolids.
- f. This MOU does not include any financial obligations for the Parties other than staff time at this time. However, this MOU may be amended from time-to-time, as needed, to address the evolving needs of the Parties as they explore establishing a regional facility. For example, if funding is needed for planning, siting, or environmental permitting, the Parties may decide to share the costs.
- g. This MOU shall not be changed or amended except upon written consent of the Parties.
- h. This MOU is not intended to and does not create any legally binding obligations, rights or remedies between the Parties. This MOU reflects the good-faith intention of the Parties to cooperate in the manner set forth herein, while recognizing that no Party shall be bound to any action as a result of this MOU.

- i. Each Party represents that each such Party signing this MOU has been duly authorized by that entity to execute this Memorandum of Understanding on its behalf.
- j. Any Party may withdraw from this MOU at any time for any reason. However, the Parties will use best efforts to provide not less than 60 days' notice of a Party's intent to withdraw.
- k. This MOU may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.
- l. Each Party agrees and acknowledges that this MOU does not commit any agency to take any action, expend any funds or commit to any specific project. Any future facility will be subject to review pursuant to the California Environmental Quality Act.
- m. This MOU shall become effective on the last date set forth below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Aaron Floyd  
 Utilities Director  
 City of San Luis Obispo

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Christopher Alakel  
 Utilities Director  
 City of Paso Robles

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Shad Springer  
 Utilities Director  
 City of Santa Maria

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Nick DeBar  
 Public Works Director  
 City of Atascadero

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Diodati  
Public Works Director  
County of San Luis Obispo

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Greg Kwolek  
Public Works Director  
City of Morro Bay

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rick Koon  
District Manager  
Cayucos Sanitary District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeremy Ghent  
District Administrator  
South San Luis Obispo County Sanitation District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brad Hagemann  
General Manager  
Avila Beach Community Services District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dwayne Chisam  
General Manager  
San Miguelito Mutual Water Company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Britz  
General Manager  
Templeton Community Services District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kelly Dodds  
General Manager  
San Miguel Community Services District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matthew McElhenie  
General Manager  
Cambria Community Services District

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ben Fine  
Public Works Director  
City of Pismo Beach

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Clifford Maurer  
Public Works Director  
City of Santa Barbara

**END OF DOCUMENT**



**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.1**

**SUBJECT:** Financial Reports - August 2023 (Hido)

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**SUGGESTED ACTION:**

Please *Review* the August 2023 SMCSD Financial Reports.

After the SMCSD Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals.

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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PREPARED BY: Michelle Hido

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# San Miguel Community Services District AUGUST 2023 Financial Report

August 19<sup>th</sup>, 2023

**BOARD ACTION:** Review the enumeration of Financial Reports for August 2023

**AUGUST 2023 Revenue:** \$214,853.01

Sales Revenue 92.2%, Property Taxes 0.0%, Franchise Fees 2.0%, Other 5.8%

**AUGUST 2023 Expenses:** \$413,676.37

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## **FIRE DEPT PROJECTS:**

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

AUGUST costs: \$0

Project costs to date: \$7,944.34 (40% spent)

Status: In Process

Fire Temporary Housing Unit

AUGUST costs: WSC Engineering - \$90.00 *Note:* Escrow reimbursement check applied \$10,784.84

Resolution 2022-21, 22: Budget: \$274,378.95 Escrow amount used: \$127,898.58 (46.61% spent)

Costs not paid through Escrow to date: \$4,710.44

Status: In Process

Total THU Project costs to date: \$132,609.02

Fire Station Remodel- Budget: none

AUGUST costs: \$0

Project costs to date: \$3,545.34

Status: In Process

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

AUGUST costs: \$0

Project costs to date: \$44,546.63 (95.8% spent)

Status: Completed

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## **UTILITY DEPT PROJECTS:**

WWTF Expansion Resolution 2021-20, 32, 2022-43, 2023-21- by SWRCB Order June 2018

AUGUST costs: WSC, Quest Planning – Permit, Engineering \$6,618.60

Project costs to date: \$894,732.26

Status: In Process

WWTF Resolution 2021-33,34, 2023-21: MBR- Budget: \$287,590.58/\$8,309,288.94

AUGUST costs: FRM Design Progress – \$165,281.55

Project costs to date: \$333,247.20 (116% spent)

Status: In Process

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

AUGUST costs: \$0

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

Status: In Process

**San Miguel Community Services District  
AUGUST 2023 Financial Report**

WWTF Resolution 2022-66: SLT Tank & Booster Pump Grant- Budget: \$22,960.00

Project costs to date: \$22,926.26 (99.9% spent)

Status: Completed

WWTF Resolution 2022-67: Recycled Water Pipeline- Budget: \$217,355.00

AUGUST costs: WSC Engineering – \$1,587.00

Project costs to date: \$20,113.75 (9% spent)

Status: In Process

WWTF Resolution 2022-64: 0.65M Tank Inspection & Coating Repair- Budget: \$67,660.00

AUGUST costs: Advantage Technical Services – \$32,970.00

Project costs to date: \$44,330.00 (66% spent)

Status: In Process

**LEGAL SERVICES**

**2023/24 LEGAL EXPENSES TO DATE:**

JUNE & JULY 2023 Legal bills:

BOARD MEETINGS:	\$ 7,080.00
CSD BOARD REQUESTS:	\$ 612.00
FIRE:	\$ 108.00
GENERAL CSD/ADMIN:	\$ 8,014.00
GENERAL HR AND HR CONTRACTS:	\$ 5,962.80
HR INVESTIGATION/ARBITRATION:	\$ -
PUBLIC RECORDS REQUESTS:	\$ 18.00
SEWER:	\$ 1,428.40
SOLID WASTE:	\$ 1,764.00
WATER:	\$ 1,458.30

**TOP 5 GENERAL OPERATING EXPENSES (at the time of this report):**

- SLO County Fire \$14,936.04 – 23/24 Dispatch Agreement
- Bartle Wells Assoc \$14,465.00 – Water Rate Study- June & July hours
- Black Mountain Software \$10,353.00 – 23/24 Software Support/Service
- CIO Solutions \$6,805.20 – July & August IT Support
- Moss, Levy & Hartzheim \$5,000.00 – 22/23 Audit payment

**MONTHLY RECURRING EXPENSES (at the time of this report):**

CalPERS (Employer costs only)	\$11,220.81
PG&E (Facilities & Lighting)	\$18,334.41
US Bank SMCSD Credit Cards	\$1,368.75
WEX Bank SMCSD District Vehicle Fuel	\$1,320.51

The information provided is current as of the time of this report.

**San Miguel Community Services District  
AUGUST 2023 Financial Report**

**RECOMMENDATION:**

Please Review the August 2023 SMCSD Financial Reports.

After the 2022/23 SMCSD Audit is completed, all adjusting journal entries are processed, and the 2022/23 FY is closed- all Financial Reports that were presented for Review only will be finalized and presented to the Board for Receive and File approvals.

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**PREPARED BY:**

Michelle Hido, Financial Officer

**REVIEWED BY:**

Kelly Dodds, General Manager

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9478	20398S	639 ACCURATE MAILING SERVICE	1,112.30						
	SMCSD PROP 218	RATE INCREASE REPRINT							
1	15632	08/04/23 REPRINT PROP 218 WATER RATE IN	1,112.30*			50 65000	432		10200
		<b>Total for Vendor:</b>	<b>1,112.30</b>						
9553	20430S	694 ADVANTAGE TECHNICAL SERVICES,	32,970.00						
1	10087	08/24/23 TECH SPEC 0.65MG RES2022-64	32,970.00			50 65000	962	22012	10200
		<b>Total for Vendor:</b>	<b>32,970.00</b>						
9496	20399S	689 AMAZON CAPITOL SERVICES	102.05						
	1HJM-JWW6-GLK3								
1	JWW6-GLK3	08/01/23 PLEATED AIR FILTER	5.10			30 63000	305		10200
2	JWW6-GLK3	08/01/23 PLEATED AIR FILTER	45.93			40 64000	305		10200
3	JWW6-GLK3	08/01/23 PLEATED AIR FILTER	45.92			50 65000	305		10200
4	JWW6-GLK3	08/01/23 PLEATED AIR FILTER	5.10			60 66000	305		10200
		<b>Total for Vendor:</b>	<b>102.05</b>						
9490	20400S	743 API ATLAS PERFORMANCE	2,200.00						
1	RI142238	08/06/23 AUG CSD OFFICE TRAILER RENTA	110.00			30 63000	949		10200
2	RI142238	08/06/23 AUG CSD OFFICE TRAILER RENTA	990.00			40 64000	949		10200
3	RI142238	08/06/23 AUG CSD OFFICE TRAILER RENTA	990.00			50 65000	949		10200
4	RI142238	08/06/23 AUG CSD OFFICE TRAILER RENTA	110.00			60 66000	949		10200
		<b>Total for Vendor:</b>	<b>2,200.00</b>						
9505	-99130E	714 AT&T MOBILITY	95.65						
	FIRE CELL PHONES								
1	08102023	08/02/23 JUNE FIRE CELL PHONE - ROBER	50.34			20 62000	465		10200
2	08102023	08/02/23 JUNE FIRE CELL PHONE - YOUNG	45.31			20 62000	465		10200
		<b>Total for Vendor:</b>	<b>95.65</b>						
9503	20414S	548 BARTLE WELLS ASSOCIATES	5,615.00						
	2022 Rate Study	RES 2022-37							
2	565B-1010	08/17/23 RATE STUDY 2022-37 JULY HRS	5,615.00*			50 65000	432	22005	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9522	20414S	548 BARTLE WELLS ASSOCIATES	8,850.00						
2022 Rate Study RES 2022-37									
2	565B-1009	08/09/23 RATE STUDY 2022-37 JUNE HRS	8,850.00*			50 65000	432	22005	10200
<b>Total for Vendor:</b>			<b>14,465.00</b>						
9520	20415S	33 BLACK MOUNTAIN SOFTWARE	10,103.00						
Annual Maintenances Cloud, Accounting, Budget Prep., Permitting, CR, UB, SO, ACH, BILL EMAILS,									
PAYROLL									
2023/2024									
1	29457	08/01/23 23/24 CSD SERVICE/SUPPORT	2,471.82			20 62000	334		10200
2	29457	08/01/23 23/24 CSD SERVICE/SUPPORT	232.95			30 63000	334		10200
3	29457	08/01/23 23/24 CSD SERVICE/SUPPORT	3,629.23			40 64000	334		10200
4	29457	08/01/23 23/24 CSD SERVICE/SUPPORT	3,582.64			50 65000	334		10200
5	29457	08/01/23 23/24 CSD SERVICE/SUPPORT	186.36			60 66000	334		10200
9521	20415S	33 BLACK MOUNTAIN SOFTWARE	250.00						
TIME CLOCK INTERFACE SUPPORT									
2023/2024									
1	29483	08/09/23 23/24 TIME CLOCK INTERFACE SUP	12.50*			30 63000	101		10200
2	29483	08/09/23 23/24 TIME CLOCK INTERFACE SUP	112.50*			40 64000	101		10200
3	29483	08/09/23 23/24 TIME CLOCK INTERFACE SUP	112.50*			50 65000	101		10200
4	29483	08/09/23 23/24 TIME CLOCK INTERFACE SUP	12.50*			60 66000	101		10200
<b>Total for Vendor:</b>			<b>10,353.00</b>						
9518	20416S	573 BURT INDUSTRIAL SUPPLY	48.25						
1	127968	08/03/23 CAUTION TAPE	15.49			40 64000	305		10200
2	127968	08/03/23 CAUTION TAPE	15.50			50 65000	305		10200
3	127968	08/03/23 FAST-LOK CLAMP & HOSE LABOR	17.26			40 64000	351		10200
<b>Total for Vendor:</b>			<b>48.25</b>						
9555	-99122E	416 CALPERS	700.00						
Fees for GASB-68 1900 Reports & Schedules									
Customer ID: 5069981886									
1	17250385	08/07/23 GASB-68 1900 Fees 2022/23	153.00			20 62000	325		10250
2	17250385	08/07/23 GASB-68 1900 Fees 2022/23	11.75			30 63000	325		10250

\* ... Over spent expenditure

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3	17250385	08/07/23 GASB-68 1900 Fees 2022/23	198.50			40 64000	325		10250
4	17250385	08/07/23 GASB-68 1900 Fees 2022/23	325.25			50 65000	325		10250
5	17250385	08/07/23 GASB-68 1900 Fees 2022/23	11.50			60 66000	325		10250
<b>Total for Vendor:</b>			<b>700.00</b>						
9475 -99139E 67 CHARTER COMMUNICATIONS			648.98						
Acct# 212691601 Spectrum Enterprise Internet									
Service 8/01/23 - 8/30/23									
1	08/01/23	AUG INTERNET LIFT STATION	119.98			40 64000	375		10200
2	08/01/23	AUG WWTF FIBER	10.58			30 63000	375		10200
3	08/01/23	AUG WWTF FIBER	253.92			40 64000	375		10200
4	08/01/23	AUG WWTF FIBER	253.92			50 65000	375		10200
5	08/01/23	AUG WWTF FIBER	10.58			60 66000	375		10200
9550 -99124E 67 CHARTER COMMUNICATIONS			129.98						
Acct# 8245 10 105 0027311 Spectrum Business Internet/Voice									
Service 8/11/23 - 9/10/23									
1	7311081123	08/11/23 AUG Internet/Voice FIRE	129.98			20 62000	375		10200
<b>Total for Vendor:</b>			<b>778.96</b>						
9499 -99133E 712 CIO SOLUTIONS			3,402.60						
1	103377-123	07/12/23 JULY IT SUPPORT	816.00			20 62000	321		10200
2	103377-123	07/12/23 JULY IT SUPPORT	85.00			30 63000	321		10200
3	103377-123	07/12/23 JULY IT SUPPORT	1,226.60			40 64000	321		10200
4	103377-123	07/12/23 JULY IT SUPPORT	1,207.00			50 65000	321		10200
5	103377-123	07/12/23 JULY IT SUPPORT	68.00			60 66000	321		10200
9500 -99132E 712 CIO SOLUTIONS			3,402.60						
1	104030-123	08/11/23 AUG IT SUPPORT	816.00			20 62000	321		10200
2	104030-123	08/11/23 AUG IT SUPPORT	85.00			30 63000	321		10200
3	104030-123	08/11/23 AUG IT SUPPORT	1,226.60			40 64000	321		10200
4	104030-123	08/11/23 AUG IT SUPPORT	1,207.00			50 65000	321		10200
5	104030-123	08/11/23 AUG IT SUPPORT	68.00			60 66000	321		10200
<b>Total for Vendor:</b>			<b>6,805.20</b>						

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9482	20401S	429 COUNTY OF SAN LUIS OBISPO - EH	290.30						
1	IN0144528	07/28/23 CROSS CONN-REPORT WRITING	290.30			50 65000	362		10200
		<b>Total for Vendor:</b>	<b>290.30</b>						
9517	20417S	252 COUNTY OF SLO PUBLIC WORKS	894.76						
1	2938	07/31/23 MAP CHECK- PROP ACQUISITION	894.76			50 65000	961		10200
		<b>Total for Vendor:</b>	<b>894.76</b>						
9487	20402S	654 CULLIGAN WATER	49.54						
1		07/31/23 AUG WATER DELIVERY	24.77			40 64000	305		10200
2		07/31/23 AUG WATER DELIVERY	24.77			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>49.54</b>						
9526	20418S	109 FERGUSON ENTERPRISES	305.66						
1	0754755	08/15/23 AIR VLV POTABLE WTR	305.66			50 65000	353		10200
		<b>Total for Vendor:</b>	<b>305.66</b>						
9492	20403S	112 FGL - ENVIRONMENTAL ANALYTICAL	88.00						
1	382320A	07/28/23 WATER SUPPLY MONITOR	88.00			40 64000	355		10200
9493	20403S	112 FGL - ENVIRONMENTAL ANALYTICAL	123.00						
1	382258A	07/28/23 ARSENIC MONITORING METALS	123.00			50 65000	358		10200
9494	20403S	112 FGL - ENVIRONMENTAL ANALYTICAL	189.00						
1	382196A	07/28/23 WASTEWATER INFLUENT WET CHEM	189.00			40 64000	355		10200
9495	20403S	112 FGL - ENVIRONMENTAL ANALYTICAL	89.00						
1	382197A	07/28/23 WWTF LIFT STATION WET CHEM	89.00			40 64000	355		10200
9531	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	123.00						
1	382011A	06/27/23 ARSENIC MONITORING METALS	123.00			50 65000	358		10200
9532	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	123.00						
1	382365A	08/02/23 ARSENIC MONITORING METALS	123.00			50 65000	358		10200



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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9533 1	20419S 382447A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/03/23 ARSENIC MONITORING METALS	123.00 123.00			50 65000	358		10200
9534 1	20419S 382052A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 GROUNDWATER MONITORING	201.00 201.00			40 64000	355		10200
9535 1	20419S 382324A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/01/23 GROUNDWATER MONITORING	201.00 201.00			40 64000	355		10200
9536 1	20419S 382322A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/01/23 WWTF LIFT STATION WET CHEM	57.00 57.00			40 64000	355		10200
9537 1	20419S 382405A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/07/23 WWTF LIFT STATION WET CHEM	89.00 89.00			40 64000	355		10200
9538 1	20419S 382505A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/11/23 WWTF LIFT STATION WET CHEM	89.00 89.00			40 64000	355		10200
9539 1	20419S 382323A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/07/23 EFFLUENT MONITORING METALS	247.00 247.00			40 64000	355		10200
9540 1	20419S 382321A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/07/23 WASTEWATER INFLUENT WET CHEM	189.00 189.00			40 64000	355		10200
9541 1	20419S 382407A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/11/23 WASTEWATER INFLUENT WET CHEM	189.00 189.00			40 64000	355		10200
9542 1	20419S 382561A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/17/23 WELL 4 WATER QUALITY	20.00 20.00			50 65000	357		10200
9543 1	20419S 382559A	112 FGL - ENVIRONMENTAL ANALYTICAL 08/17/23 TERRACE WELL WATER QULTY META	20.00 20.00			50 65000	358		10200

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9544	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	20.00						
1	382560A	08/17/23 WELL3 WATER QUALITY	20.00			50 65000	356		10200
9545	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	65.00						
1	382406A	08/01/23 TSS & SS MONITORING	65.00			40 64000	355		10200
9546	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	65.00						
1	382503A	08/11/23 TSS & SS MONITORING	65.00			40 64000	355		10200
9547	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	368.00						
1	382562A	08/17/23 ROUTINE MONITORING	368.00			50 65000	359		10200
9548	20419S	112 FGL - ENVIRONMENTAL ANALYTICAL	230.00						
1	382563A	08/17/23 SOURCE MONITORING	76.66			50 65000	356		10200
2	382563A	08/17/23 SOURCE MONITORING	76.67			50 65000	357		10200
3	382563A	08/17/23 SOURCE MONITORING	76.67			50 65000	358		10200
<b>Total for Vendor:</b>			<b>2,908.00</b>						
9489	20404S	401 FLUID RESOURCE MANAGEMENT	165,281.55						
1	C23182	07/31/23 2022-33 DESIGN PRGRSS PYMT	165,281.55*			40 64000	950	21003	10200
<b>Total for Vendor:</b>			<b>165,281.55</b>						
9486	-99136E	308 FRONTIER COMMUNICATIONS (412-5)	64.42						
Acct #8054672818010412-5		Service from 06/22/23-07/21/23							
FS/CSD ALARM									
1	07/22/23	AUG FIRE STATION ALARM	64.42			20 62000	375		10200
<b>Total for Vendor:</b>			<b>64.42</b>						
9549	20440S	125 GREAT WESTERN ALARM	100.00						
A0702 UTILITIES EMERGENCY		Service Period: 9/2023							
1	230802242	09/01/23 SEPT Answering Service	50.00			40 64000	380		10200
2	230802242	09/01/23 SEPT Answering Service	50.00			50 65000	380		10200
<b>Total for Vendor:</b>			<b>100.00</b>						

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9488	20405S	147 JB DEWAR	1,262.19						
1	256103	07/27/23 Clear Diesel- 166.2 GAL	912.07			20 62000	485		10200
2	256103	07/27/23 Clear Diesel- 31.9 GAL	175.06			40 64000	485		10200
3	256103	07/27/23 Clear Diesel- 31.9 GAL	175.06			50 65000	485		10200
		<b>Total for Vendor:</b>	<b>1,262.19</b>						
9523	20420S	553 MOSS, LEVY & HARTZHEIM LLP	5,000.00						
		Audit 2022/23							
		\$5,000/11,385							
30/3/32/32/3									
1	I-206	07/31/23 Audit 22-23 1/4 PAYMENT	1,500.00			20 62000	323		10200
2	I-206	07/31/23 Audit 22-23 1/4 PAYMENT	150.00			30 63000	323		10200
3	I-206	07/31/23 Audit 22-23 1/4 PAYMENT	1,600.00			40 64000	323		10200
4	I-206	07/31/23 Audit 22-23 1/4 PAYMENT	1,600.00			50 65000	323		10200
5	I-206	07/31/23 Audit 22-23 1/4 PAYMENT	150.00			60 66000	323		10200
		<b>Total for Vendor:</b>	<b>5,000.00</b>						
9481	20406S	17 N. REX AWALT CORPORATION	20.33						
1	21081	08/03/23 PVC FITTINGS	20.33			30 63000	353		10200
		<b>Total for Vendor:</b>	<b>20.33</b>						
9507	20421S	701 NICK'S TELECOM	240.00						
1	7208	08/09/23 8600 RADIO & BASE UNIT REPAIRS	240.00			20 62000	470		10200
		<b>Total for Vendor:</b>	<b>240.00</b>						
9497	-99135E	208 PG&E #6480-8	1,149.26						
		Acct #8565976480-8							
1	08/16/23	12th & K 8565976725	10.23			30 63000	381		10200
2	08/16/23	11TH STREET - 8562053214	49.75			30 63000	381		10200
3	08/16/23	RIO MESA CIR - 8564394360	24.64			30 63000	381		10200
4	08/16/23	VERDE/RIO MESA - 8560673934	61.59			30 63000	381		10200
5	08/16/23	Mission Heights - 8565976482	179.11			30 63000	381		10200
6	08/16/23	Tract 2605 - 8565976109	38.38			30 63000	381		10200
7	08/16/23	9898 River Rd. - 8565976002	371.27			30 63000	381		10200
8	08/16/23	9898 River Rd. - 8565976004	46.29			30 63000	381		10200
9	08/16/23	9898 River Rd. - 8565976008	217.01			30 63000	381		10200

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10	08/16/23 9898	River Rd. - 8565976014	74.86			30 63000	381		10200
11	08/16/23 9898	River Rd. - 8565976481	54.74			30 63000	381		10200
12	08/16/23 9898	River Rd. - 8565976483	21.39			30 63000	381		10200
<b>Total for Vendor:</b>			<b>1,149.26</b>						
9498	-99134E	209 PG&E #6851-8	17,185.15						
Acct #3675186851-8									
1	08/17/23	Old Fire Station/1297 L St	24.50			20 62000	381		10200
2	08/17/23	Fire Station/1150 Mission	9.53			20 62000	381		10200
3	08/17/23	Water Works #1/Well 3	2,053.57			50 65000	381		10200
4	08/17/23	Bonita Pl & 16th/Well 4	3,613.20			50 65000	381		10200
5	08/17/23	N St/WWTF	10,801.93			40 64000	381		10200
6	08/17/23	2HP Booster Station	9.53			50 65000	381		10200
7	08/17/23	Mission Heights Booster	9.53			50 65000	381		10200
8	08/17/23	14th St. & K St.	107.18			50 65000	381		10200
9	08/17/23	942 Soka Way lift station	90.98			40 64000	379		10200
10	08/17/23	Missn&12th Landscape-St light	133.75			30 63000	381		10200
11	08/17/23	SLT Well	331.45			50 65000	381		10200
<b>Total for Vendor:</b>			<b>17,185.15</b>						
9479	20407S	25 QUEST PLANNING, INC	1,020.00						
1	1577 07/31/23	PERMIT ASSISTANCE	1,020.00			40 64000	587	20001	10200
<b>Total for Vendor:</b>			<b>1,020.00</b>						
9554	20449S	110 ROCKSTEADY PLUMBING	931.81						
1	12273 08/21/23	BACKFLOW TESTING	170.00			20 62000	351		10200
2	12273 08/21/23	BACKFLOW TESTING	761.81			50 65000	353		10200
<b>Total for Vendor:</b>			<b>931.81</b>						
9508	20422S	481 SAN MIGUEL COMMUNITY SERVICES	160.39						
01004-00									
1	08/15/23	1150 Mission Street 1004-00	160.39			20 62000	384		10200
9509	20422S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
01004B-00									
1	08/15/23	1150 Mission Street 1004B-00	2.00			20 62000	384		10200

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9510 20547-00	20422S	481 SAN MIGUEL COMMUNITY SERVICES	356.31						
1	08/15/23	1203 Mission Irrig Mtr 20547-0	356.31			30 63000	384		10200
9511	20422S	481 SAN MIGUEL COMMUNITY SERVICES	54.09						
1	08/15/23	942 Soka Way 20840-00	54.09			40 64000	384		10200
9512 Acct#27475-00	20422S	481 SAN MIGUEL COMMUNITY SERVICES	138.64						
1	08/15/23	1765 Bonita 27475-00	138.64			40 64000	384		10200
9513 ACCT# 27476-00	20422S	481 SAN MIGUEL COMMUNITY SERVICES	103.65						
1	08/15/23	1199 Mission Irrig Mtr 27476-0	103.65			30 63000	384		10200
<b>Total for Vendor:</b>			<b>815.08</b>						
9484 ACCT# 318691	20408S	238 SAN MIGUEL GARBAGE	124.12						
1	080123	08/01/23 AUG 2023	62.06			40 64000	383		10200
2	080123	08/01/23 AUG 2023	62.06			50 65000	383		10200
<b>Total for Vendor:</b>			<b>124.12</b>						
9474 AUGUST BOARD MEETING	20409S	731 SAN MIGUEL SENIORS CENTER	150.00						
1	08-2023	08/09/23 AUG 24TH BOARD MEETING	30.75			20 62000	341		10200
2	08-2023	08/09/23 AUG 24TH BOARD MEETING	3.00*			30 63000	341		10200
3	08-2023	08/09/23 AUG 24TH BOARD MEETING	57.00*			40 64000	341		10200
4	08-2023	08/09/23 AUG 24TH BOARD MEETING	56.25*			50 65000	341		10200
5	08-2023	08/09/23 AUG 24TH BOARD MEETING	3.00*			60 66000	341		10200
<b>Total for Vendor:</b>			<b>150.00</b>						
9491	20410S	735 SECRETARY OF STATE	5.00						
1	08/02/23	2023 UPDATED FILING PUB AGENCY	1.20			20 62000	305		10200
2	08/02/23	2023 UPDATED FILING PUB AGENCY	0.12			30 63000	305		10200
3	08/02/23	2023 UPDATED FILING PUB AGENCY	1.80			40 64000	305		10200
4	08/02/23	2023 UPDATED FILING PUB AGENCY	1.78			50 65000	305		10200

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5	08/02/23 2023	UPDATED FILING PUB AGENCY	0.10			60 66000	305		10200
		<b>Total for Vendor:</b>	<b>5.00</b>						
9552	20451S 440	SLO COUNTY FIRE	14,936.04						
	Dispatch agreement with San Miguel Fire Department FY 23/24								
1	1672 08/22/23	FIRE DISPATCH AGREEMENT 23/24	14,936.04			20 62000	370		10200
		<b>Total for Vendor:</b>	<b>14,936.04</b>						
9485	-99137E 657	SOCALGAS	47.73						
1	08/01/23	JUL WELL 3 NAT.GAS610 12th SLT	16.47			50 65000	396		10200
	6309852306								
2	08/01/23	JUL LIFT STATION 942 SOKA WAY	16.47			40 64000	396		10200
	19327007118								
3	08/01/23	JUL SLT WELL PROPN 8687 MARTNZ	14.79			50 65000	396		10200
	6307077625								
		<b>Total for Vendor:</b>	<b>47.73</b>						
9551	20452S 280	TEMPLETON UNIFORMS	579.69						
1	1463 08/17/23	CLASS A JACKET - YOUNG	579.69			20 62000	495		10200
		<b>Total for Vendor:</b>	<b>579.69</b>						
9519	20423S 281	TESCO CONTROLS INC	475.00						
	Cust Number: SAN/MI								
	Job Number: 9000WW								
1	0080390-IN 08/07/23	TRANSDUCOR REPAIR	475.00			50 65000	351		10200
		<b>Total for Vendor:</b>	<b>475.00</b>						
9483	20411S 282	THE BLUEPRINTER	26.10						
1	123-3745 07/20/23	MACHADO PLANS	26.10			40 64000	587	20001	10200
		<b>Total for Vendor:</b>	<b>26.10</b>						
9527	-99128E 301	US BANK	29.49						
	RR STATEMENT DATE 8/22/2023								
1	RR AUG 23 08/08/23	DG- 8651 AUX PUMP OIL	29.49			20 62000	354		10200

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9528	-99127E	301 US BANK	337.69						
		TP STATEMENT DATE 8/22/2023							
1	TP AUG 23	08/03/23 RINGCENTRAL AUG PHONE	78.60			20 62000	310		10200
2	TP AUG 23	08/03/23 RINGCENTRAL AUG PHONE	8.19			30 63000	310		10200
3	TP AUG 23	08/03/23 RINGCENTRAL AUG PHONE	117.90			40 64000	310		10200
4	TP AUG 23	08/03/23 RINGCENTRAL AUG PHONE	116.25			50 65000	310		10200
5	TP AUG 23	08/03/23 RINGCENTRAL AUG PHONE	6.56			60 66000	310		10200
6	TP AUG 23	08/02/23 USPS	2.45			20 62000	315		10200
7	TP AUG 23	08/02/23 USPS	0.25			30 63000	315		10200
8	TP AUG 23	08/02/23 USPS	3.67			40 64000	315		10200
9	TP AUG 23	08/02/23 USPS	3.62			50 65000	315		10200
10	TP AUG 23	08/02/23 USPS	0.20			60 66000	315		10200
9529	-99126E	301 US BANK	751.84						
		KD STATEMENT DATE 8/22/2023							
1	KD AUG 23	07/26/23 LOWES- WRAP TAPE	53.39			50 65000	353		10200
2	KD AUG 23	07/26/23 LOWES- CONCRETE	259.20			30 63000	353		10200
3	KD AUG 23	08/03/23 LOWES- CONCRETE	-27.20			30 63000	353		10200
4	KD AUG 23	08/09/23 USPS- AUDIT LETTERS	0.38			20 62000	315		10200
5	KD AUG 23	08/09/23 USPS- AUDIT LETTERS	0.04			30 63000	315		10200
6	KD AUG 23	08/09/23 USPS- AUDIT LETTERS	0.57			40 64000	315		10200
7	KD AUG 23	08/09/23 USPS- AUDIT LETTERS	0.56			50 65000	315		10200
8	KD AUG 23	08/09/23 USPS- AUDIT LETTERS	0.03			60 66000	315		10200
9	KD AUG 23	08/10/23 LOWES- ACETONE GAL	43.46			50 65000	353		10200
10	KD AUG 23	08/11/23 ANNUAL DMV PHYSICAL	16.20			20 62000	121		10200
11	KD AUG 23	08/11/23 ANNUAL DMV PHYSICAL	5.06			30 63000	121		10200
12	KD AUG 23	08/11/23 ANNUAL DMV PHYSICAL	54.68			40 64000	121		10200
13	KD AUG 23	08/11/23 ANNUAL DMV PHYSICAL	54.34			50 65000	121		10200
14	KD AUG 23	08/11/23 ANNUAL DMV PHYSICAL	4.73			60 66000	121		10200
15	KD AUG 23	08/11/23 ANTHONY TIRE- TRAILER TIRE	143.20			40 64000	351		10200
16	KD AUG 23	08/11/23 ANTHONY TIRE- TRAILER TIRE	143.20			50 65000	351		10200
9530	-99125E	301 US BANK	249.73						
		SY STATEMENT DATE 8/22/23							
1	SY AUG 23	07/25/23 WEST. JANITOR- PAPER TWL	67.70			20 62000	305		10200
2	SY AUG 23	08/15/23 LUBE & GO- 8600	137.64			20 62000	354		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	SY AUG 23 07/17/23	DG- BOTTLED WATER	41.40			20 62000	305		10200
14	SY AUG 23 08/12/23	APPLE ICLOUD 200 GB STORAGE	2.99			20 62000	465		10200
<b>Total for Vendor:</b>			<b>1,368.75</b>						
9477	20412S	327 VALLI INFORMATION SYSTEMS	943.94						
JULY BILLING									
1	89558 07/31/23	JULY Web Posting, Postage	212.69			40 64000	374		10200
2	89558 07/31/23	JULY Web Posting, Postage	212.70			50 65000	374		10200
3	89558 07/31/23	JULY Printing	107.25			40 64000	374		10200
4	89558 07/31/23	JULY Printing	107.25			50 65000	374		10200
5	89558 07/31/23	JULY OTC/Online Monthly Mainte	37.50			40 64000	334		10200
6	89558 07/31/23	JULY OTC/Online Monthly Mainte	37.50			50 65000	334		10200
7	89558 07/31/23	Printed insert WATER CONSERV	164.00			50 65000	395		10200
10	89558 07/31/23	JULY IVR SERVICE FEE/ALERT	32.52			40 64000	374		10200
11	89558 07/31/23	JULY IVR SERVICE FEE/ALERT	32.53			50 65000	374		10200
9501	20424S	327 VALLI INFORMATION SYSTEMS	801.93						
AUGUST BILLING									
1	89968 08/18/23	AUG Web Posting, Postage	212.07			40 64000	374		10200
2	89968 08/18/23	AUG Web Posting, Postage	212.08			50 65000	374		10200
3	89968 08/18/23	AUG Printing	106.89			40 64000	374		10200
4	89968 08/18/23	AUG Printing	106.89			50 65000	374		10200
5	89968 08/18/23	AUG OTC/Online Monthly Mainte	0.00			40 64000	334		10200
6	89968 08/18/23	AUG OTC/Online Monthly Mainte	0.00			50 65000	334		10200
7	89968 08/18/23	Printed insert EWASTE MSG	164.00			60 66000	395		10200
<b>Total for Vendor:</b>			<b>1,745.87</b>						
9504	-99131E	511 VERIZON	329.53						
TABLETS: UTILITIES x4 CELL PHONE: TMP, MS, TP, KD, DP									
08/09/23 - 9/08/23									
1	9941506117 08/08/23	AUG UTILITIES CELL PHONES	12.37			30 63000	465		10200
2	9941506117 08/08/23	AUG UTILITIES CELL PHONES	111.42			40 64000	465		10200
3	9941506117 08/08/23	AUG UTILITIES CELL PHONES	111.42			50 65000	465		10200
4	9941506117 08/08/23	AUG UTILITIES CELL PHONES	12.38			60 66000	465		10200
6	9941506117 08/08/23	AUG T PARENT CELL PHONE	2.60			30 63000	465		10200
7	9941506117 08/08/23	AUG T PARENT CELL PHONE	23.40			40 64000	465		10200



\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8	9941506117	08/08/23 AUG T PARENT CELL PHONE	23.35			50 65000	465		10200
9	9941506117	08/08/23 AUG T PARENT CELL PHONE	2.59			60 66000	465		10200
10	9941506117	08/08/23 AUG 4GB DATA PLAN	1.50			30 63000	465		10200
11	9941506117	08/08/23 AUG 4GB DATA PLAN	13.50			40 64000	465		10200
12	9941506117	08/08/23 AUG 4GB DATA PLAN	13.50			50 65000	465		10200
13	9941506117	08/08/23 AUG 4GB DATA PLAN	1.50			60 66000	465		10200
9506 -99129E 511 VERIZON			50.04						
TABLETS: FIRE x2									
7/09/23 - 8/08/23									
1	9941506118	08/08/23 AUG RR DATA PLAN	25.02			20 62000	465		10200
2	9941506118	08/08/23 AUG SY DATA PLAN	25.02			20 62000	465		10200
<b>Total for Vendor:</b>			<b>379.57</b>						
9514 20425S 717 WATER SYSTEMS CONSULTING, INC									
1	8262	07/31/23 DISTRICT ENGINEERING 22-23	1,107.50			40 64000	326		10200
2	8262	07/31/23 DISTRICT ENGINEERING 22-23	1,107.50			50 65000	326		10200
3	8262	07/31/23 FIRE THU RES2022-21,22	90.00*			20 62000	326	21006	10200
4	8262	07/31/23 TANK REHAB RES2022-64	655.00			50 65000	326		10200
5	8262	07/31/23 SLT TANK/BOOSTER RES2022-66	315.00*			50 65000	956	21007	10200
6	8262	07/31/23 INDIAN VALLEY TRACT	840.00			40 64000	326		10200
7	8262	07/31/23 INDIAN VALLEY TRACT	840.00			50 65000	326		10200
8	8262	07/31/23 ALLEY WATERLINE REPLACEMENT	90.00			50 65000	326		10200
9	8262	07/31/23 PASO BASIN COOP COMMITTEE	430.00			50 65000	324		10200
10	8262	07/31/23 RECY WATER GRANT COORD	90.00			40 64000	955	22010	10200
11	8262	07/31/23 DWSRF GRANT COORD	287.50			50 65000	326		10200
9515 20425S 717 WATER SYSTEMS CONSULTING, INC			1,497.00						
PROJECTS 2295-11332									
PRJ# 22010									
1	8263	07/31/23 RCYCL WATER PIPELNE ENGINEERNG	1,497.00			40 64000	955	22010	10200
9516 20425S 717 WATER SYSTEMS CONSULTING, INC									
WWTF PROJECT									
PRJ 20001									
1	8264	07/31/23 WWTF PROJECT DESIGN	5,572.50			40 64000	587	20001	10200
<b>Total for Vendor:</b>			<b>12,922.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9502	20426S	317 WESTERN JANITOR SUPPLY INC	55.17						
1	206560	08/11/23 BLEACH, TOILET BRUSH	27.58			40 64000	305		10200
2	206560	08/11/23 BLEACH, TOILET BRUSH	27.59			50 65000	305		10200
9524	20426S	317 WESTERN JANITOR SUPPLY INC	92.49						
1	206115	07/26/23 RECYCLED TOILET PAPER, DAWN	4.62			30 63000	305		10200
2	206115	07/26/23 RECYCLED TOILET PAPER, DAWN	41.62			40 64000	305		10200
3	206115	07/26/23 RECYCLED TOILET PAPER, DAWN	41.62			50 65000	305		10200
4	206115	07/26/23 RECYCLED TOILET PAPER, DAWN	4.63			60 66000	305		10200
<b>Total for Vendor:</b>			<b>147.66</b>						
9476	-99138E	612 WEX BANK	1,320.51						
FUEL BILL CLOSING DATE: 8/07/23									
1	91084047	08/07/23 Fuel 8600 AUG	201.28			20 62000	485		10200
2	91084047	08/07/23 Fuel 8601 AUG	149.20			20 62000	485		10200
3	91084047	08/07/23 Fuel 8630 AUG	0.00			20 62000	485		10200
4	91084047	08/07/23 FUEL OES- RABBIT XSL1472C	238.83*			20 62000	307		10200
5	91084047	08/07/23 Fuel U8632 AUG	195.29			40 64000	485		10200
8	91084047	08/07/23 Fuel U8632 AUG	195.30			50 65000	485		10200
9	91084047	08/07/23 Fuel U8634 AUG	0.00			40 64000	485		10200
10	91084047	08/07/23 Fuel U8634 AUG	0.00			50 65000	485		10200
11	91084047	08/07/23 Fuel U8636 AUG	176.22			50 65000	485		10200
12	91084047	08/07/23 Fuel U8636 AUG	176.22			40 64000	485		10200
13	91084047	08/07/23 REBATE ADJUSTMENT	-5.23			20 62000	485		10200
14	91084047	08/07/23 REBATE ADJUSTMENT	-3.47			40 64000	485		10200
15	91084047	08/07/23 REBATE ADJUSTMENT	-3.13			50 65000	485		10200
<b>Total for Vendor:</b>			<b>1,320.51</b>						
9480	20413S	473 WHITE BRENNER LLP	18,346.10						
FOR LEGAL SERVICES JUNE 2023									
1	48136	AUG 08/08/23 JUNE SOLID WASTE LEGAL	1,764.10*			60 66000	327		10200
2		08/08/23 SOLID WASTE LEGAL SB1383	0.00*			60 66000	327		10200
3	48135	AUG 08/08/23 JUNE WATER LEGAL	598.00			50 65000	327		10200
5		08/08/23 JUNE FIRE LEGAL	0.00			20 62000	327		10200
6	48141	AUG 08/08/23 JUNE SEWER LEGAL	149.50			40 64000	327		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
7	08/08/23	JUNE SMEA LEGAL	0.00			40 64000	331		10200
8	08/08/23	JUNE SMEA LEGAL	0.00			50 65000	331		10200
9	08/08/23	JUNE HR LEGAL	0.00			20 62000	333		10200
10	48137	AUG 08/08/23 JUNE HR LEGAL	279.24			30 63000	333		10200
11	48137	AUG 08/08/23 JUNE HR LEGAL	2,513.16			40 64000	333		10200
12	48137	AUG 08/08/23 JUNE HR LEGAL	2,513.16			50 65000	333		10200
13	48137	AUG 08/08/23 JUNE HR LEGAL	279.24*			60 66000	333		10200
14	48133	AUG 08/08/23 JUNE General Legal - ADMIN	1,816.08			20 62000	327		10200
15	48133	AUG 08/08/23 JUNE General Legal - ADMIN	1,047.55			30 63000	327		10200
16	48133	AUG 08/08/23 JUNE General Legal - ADMIN	3,294.12			40 64000	327		10200
17	48133	AUG 08/08/23 JUNE General Legal - ADMIN	3,257.41			50 65000	327		10200
18	48133	AUG 08/08/23 JUNE General Legal - ADMIN	146.84*			60 66000	327		10200
9525	20427S	473 WHITE BRENNER LLP	9,281.50						
FOR LEGAL SERVICES JULY 2023									
1		JULY SOLID WASTE LEGAL	0.00*			60 66000	327		10200
2		SOLID WASTE LEGAL SB1383	0.00*			60 66000	327		10200
3	48387	AUG 08/16/23 JULY WATER LEGAL	209.30			50 65000	327		10200
5	48390	AUG 08/16/23 JULY FIRE LEGAL	54.00			20 62000	327		10200
6	48391	AUG 08/16/23 JULY SEWER LEGAL	627.90			40 64000	327		10200
7		JULY SMEA LEGAL	0.00			40 64000	331		10200
8		JULY SMEA LEGAL	0.00			50 65000	331		10200
9		JULY HR LEGAL	0.00			20 62000	333		10200
10	48388	AUG 08/16/23 JULY HR LEGAL	18.90			30 63000	333		10200
11	48388	AUG 08/16/23 JULY HR LEGAL	170.10			40 64000	333		10200
12	48388	AUG 08/16/23 JULY HR LEGAL	170.10			50 65000	333		10200
13	48388	AUG 08/16/23 JULY HR LEGAL	18.90*			60 66000	333		10200
14	48385	AUG 08/16/23 JULY General Legal - ADMIN	1,653.12			20 62000	327		10200
15	48385	AUG 08/16/23 JULY General Legal - ADMIN	172.20			30 63000	327		10200
16	48385	AUG 08/16/23 JULY General Legal - ADMIN	2,479.68			40 64000	327		10200
17	48385	AUG 08/16/23 JULY General Legal - ADMIN	2,445.24			50 65000	327		10200
18	48385	AUG 08/16/23 JULY General Legal - ADMIN	137.76*			60 66000	327		10200
19	48389	AUG 08/16/23 JULY PRA	4.32			20 62000	327		10200
20	48389	AUG 08/16/23 JULY PRA	0.45			30 63000	327		10200
21	48389	AUG 08/16/23 JULY PRA	6.48			40 64000	327		10200
22	48389	AUG 08/16/23 JULY PRA	6.39			50 65000	327		10200

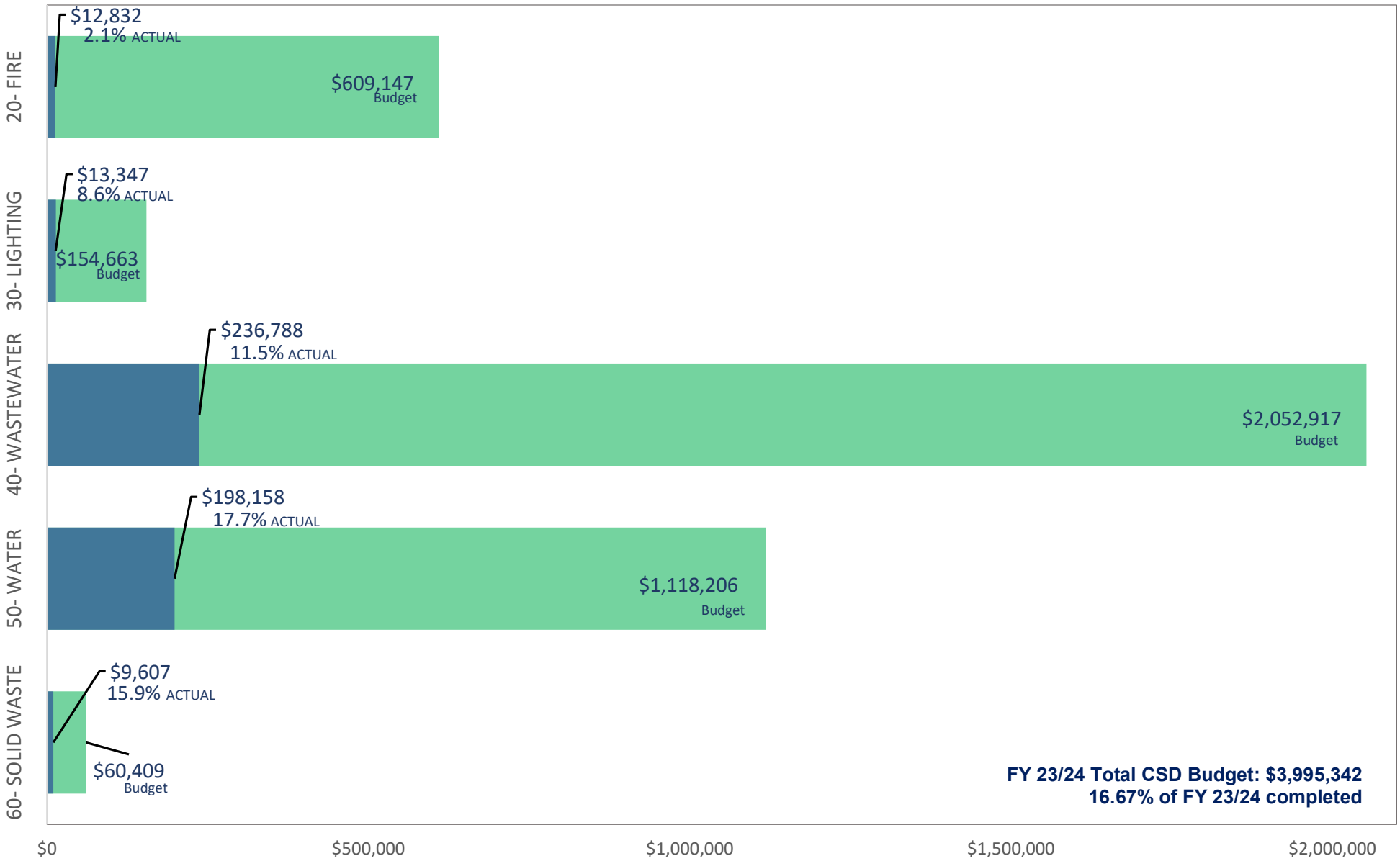
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
23	48389	AUG 08/16/23 JULY PRA	0.36*			60 66000	327		10200
		<b>Total for Vendor:</b>	<b>27,627.60</b>						
		<b># of Claims</b>	<b>82</b>	<b>Total:</b>	<b>329,004.10</b>	<b># of Vendors</b>	<b>32</b>		
		<b>Total Electronic Claims</b>	<b>29,895.20</b>						
		<b>Total Non-Electronic Claims</b>	<b>299108.90</b>						

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<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$27,588.53
10250 PAC PREMIER - PAYROLL	\$153.00
30 STREET LIGHTING DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$4,242.52
10250 PAC PREMIER - PAYROLL	\$11.75
40 WASTEWATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$208,758.40
10250 PAC PREMIER - PAYROLL	\$198.50
50 WATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$84,557.19
10250 PAC PREMIER - PAYROLL	\$325.25
60 SOLID WASTE DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$3,157.46
10250 PAC PREMIER - PAYROLL	\$11.50
<b>Total:</b>	<b>\$329,004.10</b>

# P8 2023 San Miguel CSD Revenue Actual vs Budget



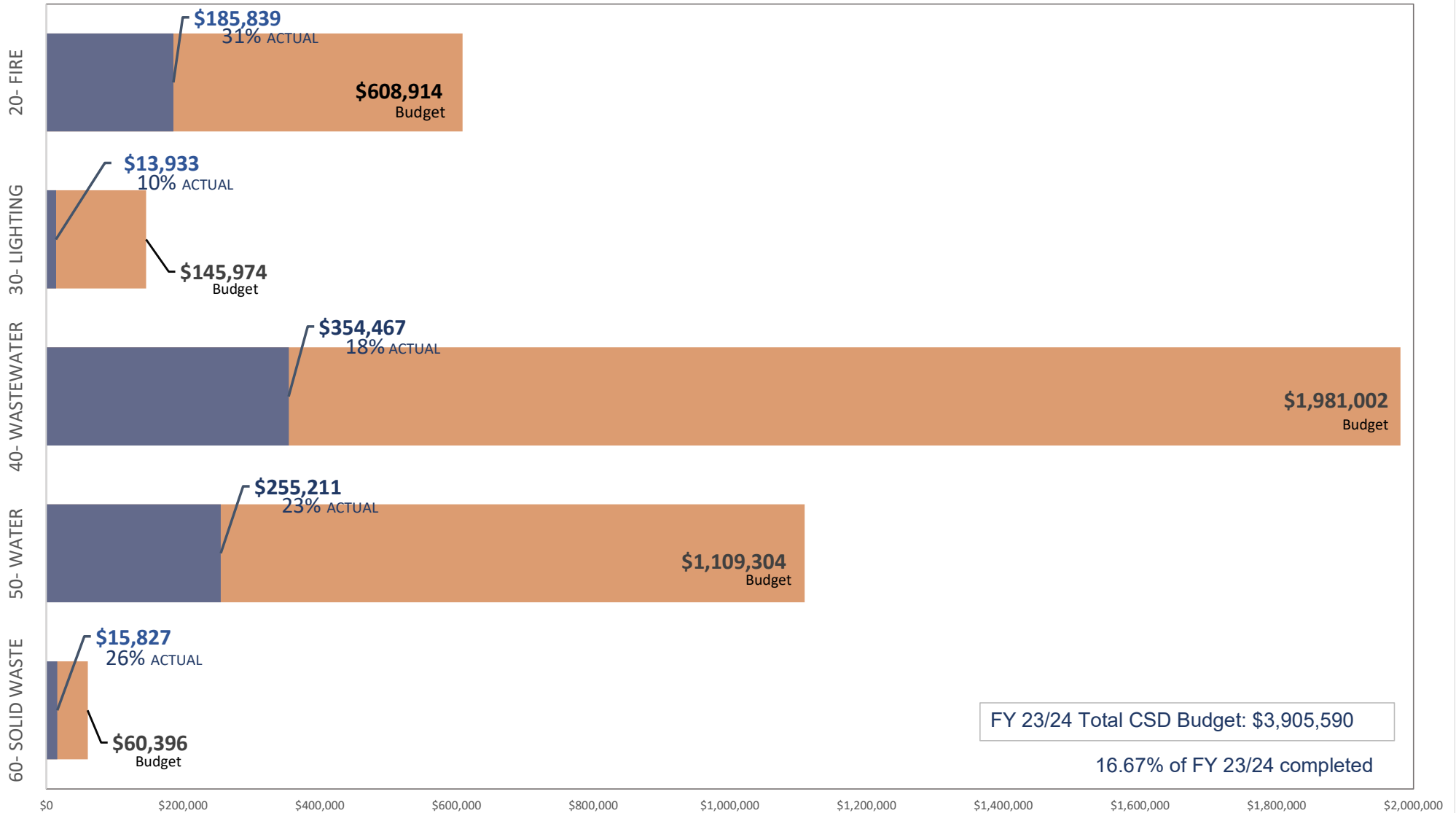
Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	3,450.00	3,450.00	0 %
40320	Fire Impact Fees	0.00	3,956.00	3,000.00	-956.00	132 %
40420	Ambulance Reimbursement	0.00	0.00	3,000.00	3,000.00	0 %
40500	State Fire Grants	0.00	0.00	20,000.00	20,000.00	0 %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>3,956.00</b>	<b>29,450.00</b>	<b>25,494.00</b>	<b>13 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	10,039.18	497,467.00	487,427.82	2 %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>10,039.18</b>	<b>497,467.00</b>	<b>487,427.82</b>	<b>2 %</b>
46000	Interest Revenue					
46000	Interest Revenue	55.14	131.90	0.00	-131.90	** %
46010	Transfer In	-1,953.36	-1,953.36	0.00	1,953.36	** %
46012	Fire Transfers from Cap Reserve	0.00	0.00	80,730.00	80,730.00	0 %
46153	Plan Check Fees and Inspections	358.50	658.50	1,500.00	841.50	44 %
	<b>Account Group Total:</b>	<b>-1,539.72</b>	<b>-1,162.96</b>	<b>82,230.00</b>	<b>83,392.96</b>	<b>-1 %</b>
	<b>Fund Total:</b>	<b>-1,539.72</b>	<b>12,832.22</b>	<b>609,147.00</b>	<b>596,314.78</b>	<b>2 %</b>
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	2,910.51	154,663.00	151,752.49	2 %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>2,910.51</b>	<b>154,663.00</b>	<b>151,752.49</b>	<b>2 %</b>
46000	Interest Revenue					
46000	Interest Revenue	4,746.19	4,853.40	0.00	-4,853.40	** %
46100	Realized Earnings	-1,027.24	433.35	0.00	-433.35	** %
46150	Miscellaneous Income	150.00	150.00	0.00	-150.00	** %
46151	Refund/Adjustments	0.00	5,000.00	0.00	-5,000.00	** %
	<b>Account Group Total:</b>	<b>3,868.95</b>	<b>10,436.75</b>	<b>0.00</b>	<b>-10,436.75</b>	<b>** %</b>
	<b>Fund Total:</b>	<b>3,868.95</b>	<b>13,347.26</b>	<b>154,663.00</b>	<b>141,315.74</b>	<b>9 %</b>
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	101,307.23	203,978.60	1,099,618.00	895,639.40	19 %
40901	Riverzone Surcharge	1,551.70	3,103.40	18,388.00	15,284.60	17 %
40910	Wastewater Late Charges	1,933.85	3,783.04	0.00	-3,783.04	** %
	<b>Account Group Total:</b>	<b>104,792.78</b>	<b>210,865.04</b>	<b>1,118,006.00</b>	<b>907,140.96</b>	<b>19 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	334.27	77,556.00	77,221.73	0 %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>334.27</b>	<b>77,556.00</b>	<b>77,221.73</b>	<b>0 %</b>
46000	Interest Revenue					

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46000	Interest Revenue	5,846.76	6,136.29	0.00	-6,136.29	** %
46003	CWSRF Grants	0.00	0.00	630,000.00	630,000.00	0 %
46009	Grants - Other	0.00	0.00	217,355.00	217,355.00	0 %
46100	Realized Earnings	-1,238.52	522.47	0.00	-522.47	** %
46150	Miscellaneous Income	3,996.39	18,780.39	10,000.00	-8,780.39	188 %
46155	Will Serve Processing Fees	150.00	150.00	0.00	-150.00	** %
	<b>Account Group Total:</b>	<b>8,754.63</b>	<b>25,589.15</b>	<b>857,355.00</b>	<b>831,765.85</b>	<b>3 %</b>
	<b>Fund Total:</b>	<b>113,547.41</b>	<b>236,788.46</b>	<b>2,052,917.00</b>	<b>1,816,128.54</b>	<b>12 %</b>
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	91,053.21	192,130.57	984,276.00	792,145.43	20 %
41003	Water Surcharge	44.00	88.00	350.00	262.00	25 %
41005	Water Late Charges	2,132.53	3,879.44	0.00	-3,879.44	** %
	<b>Account Group Total:</b>	<b>93,229.74</b>	<b>196,098.01</b>	<b>984,626.00</b>	<b>788,527.99</b>	<b>20 %</b>
46000 Interest Revenue						
46000	Interest Revenue	1,451.74	1,528.88	0.00	-1,528.88	** %
46002	DWSRF Grants	0.00	0.00	45,920.00	45,920.00	0 %
46010	Transfer In	0.00	0.00	87,660.00	87,660.00	0 %
46100	Realized Earnings	-309.63	130.62	0.00	-130.62	** %
46150	Miscellaneous Income	250.00	250.00	0.00	-250.00	** %
46155	Will Serve Processing Fees	0.00	150.00	0.00	-150.00	** %
	<b>Account Group Total:</b>	<b>1,392.11</b>	<b>2,059.50</b>	<b>133,580.00</b>	<b>131,520.50</b>	<b>2 %</b>
	<b>Fund Total:</b>	<b>94,621.85</b>	<b>198,157.51</b>	<b>1,118,206.00</b>	<b>920,048.49</b>	<b>18 %</b>
60 SOLID WASTE DEPARTMENT						
43000 Property Taxes Collected						
43000	Property Taxes Collected	0.00	1,446.69	0.00	-1,446.69	** %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>1,446.69</b>	<b>0.00</b>	<b>-1,446.69</b>	<b>** %</b>
46000 Interest Revenue						
46000	Interest Revenue	12.15	33.68	0.00	-33.68	** %
46005	Franchise Fees	4,342.37	8,126.20	43,936.00	35,809.80	18 %
46010	Transfer In	0.00	0.00	16,473.00	16,473.00	0 %
	<b>Account Group Total:</b>	<b>4,354.52</b>	<b>8,159.88</b>	<b>60,409.00</b>	<b>52,249.12</b>	<b>14 %</b>
	<b>Fund Total:</b>	<b>4,354.52</b>	<b>9,606.57</b>	<b>60,409.00</b>	<b>50,802.43</b>	<b>16 %</b>
	<b>Grand Total:</b>	<b>214,853.01</b>	<b>470,732.02</b>	<b>3,995,342.00</b>	<b>3,524,609.98</b>	<b>12 %</b>



<b>Fund</b>	<b>Received Current Month</b>	<b>Received YTD</b>	<b>Estimated Revenue</b>	<b>Revenue To Be Received</b>	<b>% Received</b>
20 FIRE PROTECTION DEPARTMENT	-1,539.72	12,832.22	609,147.00	596,314.78	2 %
30 STREET LIGHTING DEPARTMENT	3,868.95	13,347.26	154,663.00	141,315.74	9 %
40 WASTEWATER DEPARTMENT	113,547.41	236,788.46	2,052,917.00	1,816,128.54	12 %
50 WATER DEPARTMENT	94,621.85	198,157.51	1,118,206.00	920,048.49	18 %
60 SOLID WASTE DEPARTMENT	4,354.52	9,606.57	60,409.00	50,802.43	16 %
<b>Grand Total:</b>	<b>214,853.01</b>	<b>470,732.02</b>	<b>3,995,342.00</b>	<b>3,524,609.98</b>	<b>12 %</b>

## P8 2023 San Miguel CSD Operating Expenditures Actual vs Budget



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	9,993.44	23,428.43	128,416.00	128,416.00	104,987.57	18 %
	111 BOD Stipend	120.00	312.00	1,704.00	1,704.00	1,392.00	18 %
	120 Workers' Compensation	0.00	29,428.53	35,000.00	35,000.00	5,571.47	84 %
	121 Physicals	16.20	16.20	2,000.00	2,000.00	1,983.80	1 %
	125 Volunteer Firefighter Stipends	4,686.00	4,686.00	60,000.00	60,000.00	55,314.00	8 %
	126 OES Strike Team Payroll	0.00	9,427.02	0.00	0.00	-9,427.02	*** %
	135 Payroll Tax - FICA/SS	260.84	662.42	106.00	106.00	-556.42	625 %
	140 Payroll Tax - Medicare	214.69	507.16	1,887.00	1,887.00	1,379.84	27 %
	155 Payroll Tax - SUI	114.41	271.10	1,789.00	1,789.00	1,517.90	15 %
	160 Payroll Tax - ETT	2.41	5.75	33.00	33.00	27.25	17 %
	205 Insurance - Health	999.26	1,998.55	11,342.00	11,342.00	9,343.45	18 %
	210 Insurance - Dental	58.23	116.32	674.00	674.00	557.68	17 %
	215 Insurance - Vision	9.35	18.71	108.00	108.00	89.29	17 %
	225 Retirement - PERS Expense	1,213.32	2,503.29	15,085.00	15,085.00	12,581.71	17 %
	305 Operations & Maintenance	110.30	220.54	10,900.00	10,900.00	10,679.46	2 %
	307 OES Strike Team Expenses	238.83	555.09	0.00	0.00	-555.09	*** %
	310 Phone & Fax Expense	78.60	157.17	1,500.00	1,500.00	1,342.83	10 %
	315 Postage, Shipping & Freight	2.83	2.83	300.00	300.00	297.17	1 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	500.00	500.00	500.00	0 %
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	321 IT Services - Professional Svcs	1,632.00	1,632.00	8,000.00	8,000.00	6,368.00	20 %
	323 Auditor - Professional Svcs	1,500.00	1,500.00	4,000.00	4,000.00	2,500.00	38 %
	325 Accounting - Professional Svcs	153.00	603.00	2,500.00	2,500.00	1,897.00	24 %
	326 Engineering - Professional Svcs	90.00	90.00	0.00	0.00	-90.00	*** %
	327 Legal: General - Professional Svcs	3,527.52	3,985.30	18,000.00	18,000.00	14,014.70	22 %
	328 Insurance - Prop & Liability	0.00	20,175.05	16,000.00	16,000.00	-4,175.05	126 %
	333 Legal: HR - Professional Svcs	0.00	2,046.43	10,000.00	10,000.00	7,953.57	20 %
	334 Maintenance Agreements	2,471.82	2,471.82	5,000.00	5,000.00	2,528.18	49 %
	335 Meals	0.00	45.18	500.00	500.00	454.82	9 %
	340 Meetings and Conferences	0.00	0.00	500.00	500.00	500.00	0 %
	341 Space Rental	30.75	61.50	1,000.00	1,000.00	938.50	6 %
	345 Mileage Expense Reimbursement	0.00	0.00	500.00	500.00	500.00	0 %
	346 OES Equipt Repairs & Maint	0.00	41.75	0.00	0.00	-41.75	*** %
	348 Safety Equipment and Supplies	0.00	77.20	5,000.00	5,000.00	4,922.80	2 %
	350 Repairs & Maint - Computers	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	351 Repairs & Maint - Equip	170.00	1,384.80	10,000.00	10,000.00	8,615.20	14 %
	352 Repairs & Maint - Structures	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	354 Repairs & Maint - Vehicles	167.13	167.13	8,000.00	8,000.00	7,832.87	2 %
	359 Testing & Supplies - Other	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	370 Dispatch Services (Fire)	14,936.04	14,936.04	17,000.00	17,000.00	2,063.96	88 %
	375 Internet Expenses	194.40	388.78	2,000.00	2,000.00	1,611.22	19 %
	376 Web Page - Upgrade/Maint	0.00	717.12	2,000.00	2,000.00	1,282.88	36 %
	380 Utilities - Alarm Service	0.00	70.00	1,000.00	1,000.00	930.00	7 %
	381 Utilities - Electric	34.03	73.04	6,000.00	6,000.00	5,926.96	1 %
	382 Utilities - Propane	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	384 Utilities - Water/Sewer	162.39	323.11	800.00	800.00	476.89	40 %
	385 Dues and Subscriptions	0.00	332.48	6,000.00	6,000.00	5,667.52	6 %
	386 Education and Training	0.00	46.00	8,000.00	8,000.00	7,954.00	1 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
388	Education and training: CPR/FIRST AID	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	0.00	1,932.52	2,000.00	2,000.00	67.48	97 %
395	Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
405	Software	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
410	Office Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
445	CPR/FIRST AID TRAINING MATERIAL	0.00	0.00	500.00	500.00	500.00	0 %
450	EMS Supplies	0.00	381.44	5,000.00	5,000.00	4,618.56	8 %
455	Fire Safety Gear & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
456	State Fire Grants	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
458	Grants- Professional Services	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
465	Cell phones, Radios and Pagers	148.68	297.36	2,000.00	2,000.00	1,702.64	15 %
470	Communication Equipment	240.00	240.00	5,000.00	5,000.00	4,760.00	5 %
475	Computer Supplies & Upgrades	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
485	Fuel Expense	1,257.32	1,599.47	9,000.00	9,000.00	7,400.53	18 %
490	Small Tools & Equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
495	Uniform Expense	579.69	579.69	5,000.00	5,000.00	4,420.31	12 %
503	Weed Abatement Costs	0.00	5,150.00	3,500.00	3,500.00	-1,650.00	147 %
505	Fire Training Grounds	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
510	Fire Station Renovation	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
511	Fire- Temp Housing Unit	0.00	590.68	4,240.00	4,240.00	3,649.32	14 %
710	County Hazmat Dues	0.00	2,000.00	2,500.00	2,500.00	500.00	80 %
820	Fireworks Clean Up	0.00	500.00	0.00	0.00	-500.00	*** %
949	Lease agreements	0.00	0.00	5,760.00	5,760.00	5,760.00	0 %
981	Debt Svcs Equipt - Principle	0.00	36,397.19	36,482.00	36,482.00	84.81	100 %
982	Debt Svcs Equipt - Interest	0.00	10,685.50	10,711.00	10,711.00	25.50	100 %
983	Debt Svcs Structure- Principle	0.00	0.00	23,899.00	23,899.00	23,899.00	0 %
984	Debt Svcs Structure - Interest	0.00	0.00	9,678.00	9,678.00	9,678.00	0 %
	<b>Account Total:</b>	<b>45,413.48</b>	<b>185,838.69</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>423,075.31</b>	<b>31 %</b>
	<b>Account Group Total:</b>	<b>45,413.48</b>	<b>185,838.69</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>423,075.31</b>	<b>31 %</b>
	<b>Fund Total:</b>	<b>45,413.48</b>	<b>185,838.69</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>423,075.31</b>	<b>31 %</b>
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
101	EE Timekeeping Costs	12.50	135.70	0.00	0.00	-135.70	*** %
105	Salaries and Wages	1,059.86	2,252.44	16,745.00	16,745.00	14,492.56	13 %
111	BOD Stipend	15.00	35.00	264.00	264.00	229.00	13 %
120	Workers' Compensation	0.00	-14.73	100.00	100.00	114.73	-15 %
121	Physicals	5.06	5.06	50.00	50.00	44.94	10 %
135	Payroll Tax - FICA/SS	0.95	2.19	60.00	60.00	57.81	4 %
140	Payroll Tax - Medicare	15.53	30.69	247.00	247.00	216.31	12 %
155	Payroll Tax - SUI	0.70	1.66	82.00	82.00	80.34	2 %
160	Payroll Tax - ETT	0.00	0.04	1.00	1.00	0.96	4 %
205	Insurance - Health	154.60	309.41	1,783.00	1,783.00	1,473.59	17 %
210	Insurance - Dental	5.75	11.39	66.00	66.00	54.61	17 %
215	Insurance - Vision	0.93	1.88	12.00	12.00	10.12	16 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	225 Retirement - PERS Expense	128.61	255.41	1,389.00	1,389.00	1,133.59	18 %
	305 Operations & Maintenance	9.84	10.96	1,500.00	1,500.00	1,489.04	1 %
	310 Phone & Fax Expense	8.19	16.37	100.00	100.00	83.63	16 %
	315 Postage, Shipping & Freight	0.29	0.29	100.00	100.00	99.71	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	150.00	150.00	150.00	0 %
	320 Printing & Reproduction	0.00	0.00	150.00	150.00	150.00	0 %
	321 IT Services - Professional Svcs	170.00	170.00	3,300.00	3,300.00	3,130.00	5 %
	323 Auditor - Professional Svcs	150.00	150.00	600.00	600.00	450.00	25 %
	325 Accounting - Professional Svcs	11.75	56.75	750.00	750.00	693.25	8 %
	326 Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	327 Legal: General - Professional Svcs	1,220.20	1,245.39	2,000.00	2,000.00	754.61	62 %
	328 Insurance - Prop & Liability	0.00	2,014.42	3,400.00	3,400.00	1,385.58	59 %
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
	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	300.00	300.00	300.00	0 %
	333 Legal: HR - Professional Svcs	298.14	473.81	500.00	500.00	26.19	95 %
	334 Maintenance Agreements	232.95	232.95	600.00	600.00	367.05	39 %
	335 Meals	0.00	0.00	150.00	150.00	150.00	0 %
	340 Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0 %
	341 Space Rental	3.00	6.00	0.00	0.00	-6.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	150.00	150.00	150.00	0 %
	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	0.00	150.00	150.00	150.00	0 %
	351 Repairs & Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	352 Repairs & Maint - Structures	0.00	0.00	500.00	500.00	500.00	0 %
	353 Repairs & Maint - Infrastructure	252.33	335.43	10,000.00	10,000.00	9,664.57	3 %
	354 Repairs & Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet Expenses	10.58	21.16	150.00	150.00	128.84	14 %
	376 Web Page - Upgrade/Maint	0.00	74.70	425.00	425.00	350.30	18 %
	381 Utilities - Electric	1,283.01	2,564.21	20,000.00	20,000.00	17,435.79	13 %
	384 Utilities - Water/Sewer	459.96	1,422.03	15,500.00	15,500.00	14,077.97	9 %
	385 Dues and Subscriptions	0.00	0.78	1,500.00	1,500.00	1,499.22	0 %
	386 Education and Training	0.00	19.00	2,000.00	2,000.00	1,981.00	1 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	1,932.52	1,500.00	1,500.00	-432.52	129 %
	395 Community Outreach	0.00	0.00	150.00	150.00	150.00	0 %
	410 Office Supplies	0.00	5.01	500.00	500.00	494.99	1 %
	432 Utility Rate Design Study	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
	465 Cell phones, Radios and Pagers	16.47	32.94	100.00	100.00	67.06	33 %
	485 Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
	490 Small Tools & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	495 Uniform Expense	0.00	0.00	100.00	100.00	100.00	0 %
	715 Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
	940 Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0 %
	949 Lease agreements	110.00	220.00	600.00	600.00	380.00	37 %
	<b>Account Total:</b>	<b>5,636.20</b>	<b>14,030.86</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>131,943.14</b>	<b>10 %</b>
	<b>Account Group Total:</b>	<b>5,636.20</b>	<b>14,030.86</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>131,943.14</b>	<b>10 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
70000	Transfers						
70000	Transfers						
	352 Repairs & Maint - Structures	-97.67	-97.67	0.00	0.00	97.67	*** %
	<b>Account Total:</b>	<b>-97.67</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>-97.67</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>5,538.53</b>	<b>13,933.19</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>132,040.81</b>	<b>10 %</b>
40 WASTEWATER DEPARTMENT							
64000	Sanitary						
64000	Sanitary						
	101 EE Timekeeping Costs	112.50	1,221.27	0.00	0.00	-1,221.27	*** %
	105 Salaries and Wages	11,498.54	24,282.21	330,338.00	330,338.00	306,055.79	7 %
	110 Payroll Tax Expense	218.98	218.98	0.00	0.00	-218.98	*** %
	111 BOD Stipend	180.00	468.00	1,872.00	1,872.00	1,404.00	25 %
	120 Workers' Compensation	0.00	8,647.54	12,500.00	12,500.00	3,852.46	69 %
	121 Physicals	54.68	54.68	150.00	150.00	95.32	36 %
	135 Payroll Tax - FICA/SS	11.15	28.99	1,167.00	1,167.00	1,138.01	2 %
	140 Payroll Tax - Medicare	169.31	337.50	4,817.00	4,817.00	4,479.50	7 %
	155 Payroll Tax - SUI	8.45	21.97	1,425.00	1,425.00	1,403.03	2 %
	160 Payroll Tax - ETT	0.20	0.48	25.00	25.00	24.52	2 %
	205 Insurance - Health	1,572.06	3,144.13	54,582.00	54,582.00	51,437.87	6 %
	210 Insurance - Dental	74.99	150.10	2,234.00	2,234.00	2,083.90	7 %
	215 Insurance - Vision	12.07	24.14	309.00	309.00	284.86	8 %
	225 Retirement - PERS Expense	1,295.53	11,558.18	20,463.00	20,463.00	8,904.82	56 %
	305 Operations & Maintenance	157.19	184.85	8,000.00	8,000.00	7,815.15	2 %
	310 Phone & Fax Expense	117.90	235.76	1,500.00	1,500.00	1,264.24	16 %
	315 Postage, Shipping & Freight	4.24	4.24	1,000.00	1,000.00	995.76	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	321 IT Services - Professional Svcs	2,453.20	2,453.20	10,800.00	10,800.00	8,346.80	23 %
	323 Auditor - Professional Svcs	1,600.00	1,600.00	3,600.00	3,600.00	2,000.00	44 %
	325 Accounting - Professional Svcs	198.50	678.50	4,500.00	4,500.00	3,821.50	15 %
	326 Engineering - Professional Svcs	1,947.50	1,947.50	20,000.00	20,000.00	18,052.50	10 %
	327 Legal: General - Professional Svcs	6,557.68	7,428.63	30,000.00	30,000.00	22,571.37	25 %
	328 Insurance - Prop & Liability	0.00	17,608.84	19,350.00	19,350.00	1,741.16	91 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	594.00	3,500.00	3,500.00	2,906.00	17 %
	333 Legal: HR - Professional Svcs	2,683.26	5,212.91	7,500.00	7,500.00	2,287.09	70 %
	334 Maintenance Agreements	3,666.73	3,704.23	8,000.00	8,000.00	4,295.77	46 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	341 Space Rental	57.00	114.00	0.00	0.00	-114.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	348 Safety Equipment and Supplies	0.00	111.80	2,000.00	2,000.00	1,888.20	6 %
	349 Repairs & Maint - Mission Gardens	0.00	0.00	7,500.00	7,500.00	7,500.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	1,600.00	1,600.00	1,600.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
351	Repairs & Maint - Equip	160.46	187.51	8,000.00	8,000.00	7,812.49	2 %
352	Repairs & Maint - Structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint - Infrastructure	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
354	Repairs & Maint - Vehicles	0.00	797.41	3,000.00	3,000.00	2,202.59	27 %
355	Testing & Supplies (WWTP)	1,758.00	2,892.00	15,000.00	15,000.00	12,108.00	19 %
374	CSD Utilities - Billing Services	671.42	705.14	4,000.00	4,000.00	3,294.86	18 %
375	Internet Expenses	373.90	747.80	4,500.00	4,500.00	3,752.20	17 %
376	Web Page - Upgrade/Maint	0.00	1,075.68	800.00	800.00	-275.68	134 %
379	Utilities - Electric Mission Gardens	90.98	194.92	2,000.00	2,000.00	1,805.08	10 %
380	Utilities - Alarm Service	50.00	100.00	2,000.00	2,000.00	1,900.00	5 %
381	Utilities - Electric	10,801.93	21,414.72	80,000.00	80,000.00	58,585.28	27 %
382	Utilities - Propane	0.00	28.23	600.00	600.00	571.77	5 %
383	Utilities - Trash	62.06	124.12	700.00	700.00	575.88	18 %
384	Utilities - Water/Sewer	192.73	385.46	3,500.00	3,500.00	3,114.54	11 %
385	Dues and Subscriptions	0.00	11.22	6,000.00	6,000.00	5,988.78	0 %
386	Education and Training	0.00	300.00	2,500.00	2,500.00	2,200.00	12 %
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	0.00	1,932.53	1,500.00	1,500.00	-432.53	129 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities - SoCal Gas	16.47	33.98	500.00	500.00	466.02	7 %
410	Office Supplies	0.00	84.21	2,000.00	2,000.00	1,915.79	4 %
432	Utility Rate Design Study	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	148.32	296.59	1,920.00	1,920.00	1,623.41	15 %
475	Computer Supplies & Upgrades	0.00	875.50	0.00	0.00	-875.50	*** %
485	Fuel Expense	543.10	911.71	6,000.00	6,000.00	5,088.29	15 %
490	Small Tools & Equipment	0.00	341.81	5,500.00	5,500.00	5,158.19	6 %
495	Uniform Expense	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
545	Sewer System Mgmt Plan (SSMP)	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. & Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
580	Mission Gardens Lift Station Projects	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
582	WWTP Plant Maintenance	0.00	3,053.88	40,000.00	40,000.00	36,946.12	8 %
583	WWTP Drying Pond Maintenance	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
585	Sludge Removal Project	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
587	WWTF Final Design/Construction	6,618.60	56,881.91	450,000.00	450,000.00	393,118.09	13 %
705	Waste Discharge Fees/Permits	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
715	Licenses, Permits and Fees	0.00	1,084.00	4,000.00	4,000.00	2,916.00	27 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0 %
908	Cash Over/Cash Short	0.05	0.05	0.00	0.00	-0.05	*** %
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0 %
949	Lease agreements	990.00	1,980.00	14,000.00	14,000.00	12,020.00	14 %
950	WWTF Exp MBR	165,281.55	165,281.55	0.00	0.00	-165,281.55	*** %
955	3W Water Line SGMA	1,587.00	1,587.00	200,000.00	200,000.00	198,413.00	1 %
960	Property Tax Expense	0.00	0.00	150.00	150.00	150.00	0 %
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	150,000.00	150,000.00	150,000.00	0 %
972	Loan Interest Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
	<b>Account Total:</b>	<b>223,998.23</b>	<b>355,345.56</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,625,656.44</b>	<b>18 %</b>
	<b>Account Group Total:</b>	<b>223,998.23</b>	<b>355,345.56</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,625,656.44</b>	<b>18 %</b>
70000	Transfers						
	70000 Transfers						
	352 Repairs & Maint - Structures	-879.01	-879.01	0.00	0.00	879.01	*** %
	<b>Account Total:</b>	<b>-879.01</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>-879.01</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>223,119.22</b>	<b>354,466.55</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,626,535.45</b>	<b>18 %</b>
50 WATER DEPARTMENT							
65000	Water						
	65000 Water						
	101 EE Timekeeping Costs	112.50	1,221.28	0.00	0.00	-1,221.28	*** %
	105 Salaries and Wages	21,843.40	45,335.34	318,856.00	318,856.00	273,520.66	14 %
	111 BOD Stipend	180.00	464.00	1,896.00	1,896.00	1,432.00	24 %
	120 Workers' Compensation	0.00	6,099.60	18,000.00	18,000.00	11,900.40	34 %
	121 Physicals	54.34	54.34	150.00	150.00	95.66	36 %
	135 Payroll Tax - FICA/SS	11.15	28.75	1,169.00	1,169.00	1,140.25	2 %
	140 Payroll Tax - Medicare	319.36	642.80	4,932.00	4,932.00	4,289.20	13 %
	155 Payroll Tax - SUI	8.45	21.81	1,710.00	1,710.00	1,688.19	1 %
	160 Payroll Tax - ETT	0.20	0.48	30.00	30.00	29.52	2 %
	205 Insurance - Health	3,759.22	7,518.26	46,122.00	46,122.00	38,603.74	16 %
	210 Insurance - Dental	142.63	285.44	1,854.00	1,854.00	1,568.56	15 %
	215 Insurance - Vision	22.93	45.88	310.00	310.00	264.12	15 %
	225 Retirement - PERS Expense	2,539.84	13,845.80	30,869.00	30,869.00	17,023.20	45 %
	305 Operations & Maintenance	157.18	184.83	8,000.00	8,000.00	7,815.17	2 %
	310 Phone & Fax Expense	116.25	232.45	1,500.00	1,500.00	1,267.55	15 %
	315 Postage, Shipping & Freight	4.18	4.18	1,000.00	1,000.00	995.82	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	600.00	600.00	600.00	0 %
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	321 IT Services - Professional Svcs	2,414.00	2,414.00	12,800.00	12,800.00	10,386.00	19 %
	323 Auditor - Professional Svcs	1,600.00	1,600.00	3,600.00	3,600.00	2,000.00	44 %
	324 GSA-GSP - Professional Svcs	430.00	664.53	15,000.00	15,000.00	14,335.47	4 %
	325 Accounting - Professional Svcs	325.25	805.25	4,500.00	4,500.00	3,694.75	18 %
	326 Engineering - Professional Svcs	2,980.00	2,980.00	25,000.00	25,000.00	22,020.00	12 %
	327 Legal: General - Professional Svcs	6,516.34	8,109.57	27,000.00	27,000.00	18,890.43	30 %
	328 Insurance - Prop & Liability	0.00	32,485.00	32,000.00	32,000.00	-485.00	102 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	594.00	3,500.00	3,500.00	2,906.00	17 %
	333 Legal: HR - Professional Svcs	2,683.26	5,177.77	7,500.00	7,500.00	2,322.23	69 %
	334 Maintenance Agreements	3,620.14	3,657.64	9,000.00	9,000.00	5,342.36	41 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	341 Space Rental	56.25	112.50	0.00	0.00	-112.50	*** %



Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
345	Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
348	Safety Equipment and Supplies	0.00	62.20	2,000.00	2,000.00	1,937.80	3 %
350	Repairs & Maint - Computers	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
351	Repairs & Maint - Equip	618.20	645.26	5,000.00	5,000.00	4,354.74	13 %
352	Repairs & Maint - Structures	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
353	Repairs & Maint - Infrastructure	1,164.32	1,766.15	50,000.00	50,000.00	48,233.85	4 %
354	Repairs & Maint - Vehicles	0.00	797.41	3,000.00	3,000.00	2,202.59	27 %
356	Testing & Supplies - Well #3 (Water)	96.66	96.66	3,500.00	3,500.00	3,403.34	3 %
357	Testing & Supplies - Well #4 (Water)	96.67	96.67	3,500.00	3,500.00	3,403.33	3 %
358	Testing & Supplies - SLT Well (Water)	588.67	834.67	6,000.00	6,000.00	5,165.33	14 %
359	Testing & Supplies - Other	368.00	899.00	6,000.00	6,000.00	5,101.00	15 %
362	Cross-Connection Control Svcs.	290.30	290.30	1,500.00	1,500.00	1,209.70	19 %
374	CSD Utilities - Billing Services	671.45	705.18	4,000.00	4,000.00	3,294.82	18 %
375	Internet Expenses	253.92	507.84	3,500.00	3,500.00	2,992.16	15 %
376	Web Page - Upgrade/Maint	0.00	1,060.74	800.00	800.00	-260.74	133 %
380	Utilities - Alarm Service	50.00	100.00	2,000.00	2,000.00	1,900.00	5 %
381	Utilities - Electric	6,124.46	12,729.40	46,000.00	46,000.00	33,270.60	28 %
382	Utilities - Propane	0.00	28.24	1,000.00	1,000.00	971.76	3 %
383	Utilities - Trash	62.06	124.12	700.00	700.00	575.88	18 %
384	Utilities - Water/Sewer	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
385	Dues and Subscriptions	0.00	11.06	4,500.00	4,500.00	4,488.94	0 %
386	Education and Training	0.00	211.00	5,000.00	5,000.00	4,789.00	4 %
393	Advertising and Public Notices	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
394	LAFCO Allocations	0.00	1,932.53	1,500.00	1,500.00	-432.53	129 %
395	Community Outreach	164.00	164.00	1,200.00	1,200.00	1,036.00	14 %
396	Utilities - SoCal Gas	31.26	64.68	2,000.00	2,000.00	1,935.32	3 %
410	Office Supplies	0.00	84.21	2,000.00	2,000.00	1,915.79	4 %
432	Utility Rate Design Study	15,577.30	29,951.29	20,000.00	20,000.00	-9,951.29	150 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	148.27	296.54	1,920.00	1,920.00	1,623.46	15 %
475	Computer Supplies & Upgrades	0.00	875.50	0.00	0.00	-875.50	*** %
481	Chemicals- Well #3	0.00	1,229.53	4,000.00	4,000.00	2,770.47	31 %
482	Chemicals- Well #4	0.00	1,638.78	4,000.00	4,000.00	2,361.22	41 %
483	Chemicals- SLT Well	0.00	918.93	3,000.00	3,000.00	2,081.07	31 %
485	Fuel Expense	543.45	912.05	6,000.00	6,000.00	5,087.95	15 %
490	Small Tools & Equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
495	Uniform Expense	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
520	Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
525	Water Meter Replacement	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
535	Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, Permits and Fees	0.00	1,144.00	7,000.00	7,000.00	5,856.00	16 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0 %
930	Interest Fees	22,402.81	22,402.81	60,000.00	60,000.00	37,597.19	37 %
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0 %
949	Lease agreements	990.00	1,980.00	14,000.00	14,000.00	12,020.00	14 %
956	Reimbursable Engineering	315.00	315.00	0.00	0.00	-315.00	*** %
961	SLT Tank and Booster Pump Project	894.76	1,865.15	38,726.00	38,726.00	36,860.85	5 %
962	0.65 MG Tank	32,970.00	32,970.00	67,660.00	67,660.00	34,690.00	49 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	<b>Account Total:</b>	<b>136,112.43</b>	<b>256,090.40</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>853,213.60</b>	<b>23 %</b>
	<b>Account Group Total:</b>	<b>136,112.43</b>	<b>256,090.40</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>853,213.60</b>	<b>23 %</b>
70000	Transfers						
70000	Transfers						
	352 Repairs & Maint - Structures	-879.01	-879.01	0.00	0.00	879.01	*** %
	<b>Account Total:</b>	<b>-879.01</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>-879.01</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>135,233.42</b>	<b>255,211.39</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>854,092.61</b>	<b>23 %</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	101 EE Timekeeping Costs	12.50	135.70	0.00	0.00	-135.70	*** %
	105 Salaries and Wages	1,007.21	2,145.65	16,745.00	16,745.00	14,599.35	13 %
	111 BOD Stipend	5.00	21.00	264.00	264.00	243.00	8 %
	120 Workers' Compensation	0.00	13.82	100.00	100.00	86.18	14 %
	121 Physicals	4.73	4.73	50.00	50.00	45.27	9 %
	135 Payroll Tax - FICA/SS	0.30	1.30	60.00	60.00	58.70	2 %
	140 Payroll Tax - Medicare	14.64	29.03	246.00	246.00	216.97	12 %
	155 Payroll Tax - SUI	0.25	1.01	75.00	75.00	73.99	1 %
	160 Payroll Tax - ETT	0.00	0.00	1.00	1.00	1.00	0 %
	205 Insurance - Health	142.40	284.73	1,783.00	1,783.00	1,498.27	16 %
	210 Insurance - Dental	5.30	10.55	66.00	66.00	55.45	16 %
	215 Insurance - Vision	0.85	1.65	12.00	12.00	10.35	14 %
	225 Retirement - PERS Expense	124.48	246.95	1,389.00	1,389.00	1,142.05	18 %
	305 Operations & Maintenance	9.83	10.95	2,000.00	2,000.00	1,989.05	1 %
	310 Phone & Fax Expense	6.56	13.11	50.00	50.00	36.89	26 %
	315 Postage, Shipping & Freight	0.23	0.23	50.00	50.00	49.77	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	50.00	50.00	50.00	0 %
	320 Printing & Reproduction	0.00	0.00	50.00	50.00	50.00	0 %
	321 IT Services - Professional Svcs	136.00	136.00	3,300.00	3,300.00	3,164.00	4 %
	323 Auditor - Professional Svcs	150.00	150.00	600.00	600.00	450.00	25 %
	325 Accounting - Professional Svcs	11.50	56.50	750.00	750.00	693.50	8 %
	327 Legal: General - Professional Svcs	2,049.06	7,929.61	1,500.00	1,500.00	-6,429.61	529 %
	328 Insurance - Prop & Liability	0.00	1,646.35	1,800.00	1,800.00	153.65	91 %
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
	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	250.00	250.00	250.00	0 %
	333 Legal: HR - Professional Svcs	298.14	438.68	400.00	400.00	-38.68	110 %
	334 Maintenance Agreements	186.36	186.36	600.00	600.00	413.64	31 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	0.00	0.00	100.00	100.00	100.00	0 %
	341 Space Rental	3.00	6.00	0.00	0.00	-6.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	50.00	50.00	50.00	0 %
	348 Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	351 Repairs & Maint - Equip	0.00	0.00	500.00	500.00	500.00	0 %
	352 Repairs & Maint - Structures	0.00	0.00	100.00	100.00	100.00	0 %
	353 Repairs & Maint - Infrastructure	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	354 Repairs & Maint - Vehicles	0.00	0.00	150.00	150.00	150.00	0 %
	375 Internet Expenses	10.58	21.16	150.00	150.00	128.84	14 %
	376 Web Page - Upgrade/Maint	0.00	59.76	132.00	132.00	72.24	45 %
	382 Utilities - Propane	0.00	0.00	150.00	150.00	150.00	0 %
	385 Dues and Subscriptions	0.00	0.63	1,000.00	1,000.00	999.37	0 %
	386 Education and Training	0.00	19.00	500.00	500.00	481.00	4 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	1,932.52	1,500.00	1,500.00	-432.52	129 %
	395 Community Outreach	164.00	164.00	500.00	500.00	336.00	33 %
	410 Office Supplies	0.00	5.01	0.00	0.00	-5.01	*** %
	432 Utility Rate Design Study	0.00	0.00	16,473.00	16,473.00	16,473.00	0 %
	465 Cell phones, Radios and Pagers	16.47	32.94	100.00	100.00	67.06	33 %
	485 Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
	490 Small Tools & Equipment	0.00	0.00	500.00	500.00	500.00	0 %
	495 Uniform Expense	0.00	0.00	150.00	150.00	150.00	0 %
	650 SB1383 Compliance	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	940 Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0 %
	949 Lease agreements	110.00	220.00	600.00	600.00	380.00	37 %
	<b>Account Total:</b>	<b>4,469.39</b>	<b>15,924.93</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>44,471.07</b>	<b>26 %</b>
	<b>Account Group Total:</b>	<b>4,469.39</b>	<b>15,924.93</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>44,471.07</b>	<b>26 %</b>
70000	Transfers						
70000	Transfers						
	352 Repairs & Maint - Structures	-97.67	-97.67	0.00	0.00	97.67	*** %
	<b>Account Total:</b>	<b>-97.67</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>-97.67</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>4,371.72</b>	<b>15,827.26</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>44,568.74</b>	<b>26 %</b>
	<b>Grand Total:</b>	<b>413,676.37</b>	<b>825,277.08</b>	<b>3,905,590.00</b>	<b>3,905,590.00</b>	<b>3,080,312.92</b>	<b>21 %</b>

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 8/23

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>20 FIRE PROTECTION DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	458,788.45	0.00	5.23	2,106.36	30,127.86	426,559.46
10250 PAC PREMIER - PAYROLL	5,476.31	153.00	17,671.95	0.00	17,824.95	5,476.31
10340 PAC PREMIER OPERATIONAL	152,659.35	378.02	0.00	0.00	0.00	153,037.37
10350 PAC PREMIER - CAPITAL	280,073.56	35.62	0.00	0.00	0.00	280,109.18
10461 COMMUNITY BANK OF SANTA	146,289.11	0.00	0.00	0.00	0.00	146,289.11
<b>Total Fund</b>	<b>1,043,286.78</b>	<b>566.64</b>	<b>17,677.18</b>	<b>2,106.36</b>	<b>47,952.81</b>	<b>1,011,471.43</b>
<b>30 STREET LIGHTING DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	188,750.87	247.67	27.20	11.75	5,651.65	183,362.34
10250 PAC PREMIER - PAYROLL	81.94	11.75	1,381.93	0.00	1,393.68	81.94
10340 PAC PREMIER OPERATIONAL	60,590.62	7.73	0.00	0.00	0.00	60,598.35
10350 PAC PREMIER - CAPITAL	45,423.17	5.78	0.00	0.00	0.00	45,428.95
10460 Cambridge Investment/King	496,412.20	4,732.68	0.00	1,027.24	0.00	500,117.64
<b>Total Fund</b>	<b>791,258.80</b>	<b>5,005.61</b>	<b>1,409.13</b>	<b>1,038.99</b>	<b>7,045.33</b>	<b>789,589.22</b>
<b>40 WASTEWATER DEPARTMENT</b>						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10200 OPERATING CASH - PREMIER	1,466,878.66	109,253.48	1,747.71	198.55	223,753.15	1,353,928.15
10250 PAC PREMIER - PAYROLL	2,032.08	418.89	15,041.28	218.98	15,020.80	2,252.47
10260 PAC WESTERN BANK - LONG	201,622.31	51.37	0.00	0.00	0.00	201,673.68
10340 PAC PREMIER OPERATIONAL	331,059.27	42.23	0.00	0.00	0.00	331,101.50
10350 PAC PREMIER - CAPITAL	370,309.72	47.10	0.00	0.00	0.00	370,356.82
10460 Cambridge Investment/King	598,510.83	5,706.06	0.00	1,238.52	0.00	602,978.37
<b>Total Fund</b>	<b>2,970,562.87</b>	<b>115,519.13</b>	<b>16,788.99</b>	<b>1,656.05</b>	<b>238,773.95</b>	<b>2,862,440.99</b>
<b>50 WATER DEPARTMENT</b>						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10150 Cash in SLO County	79,227.50	0.00	0.00	0.00	0.00	79,227.50
10200 OPERATING CASH - PREMIER	297,404.41	99,683.19	3.13	385.25	81,349.93	315,355.55
10250 PAC PREMIER - PAYROLL	1,980.47	325.25	28,827.18	0.00	29,152.43	1,980.47
10340 PAC PREMIER OPERATIONAL	155,636.00	19.85	0.00	0.00	0.00	155,655.85
10350 PAC PREMIER - CAPITAL	81,958.56	4.79	0.00	44,318.56	0.00	37,644.79
10400 HOB - USDA RESERVE	70,009.76	0.59	0.00	0.00	0.00	70,010.35
10460 Cambridge Investment/King	149,627.71	1,426.51	0.00	309.63	0.00	150,744.59
<b>Total Fund</b>	<b>835,994.41</b>	<b>101,460.18</b>	<b>28,830.31</b>	<b>45,013.44</b>	<b>110,502.36</b>	<b>810,769.10</b>
<b>60 SOLID WASTE DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	42,268.62	4,440.04	0.00	11.50	4,457.89	42,239.27
10250 PAC PREMIER - PAYROLL	0.00	11.50	1,300.43	0.00	1,311.93	0.00
10340 PAC PREMIER OPERATIONAL	72,427.87	9.24	0.00	0.00	0.00	72,437.11
10350 PAC PREMIER - CAPITAL	22,909.40	2.91	0.00	0.00	0.00	22,912.31
<b>Total Fund</b>	<b>137,605.89</b>	<b>4,463.69</b>	<b>1,300.43</b>	<b>11.50</b>	<b>5,769.82</b>	<b>137,588.69</b>
<b>71 PAYROLL CLEARING FUND</b>						
10250 PAC PREMIER - PAYROLL	-886.44	0.00	64,003.79	63,912.34	0.00	-794.99
<b>73 CLAIMS CLEARING FUND</b>						
10200 OPERATING CASH - PREMIER	81,129.96	0.00	279,334.44	336,526.89	0.00	23,937.51
10250 PAC PREMIER - PAYROLL	0.00	0.00	700.00	700.00	0.00	0.00
<b>Total Fund</b>	<b>81,129.96</b>	<b>0.00</b>	<b>280,034.44</b>	<b>337,226.89</b>	<b>0.00</b>	<b>23,937.51</b>
<b>Totals</b>	<b>5,858,952.27</b>	<b>227,015.25</b>	<b>410,044.27</b>	<b>450,965.57</b>	<b>410,044.27</b>	<b>5,635,001.95</b>

\*\*\* 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.

**SAN MIGUEL CSD Investment Portfolio Report - MONTHLY**

8/31/2023

	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	\$ 1.00	4.45%	\$ 29,869.37	4.45%	\$ 1,329.19				\$ 29,869.37	2%
Lighting - Capital	JP Morgan Chase NA	\$ 100.00	5.25%	\$ 138,000.00	5.25%	\$ 7,245.00	8/15/2028	628	8/15/2023	\$ 137,768.16	11%
	BMW Bank NA	\$ 100.00	4.60%	\$ 200,000.00	4.60%	\$ 9,200.00	3/10/2028	35141	3/10/2028	\$ 195,034.00	16%
Lighting- Reserve	Morgan Stanley Bank NA	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	32992	3/10/2028	\$ 148,273.50	12%
Wastewater- LT Mnt	Freddie Mac	\$ 99.78	5.00%	\$ 300,000.00	5.05%	\$ 15,000.00	2/7/2028	N/A	3/8/2023	\$ 294,864.00	24%
Wastewater - Capital	BMO HARRIS BANK NA	\$ 100.000	5.00%	\$ 200,000.00	5.00%	\$ 10,000.00	5/18/2028	16571	5/18/2023	\$ 198,064.00	16%
	MEDALLION BANK	\$ 100.000	5.00%	\$ 103,000.00	5.00%	\$ 5,150.00	5/24/2028	57449	3/8/2023	\$ 101,989.57	8%
Water - Capital	Morgan Stanley Private Bk	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	34221	3/10/2023	\$ 147,978.00	12%
<b>Total &amp; Average:</b>				<b>\$ 1,270,869.37</b>	<b>4.97%</b>	<b>\$ 63,074.19</b>				<b>\$ 1,253,840.60</b>	<b>100%</b>

**Disclosure**

Registered Representative Securities offered through Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Investment Advisor Representative Cambridge Investment Research Advisors, Inc., a Registered Investment



**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: February 28, 2024

Kelly Dodds, General Manager SMCSD

Michelle Hido, Financial Officer SMCSD

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.2**

**SUBJECT:** Formation of ad-hoc committee for District / County Relations

---

**SUGGESTED ACTION:** The Board should determine whether an ad-hoc committee for District / County relations is necessary and if so determine the purpose and duration for the committee and appoint no more than two Board members to the Committee.

---

**DISCUSSION:**

Director Kalvans, with support of Director Smiley requested an item be brought before the Board for discussion and or creation of an ad-hoc committee for District / County relations.

The Board should discuss and consider, at a minimum, the following;

- Whether the District can, or should, expend funds for District / County relations.
- What the purpose of the ad-hoc committee will be.
- What the term of the ad-hoc committee will be
- Who the ad-hoc committee will be comprised of (maximum of two Directors)

**Board Handbook section 10.B.1 Ad-Hoc Committees**

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. As-hoc committees are formed on an as-needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

*Action to be taken:*

*If authorized*

- *Vote on two Board members to fill the ad-hoc committee.*

*If not authorized*

- *No additional action required*
- 

**FISCAL IMPACT:**

Actual costs will be dependent on scope and function of the ad-hoc committee.

Formation of an ad-hoc committee will require commitment of staff and legal time, and their associated costs.

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PREPARED BY: Kelly Dodds

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# San Miguel Community Services District

## Board of Directors

### Staff Report

September 28, 2023

AGENDA ITEM: 10.2

**SUBJECT:** Discuss and Establish an Ad Hoc Committee for County Relations.

---

**STAFF RECOMMENDATION:** Establish an Ad Hoc County Relations Committee by majority vote of the Board and define its scope and membership.

---

#### **BACKGROUND/DISCUSSION:**

As a special district, the San Miguel Community Services District (“District”) has limited powers. It is authorized to exercise the powers granted to it through its enabling act, codified at Government Code section 61000. The District’s powers do not include land use planning and zoning decisions.<sup>1</sup> Instead, that power is part of the police power granted to cities and counties in the California Constitution.<sup>2</sup> This enables cities and counties to make and enforce any and all constitutionally acceptable ordinances and regulations within their bounds, including over planning and zoning.

The Government Code also designates power over local planning as exclusively belonging to cities and counties.<sup>3</sup> Consequently, though the District has many responsibilities, it is not authorized to perform planning or zoning functions, and the District is subject to San Luis Obispo County’s (“County”) planning power. The Board of Directors (“Board”) and District residents have expressed frustration with the County’s recent planning decisions regarding the District, and asked staff to investigate the possibility of creating an ad hoc committee with the goal of improving County relations.

The Board can create a committee simply by voting to do so. An ad hoc committee should be composed of two or fewer members of the Board and be tasked with a specific goal. The Board may decide on the scope of the committee. The scope of the committee is expected to be limited

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1 Cal. Gov. Code, § 61100.

2 Cal. Const., art. XI, § 7.

3 Cal. Gov. Code, Cal. Gov. Code, §§ 65100, 65103.



as a temporary committee; however, if the Ad Hoc committee is to have ongoing subject matter responsibility, the Ad Hoc Committee would be subject to the Brown Act.<sup>4</sup>

The Board should discuss the purpose of the Ad Hoc Committee, the scope of its subject matter jurisdiction (whether temporary or ongoing), and, if the Board chooses to create the Ad Hoc Committee, designate its members and provide direction.

**Fiscal Impact:** There are nominal costs associated with the formation of an Ad Hoc County Relations Committee.

**Board Options:**

1. Vote to create an Ad Hoc County Relations Committee comprised of two or fewer members of the Board, defining the scope as desired.
2. Continue consideration of a possible Ad Hoc County Relations Committee until the next Board meeting.
3. Vote not to create an Ad Hoc County Relations Committee.

PREPARED BY:

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Douglas L. White, General Counsel

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<sup>4</sup> Cal. Gov. Code, § 54952.

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.3**

**SUBJECT:** Formation of ad-hoc committee for an Area Planning Commission

---

**SUGGESTED ACTION:** The Board should determine whether an ad-hoc committee for an Area planning commission is necessary and if so determine the purpose and duration for the committee and appoint no more than two Board members to the Committee.

---

**DISCUSSION:**

Director Kalvans with support of Director Smiley requested an item be brought before the Board for discussion and or creation of an ad-hoc committee to investigate the ability to and requirements for the District to form an Area Planning Commission.

The Board should discuss and consider, at a minimum, the following;

- Whether the District can, or should, expend funds to pursue an Area Planning Commission
- What the purpose of the ad-hoc committee will be.
- What the term of the ad-hoc committee will be
- Who the ad-hoc committee will be comprised of (maximum of two Directors)

**Board Handbook section 10.B.1 Ad-Hoc Committees**

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as-needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

*Action to be taken:*

*If authorized*

- *Vote on two Board members to fill the ad-hoc committee.*

*If not authorized*

- *No additional action required*
- 

**FISCAL IMPACT:**

Actual costs will be dependent on scope and function of the ad-hoc committee.

Formation of an ad-hoc committee will require commitment of staff and legal time, and their associated costs.

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PREPARED BY: Kelly Dodds

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# San Miguel Community Services District

## Board of Directors

### Staff Report

September 28, 2023

AGENDA ITEM: 10.3

**SUBJECT:** Discuss and Establish an Ad Hoc Planning Advisory Committee.

---

**STAFF RECOMMENDATION:** Establish an Ad Hoc Planning Advisory Committee by majority vote of the Board and define its membership and scope as tracking and preparing responses to County planning proposals that are located in or impact the District's jurisdiction.

---

#### **BACKGROUND/DISCUSSION:**

The California Constitution delegates the police power to cities and counties.<sup>1</sup> This enables cities and counties to make and enforce any and all constitutionally acceptable ordinances and regulations within their bounds, including over planning and zoning. The Government Code also exclusively delegates to cities and counties the power to create a planning commission to make and enforce planning and zoning regulations.<sup>2</sup>

Special districts, including community service districts such as San Miguel Community Services District ("District"), are limited purpose entities and are designated specific powers in the Government Code.<sup>3</sup> As a result, though the District has many responsibilities, it is not currently authorized to perform planning or zoning functions. The District is bound by San Luis Obispo County's ("County") planning authority. The Board of Directors ("Board") and District residents have expressed concerns with recent County planning decisions, and asked staff to investigate the possibility of creating an ad hoc committee with the goal of addressing planning proposals the County reviews that are located in or impact the District's jurisdiction.

The Board can create a committee simply by voting to do so. An ad hoc committee should be composed of two or fewer members of the Board and be tasked with a specific goal. The Board

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1 Cal. Const., art. XI, § 7.

2 Cal. Gov. Code, §§ 65100, 65103.

3 Cal. Gov. Code, § 61100.

may decide on the scope of the committee. With an ongoing subject matter responsibility, the Ad Hoc Committee would be subject to the Brown Act.<sup>4</sup>

Because the District does not have power over planning, an Ad Hoc Planning Advisory Committee would be necessarily limited. However, an Ad Hoc Planning Advisory Committee could perform two important functions:

- 1) The committee could be charged with tracking the County's planning and zoning decisions with regard to land within the District's bounds, which would save the Board and District residents from being caught unaware of new projects that are being considered by the County within the District.
- 2) The committee could prepare possible responses to planning and zoning decisions by the County, and present them to the Board, or the potential Ad Hoc County Relations Committee.

An Ad Hoc Planning Advisory Committee could enable the Board to create more efficient and cogent responses to the County's use of its planning power within the District.

**Fiscal Impact:** There are nominal costs associated with the formation of an Ad Hoc Planning Advisory Committee.

**Board Options:**

1. Vote to create an Ad Hoc Planning Advisory Committee comprised of two or fewer members of the Board.
2. Continue consideration of a possible Ad Hoc Planning Advisory Committee until the next Board meeting.
3. Vote not to create an Ad Hoc Planning Advisory Committee.

PREPARED BY:

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Douglas L. White, General Counsel

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4 Cal. Gov. Code, § 54952.

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.4**

**SUBJECT:** Self Contained Breathing Apparatus Mask Fit Testing Equipment Purchase (Young)

---

**SUGGESTED ACTION:** Approve Resolution 2023-46 authorizing the Fire Chief to purchase Self Contained Breathing Apparatus testing equipment in an amount not to exceed \$10,910.80 and make necessary budget adjustments and transfers.

---

**DISCUSSION:**

San Miguel Fire applied for the 2023/2024 VFD grant for necessary safety items on April 19, 2023. A majority of the requested safety equipment was approved for matching grant funding with exception to a necessary Self Contained Breathing Apparatus (SCBA) mask fit testing machine, related supplies, training, software and adaptor. The need for the SCBA fit testing equipment was discussed at the August 24, 2023 Regular Board Meeting during the resolution discussion. The intent of this resolution is to provide the balance of the cost related to the purchase of the SCBA fit testing device not provided via the 2022/2023 VFD grant.

SCBA fit testing is a annual requirement and on an as needed basis based on the frequency of new recruits joining the Department.

The Department is currently behind in its requirement to fit test all members.

The purchase of this necessary piece of testing equipment shall provide for Firefighter safety, bring the Department up to and keep the Department in compliance with NFPA standards.

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**FISCAL IMPACT:**

Approval will result in reallocation of \$5,753.24 of budgeted funds from 20-456 to 20-502 and an increase in the expense budget of \$5,157.56. Total obligation of \$10,910.80.

Approval will also result in a transfer of Fire Capital Funds to Fire Operational Cash in an amount of \$5,157.56

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PREPARED BY: Scott Young

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California Department of Forestry and Fire Protection  
2023-2024 Application for Funding Cooperative  
Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC) Program  
Agreement # 7GF23106



**A. Department/Organization**

Organization Name: San Miguel CSD Fire  
Contact's First Name: Scott Contact's Last Name: Young  
Street Address: 1150 Mission Street  
Mailing Address: PO Box 180  
City: San Miguel County: San Luis Obispo Zip Code: 93451  
State: California CAL FIRE Unit: SLU - San Luis Obispo Unit  
Phone Number: (805) 467-3388 Email Address: scott.young@sanmiguelcsd.org  
Unique Entity ID: F4L6V65N1XX5

To check to see what your UEI Number is, or to apply for one, please visit the [SAM.GOV](https://sam.gov) website.

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1 Area: 5.80 square miles  
Congressional District #: CA-#19  
Population: 2,800 Annual Budget: \$ 492,000.00  
Latitude N 35 ° 44 ' 58 " Longitude W -120 41 47 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 18 + EMS: 264 + Other: 57 = Total: 339

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 39,977.76

Amount Funded for this Agreement: \$14,235.64 *ME*

**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	BKR5000 Radio Harness	8	\$ 121.24	\$ 969.92
2.	Communications	BKR5000 Radio Harness	8	\$ 121.24	\$ 969.92
3.	Communications	Radio Harness Strap	8	\$ 83.98	\$ 671.84
4.	Communications	Radio Harness Clip	8	\$ 59.68	\$ 477.44
5.	Equipment - Structural	QuantiFit Respirator Tester	1	\$ 11,050.68	\$ 11,050.68
6.	Equipment - Structural	QuantiFit Tester Adaptor	1	\$ 455.80	\$ 455.80
7.	Safety - Structural	Globe G-Xcel Turnout Coat	6	\$ 1,801.44	\$ 10,808.64
8.	Safety - Structural	Globe GPS Trunout Pants	6	\$ 1,395.36	\$ 8,372.16
9.	Safety - Structural	Globe Shadow Boot	6	\$ 626.40	\$ 3,758.40
10.	Safety - Structural	MSA Cairns Invador Helmet	6	\$ 407.16	\$ 2,442.96
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 39,977.76



**G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)**

The San Miguel Fire Department (SMF) is a Paid Call / Volunteer Department located at the Northern most area of San Luis Obispo County. The Department is staffed by a Fulltime Fire Chief and up to 18 PCF's. SMF services approximately 5.8 square miles with a growing population of 2,800. Within SMF's response area is approximately 3 miles of highway, river and railroad. SMF also provides auto aid to Cal Fire San Luis Obispo County stations, 30, 52, & 98, Camp Roberts Fire, Paso Robles City Fire, Atascadero City Fire, Tempelton Fire, Southern Monterey County Cal Fire Station 42, as well as mutual aid throughout San Luis Obispo County and the State.

SMF currently has 1-Type I Engine, 1-Type III Engine, 1-Type IV Engine, and 2 Command Vehicles in service. Extended use use, training, and PCF turnover has taken a toll on our current compliment of structural PPE. Additionaly SCBA fit testing is difficult due to our lack of equipment. Fit testing is required annually in addition to when a new PCF comes onboard. Relying on neighboring departments for the required fit testing has become problematic due to equipment changes.

The necessary safety equipment replacement and addition of necessary testing equipment would assist SMF in achieving a higher level of compliance with NFPA 1977 standards.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

**The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2024. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2024.**

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Scott Young  
Original Signature Required: Grantee's Authorized Representative

04/19/2023

Date Signed

Printed Name: Scott Young

Title: Fire Chief

Executed on: 04/19/2023

at

San Miguel

Date

City

Organization Name: San Miguel CSD Fire

Grant Assurances for Cooperative Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC)

Organization Name: San Miguel CSD Fire

Contact's First Name: Scott

Contact's Last Name: Young

Street Address: 1150 Mission Street

Mailing Address: PO Box 180

City: San Miguel

County: San Luis Obispo



Zip Code: 93451

State: California

CAL FIRE Unit: SLU - San Luis Obispo Unit



Phone Number: (805) 467-3388

Email Address: scott.young@sanmiguelcsd.org

UEI Number: F4L6V65N1XX5

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

Organization Name: San Miguel CSD Fire

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Scott Young

Signature of Authorized Agent: Scott Young

Title of Authorized Agent: Fire Chief

Date: 04/19/2023

**Submission requires an unsigned and signed application.**

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to [CALFIRE.GRANTS@FIRE.CA.GOV](mailto:CALFIRE.GRANTS@FIRE.CA.GOV).

**Electronic copies must be submitted by May 4, 2023 at 11:59pm.**

<b>Attn:</b>	<b>Scott Young</b>
<b>Company Billing Address</b>	
San Miguel Fire Department 1150 Mission St San Miguel, CA 93451	
<b>REPSS Vendor #</b>	

**REPSS, Inc.**

**Quote**

<b>Date</b>	<b>8/31/2023</b>	<b>Quote #</b>	<b>23-08-246</b>
<b>Send Purchase Order to:</b>			
REPSS, Inc. PO Box 79654 Houston, TX 77279 PH: 713-461-6030 FAX: 713-461-6554 Email: orders@repss.com Tax ID# 76-0663786			

<b>Terms</b>	<b>Net 30</b>	<b>Effective Until</b>	<b>9/30/2023</b>	<b>FOB</b>	<b>OriginPPD/Add</b>	<b>RSM</b>	<b>DS</b>
<b>Item</b>	<b>Description</b>			<b>Qty</b>	<b>Cost</b>	<b>Total</b>	
AF9-000	AccuFIT9000 INCLUDES: - AF9-000 Fit Tester AC Adapter; Alcohol Fill Capsule, Cartridge & Storage Cap; UTFA-HSK Twin Tube Hose; Two HEPA Filters; Two Spare Alcohol Wicks; Hardsided 930 Carrying Case; PC Application Software; Flash Memory Drive; USB & Ethernet Cable; Neoprene Accessory Wallet; Operation/Service Manual and THREE(3) YEAR Warranty. /21  - Includes 12 bottles (720mL's) of Reagent Grade Alcohol (99.8%)			1	9,695.00	9,695.00T	
900034	Adapter Kit - MSA G1 Full-Face Piece Mask				385.00	385.00T	
AF9-Training	On-site training is included in the initial purchase. Follow up training is usually charged at a \$600.00 per half day session.			1	0.00	0.00T	
F & I	Estimated Freight & Freight Insurance			1	100.00	100.00	
	Scott Young scott.young@sanmiguelcsd.org						
	Sales Tax				7.25%	730.80	
<b>Total</b>						<b>\$10,910.80</b>	

REPSS Regional Manager is Dylan Stack - 760.703.6086

**RESOLUTION NO. 2023-46**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE FIRE CHIEF TO  
PURCHASE SELF-CONTAINED BREATHING APPARATUS (SCBA) MASK FIT TESTING  
EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$10,910.80 AND APPROVE RELATED  
BUDGET ADJUSTMENTS AND TRANSFERS**

**WHEREAS,** The San Miguel Community Services District operates and maintains fire and emergency services within the community of San Miguel for which regular maintenance and testing of equipment is crucial for firefighter safety and compliance with generally accepted safety and maintenance standards; and

**WHEREAS,** the San Miguel Community Services District Fire Department (SMFD) applied for matching grant funding for the 2023-2024 Volunteer Fire Capacity (VFC) Grant which was only partially funded leaving a shortfall of \$10,910.80 for the purchase the Self Contained Breathing Apparatus fit testing equipment; and

**WHEREAS,** The Board of Directors of the San Miguel Community Services District authorize the Fire Chief to the purchase Self-Contained Breathing Apparatus (SCBA) Mask Fit Testing Equipment which was not funded by the 2023/2024 Volunteer Fire Capacity (VFC) Grant.

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

1. The Board of Directors authorized the Fire Chief to purchase Self Contained Breathing Apparatus Mask Fit Testing Equipment
2. The Board authorizes a FY 2023-2024 budget adjustment and fund transfer as follows:
  - Reallocate \$5,753.24 from budget item 20-456 to budget item 20-502
  - Increase expense budget item 20-502 in the amount of \$5,157.56.
  - Increase revenue budget item 20-46012 in the amount of \$5,157.56.
  - Authorize the Financial Officer to transfer \$5,157.56 from Fire Capital Reserve to Fire Operational Cash

SIGNATURES ON FOLLOWING PAGE

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28th day of September 2023.

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Scott Young, Fire Chief

\_\_\_\_\_  
Douglas L. White, District General Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.5**

**SUBJECT:** Draft San Miguel Community Service District MSR/ SOI (Dodds)

---

**SUGGESTED ACTION:** Review and provide comments to General Manager regarding the draft LAFCo MSR/SOI report.

---

**DISCUSSION:**  
INFORMATION ONLY - NO ACTION REQUIRED

At the Boards request, the Draft San Miguel CSD MSR/ SOI is provided for review. The General Manager, Fire Chief, and Board Clerk reviewed the draft for accuracy and any necessary informational updated over the duration of the drafts creation.

Although not required, this Board can provide comments on the MSR/ SOI. LAFCo is scheduled to review and adopt the draft at their October meeting. Due to time constraints it is unlikely that any comments made by this Board would be included in the draft presented for review by the LAFCo Board.

The information in the MSR/ SOI is based on the current status and abilities of the District. It mentions critical items that need to occur for the District to maintain operational stability into the future for each department (power), but does not discuss how to achieve those things.

For the District to add, remove, or change the Powers it has it must apply to LAFCo to do so. The same is true for changes to the District Sphere of Influence (SOI), if the District wants to increase the SOI then application must be made to LAFCo. Both changes to Powers and SOI are not short processes and can drag on for years if other involved agencies do not want to relinquish the area and or Power.

---

**FISCAL IMPACT:**  
Minimal, cost related to staff and legal time related to board comments.

---

PREPARED BY: Kelly Dodds

---



**Administrative Draft**

**San Miguel Community Services District**

**Municipal Service Review  
and Sphere of Influence Study**

Prepared by  
*the San Luis Obispo Local Agency Formation Commission*

Adopted \_\_\_\_\_, 2023



## Acknowledgments

San Luis Obispo LAFCO gratefully acknowledges the time and effort of officials and staff with the San Miguel Community Services District in assisting in the preparation of this report and includes – but not limited to – the following:

Kelly Dodds, General Manager

Scott Young, Fire Chief

Tamara Parent, Board Clerk & Accounts Manager

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## ABOUT LAFCO

### Authority and Objectives

Local Agency Formation Commissions (LAFCOs) were established in 1963 and are considered regional subdivisions of the State of California responsible for providing regional growth management services in all 58 counties. LAFCOs' authority is currently codified under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH) with principal oversight provided by the Assembly Committee on Local Government. LAFCOs are comprised of locally elected and appointed officials with regulatory and planning powers delegated by the Legislature to coordinate and oversee the establishment, expansion, and organization of cities, towns, and special districts as well as their municipal service areas.

### Regulatory Responsibilities

LAFCOs' principal regulatory responsibility involves approving or disapproving all jurisdictional changes involving the establishment, expansion, and reorganization of cities, towns, and most special districts in California. CKH defines "special district" to mean any agency of the State formed pursuant to general law or special act for the local performance of governmental or proprietary functions within limited boundaries. All special districts in California are subject to LAFCO oversight with the following exceptions: school districts; community college districts; assessment districts; improvement districts; community facilities districts; and air pollution control districts. LAFCOs are also tasked with overseeing the approval process for cities, towns, and special districts to provide new or extended services beyond their jurisdictional boundaries by contracts or agreements or annexation. LAFCOs also oversee special district actions to either activate new service functions and service classes or divest existing services. LAFCOs generally exercise their regulatory authority in response to applications submitted by affected agencies, landowners, or registered voters. Recent amendments to CKH also authorize and encourage LAFCOs to initiate jurisdictional changes to form, consolidate, and dissolve special districts consistent with community needs.

## Planning Responsibilities

LAFCOs inform their regulatory actions, in part, through two central planning responsibilities: (a) making sphere of influence determinations and (b) preparing municipal service reviews. With these, and other relevant information in the record, LAFCO makes decisions on a variety of matters, including but not limited to annexations to cities and special districts, city incorporations, activation of powers for special districts, dissolutions of special districts, etc.

### Sphere of Influence (SOI)

A SOI is defined by G.C. 56425 as “...a plan for the probable physical boundary and service area of a local agency or municipality...”. A SOI is generally considered a 20-year, long-range planning tool. LAFCOs establish, amend, and update spheres for all applicable jurisdictions in California every five years, or as necessary. When updating the SOI, LAFCOs are required to consider and prepare a written statement of its determinations with respect to each of the following 5 factors:

- 1) The present and planned land uses in the area, including agricultural and open-space lands.
- 2) The present and probable need for public facilities and services in the area.
- 3) The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
- 4) The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.
- 5) For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, that occurs pursuant to subdivision (g) on or after July 1, 2012, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

SOI determinations have been a core planning function of LAFCOs since 1971. The intent in preparing the written statements is to orient LAFCOs in addressing the core principles underlying the sensible development of local agencies consistent with the anticipated needs of the affected communities.

### **Municipal Service Reviews (MSR)**

MSRs in contrast, are intended to inform, among other activities, SOI determinations. LAFCOs also prepare MSRs regardless of making any specific sphere determinations in order to obtain and furnish information to contribute to the overall orderly development of local communities. When updating a MSR, LAFCOs are required to consider and prepare written statements of its determinations with respect to each of the following 7 factors:

- 1) Growth and population projections for the affected area.
- 2) The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
- 3) Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.
- 4) Financial ability of agencies to provide services.
- 5) Status of, and opportunities for, shared facilities.
- 6) Accountability for community service needs, including governmental structure and operational efficiencies.
- 7) Any other matter related to effective or efficient service delivery, as required by commission policy.

### **LAFCO Decision-Making**

LAFCO decisions are legislative in nature and therefore are not subject to an outside appeal process; only courts can overturn LAFCO decisions. LAFCOs also have broad powers with respect to conditioning regulatory and planning approvals so long as not establishing any terms that directly effects land use density or intensity, property development, or subdivision requirements.

LAFCOs are generally governed by a board comprising of county supervisors, city councilmembers, independent special district members, and representatives of the general public and an alternate member for each category. SLO LAFCO is governed by a 7-member board comprising of two county supervisors, two city council members, two independent special district members, one representative of the general public and an alternate member for each category. All members serve four-year terms and must exercise their independent judgment on behalf of the interests of residents, landowners, and the public as a whole. LAFCO members are subject to standard disclosure requirements and must file annual statements of economic interests. All LAFCOs are independent of local government with their own staff. All LAFCOs, nevertheless, must appoint their own Executive Officers to manage agency activities and provide written recommendations on all regulatory and planning actions before the Commission. In addition, all LAFCOs must also appoint their own legal counsel.

## SLO LAFCO

### Regular Commissioners

Chair Debbie Arnold	County Member
Vice Chair Marshall Ochylski	Special District Member
Jimmy Paulding	County Member
Robert Enns	Special District Member
Steve Gregory	City Member
Ed Waage	City Member
Heather Jensen	Public Member

### Alternate Commissioners

Charles Bourbeau	City Member
Dawn Ortiz-Legg	County Member
Ed Eby	Special District Member
David Watson	Public Member

## Staff

Rob Fitzroy	Executive Officer
Imelda Marquez-Vawter	Analyst
Morgan Bing	Clerk Analyst
Brian Pierik	Legal Counsel

## Contact Information

San Luis Obispo LAFCO's office is located at 1042 Pacific St Suite A in the City of San Luis Obispo. The LAFCO office is open by appointment to discuss proposals or other matters and can be scheduled by calling 805-781-5795. Additional information is also available online by visiting [slo.lafco.ca.gov](http://slo.lafco.ca.gov).

DRAFT



## DISTRICT MSR & SPHERE STUDY

### Overview

This report represents San Luis Obispo LAFCO's scheduled municipal service review for the San Miguel Community Services District (SMCSD), located in northern San Luis Obispo County. The report has been prepared by staff consistent with the requirements of the Cortese, Knox, Hertzberg Act. The purpose of this report is to produce an independent assessment of municipal services in this area over the next five years relative to the Commission's regional growth management duties and responsibilities as established by the State Legislature. This includes evaluating the current and future relationship between the availability, demand, and adequacy of municipal services within the service areas of the SMCSD directly subject to the Commission's oversight. Information generated as part of the report will be used by the Commission in (a) guiding subsequent sphere of influence updates, (b) informing future boundary changes, and – if merited – (c) initiating government reorganizations, such as special district formations, consolidations, and/or dissolutions.

The period for collecting data to inform the Commission's analysis and related projections on population growth and service demands has been set to cover any major updates and changes since the last time the MSR was updated, in 2013. The financial analysis has been set to cover the last five-year budgeted and last five-year audited fiscal year period. The timeframe for the report has been generally oriented to cover the next five to seven-year period with the former (ten years) serving as the analysis anchor as contemplated under State law.

The document outline serves to inform all the state mandated requirements outlined in government code sections 56430 and 56425. Written determinations and recommendations have been included as the concluding chapter of this document.

## At A Glance

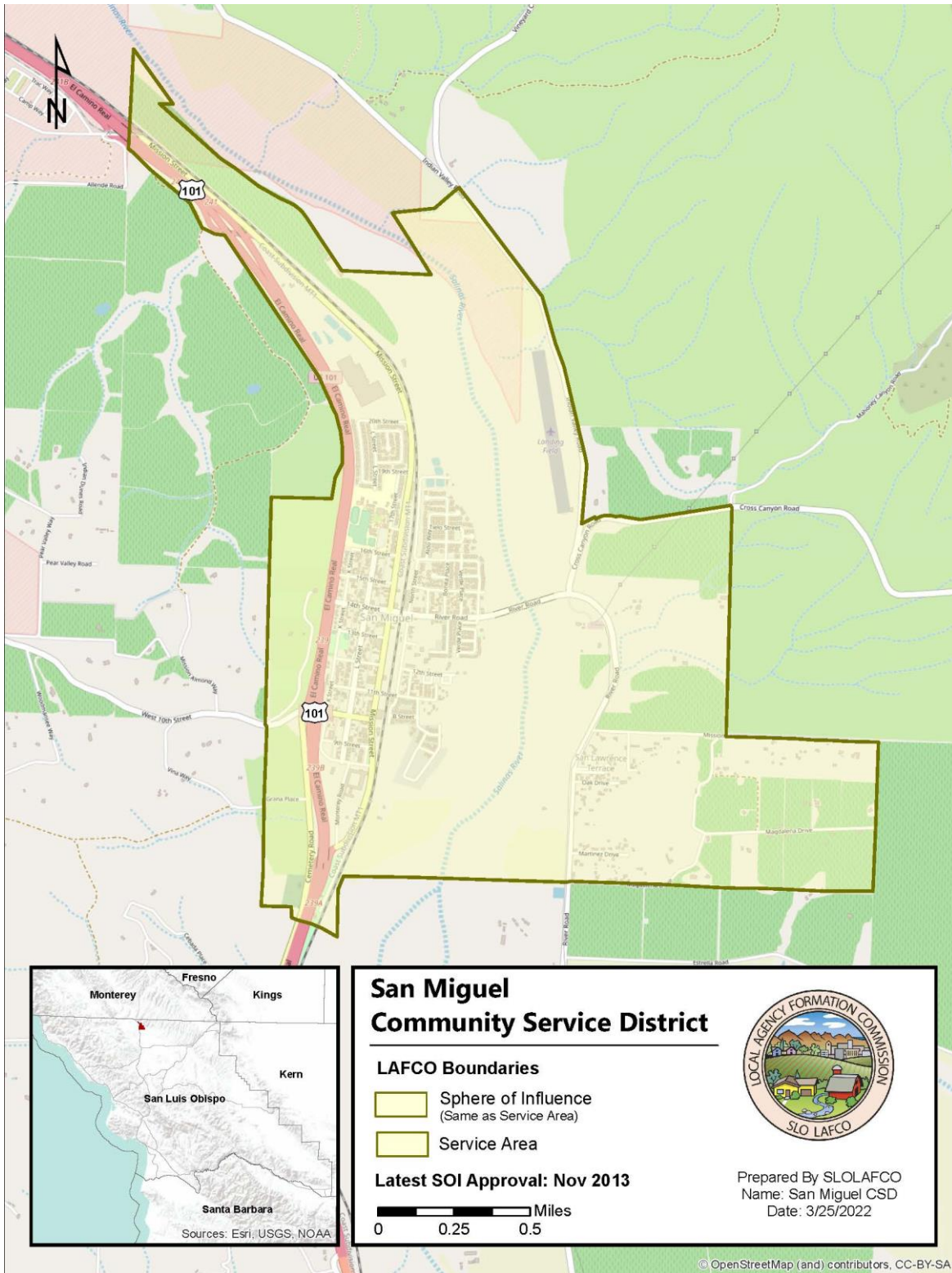
Agency Name	San Miguel Community Services District
Formation	February 1, 2000
Legal Authority	Government Code §61000- 61850
Office Location	1765 Bonita Place, San Miguel, CA 93451
Website	<a href="https://www.sanmiguelcsd.org/">https://www.sanmiguelcsd.org/</a>
General Manager	Kelly Dodds
Employees	8
Public Meetings	Meeting times shall begin at 6:00 PM, every 4 <sup>th</sup> Thursday of each month, unless otherwise noted.
Board of Directors	Five members elected to four-year terms
Active Powers	Water, Wastewater, Street Lighting, Fire Protection, Solid Waste
District Service Area (size)	5.8 square miles
Population Estimate	3,172 <sup>1</sup>
Revenues	\$2,837,400 <sup>2</sup>

<sup>1</sup> US Census, 2020 Decennial Census, San Miguel CDP.

<sup>2</sup> San Miguel Community Services District Operating Budget FY 2022-2023

## Boundary Map

Figure 1: San Miguel Community Services District Boundary Map



## Sphere of Influence

### *Current & Proposed SOI*

SMCSD’s existing sphere of influence is coterminous to the District’s service area boundary. The SMCSD does not wish to make any SOI adjustments at this time; therefore no areas specifically requested by the District, are being studied for possible inclusion into the District.

## Accountability

SMCSD is an independent special district governed by a five-member Board of Directors that are elected to four-year terms. Board members are authorized to receive up to \$100.00 per day of service, limited to six days per month. The Board holds meetings every 4<sup>th</sup> Thursday of each month at 6:00 PM at the San Miguel Senior Center 601 12<sup>th</sup> street, San Miguel, CA 93451. November and December meeting schedules are adjusted so as not to conflict with the Thanksgiving and Christmas holidays. Agendas are posted on the agenda board at the San Miguel Post Office and at the Fire Department, on the SMCSD website, and other social media outlets. Additionally, full agenda packages are sent via email to a maintained email list. Every agenda for a regular meeting provides an opportunity for members of the public to directly address the board.

Table 1: San Miguel CSD Board of Directors

Board Member	Title	Term Expiration
<b>Raynette Gregory</b>	Vice President	December 2020 – December 2024
<b>Anthony Kalvans</b>	Director	December 2020 – December 2024
<b>Rod Smiley</b>	President	December 2022 – December 2026
<b>Owen Davis</b>	Director	December 2022 – December 2026
<b>Berkely Baker</b>	Director	June 2023 – December 2024

The District currently employs 8 full-time staff and 12 paid call employees. SMCSD considers current staffing levels inadequate to provide services within the District’s service area, with anticipated need for additional wastewater treatment plant operators and firefighters within the District. The District reports that all Form 700 financial disclosures are current and that the District maintains active

memberships with several supportive associations including the California Special Districts Association (CSDA), Special Districts Risk Management Authority (SDRMA), National Fire Protection Association (NFPA), International Code Council (ICC), California State Firefighters' Association (CSFA), CalWARN, Rural Community Assistance Corp (RCAC), American Water Works Association (AWWA), California Rural Water Association (CRWA), and American Backflow Prevention Association (ABPA).

SMCSD maintains an up-to-date website in compliance with Senate Bill 929 which contains contact information for the District, the current agenda, financial transaction reports, compensation reports, and an SB 272 Enterprise System catalog. Approved minutes and audio/visual recordings are available for public access.

## Population Profile

According to 2020 US Census data, the San Miguel Census Designated Place (CDP), which largely represents SMCSD, had a population of 3,172<sup>3</sup>. Total housing units were estimated to be 967. The estimated build-out population within San Miguel is 6,829 with an approximate build-out year of 2080<sup>4</sup>. Following these projections, SMCSD is currently about 46 percent built-out.

Table 2 shows the historical, current, and projected populations for the District. Historical and current populations are calculated for the service area based on US Census data and data developed by the County, and projected populations are calculated from the San Luis Obispo Council of Governments (SLOCOG) data.

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<sup>3</sup> US Census, 2020 Decennial Census, San Miguel CDP.

<sup>4</sup> San Luis Obispo Council of Governments, 2050 Regional Growth Forecast for San Luis Obispo County, Figure 11, Buildout Estimates for Communities and Villages in the Unincorporated Planning Area by Planning Area (2010).

Table 2: San Miguel Community Services District Population<sup>5</sup>

Year	Population	% Change
1990	1,123	-
2000	1,420	26%
2010	2,336	65%
2020	3,172	36%
2030	3,039	-4%
2040	3,420	13%
2050	3,476	2%

### *Disadvantaged Unincorporated Communities*

In 2011, SB 244 (Chapter 513, Statutes of 2011) made changes to the CKH Act related to “disadvantaged unincorporated communities,” including the addition of SOI determination number five listed above in the Planning Responsibilities Section. Disadvantaged unincorporated communities, or “DUCs,” are inhabited territories (containing 12 or more registered voters) where the annual median household income (MHI) is less than 80 percent of the statewide annual median household income.

CKH Act Section 56375(a)(8)(A) prohibits LAFCO from approving a city annexation of more than 10 acres if a DUC is contiguous to the annexation territory but not included in the proposal, unless an application to annex the DUC has been filed with LAFCO. The legislative intent is to prohibit selective annexations by cities of tax-generating land uses while leaving out underserved, inhabited areas with infrastructure deficiencies and lack of access to reliable potable water and wastewater services. DUCs are recognized as social and economic communities of interest for purposes of recommending SOI determinations pursuant to Section 56425(c).

<sup>5</sup> US Census Data, San Miguel Community Plan, and San Luis Obispo Council of Governments 2050 Regional Growth Forecast.



The estimated 2021 MHI for San Miguel CDP is \$66,496<sup>6</sup>. This is 78% of the estimated California MHI of \$84,907<sup>7</sup>, therefore the District is considered a DUC. While the community of San Miguel qualifies as a disadvantage community, San Miguel does not have a Sphere of Influence outside of its service area; therefore the necessity to evaluate the present and probable need for public facilities and services adjacent or contiguous to the sphere of influence is not called for. Should future annexations or service extensions be proposed for the SMCSO, special consideration will be given to any potential DUCs affected by the annexation consistent with GC §56375(8)(A).

### *Social or Economic Communities of Interest in the Area*

There are no District relevant social or economic communities of interest in the area served.

### **Present and Planned Land Use**

Land use within the District is subject to the San Miguel Community Plan which is part of and consistent with the County of San Luis Obispo's General Plan. Table 3 summarizes the different land use types within San Miguel Urban Reserve Line and the approximate acreage for each land use type. The County's Land Use Element establishes Urban Reserve Lines (URL), which are boundaries separating urban and non-urban areas, and defines the proper levels of service needed for each. Any changes to an URL requires an amendment to the Land Use Element. In addition, any proposed expansion of an URL is required to be within the Sphere of Influence of the community and any separate service districts. URL amendment proposals are processed by the County.

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<sup>6</sup> American Community Survey 5-Year Estimates, 2021.

<sup>7</sup> American Community Survey, 1 Year Estimates, 2021.

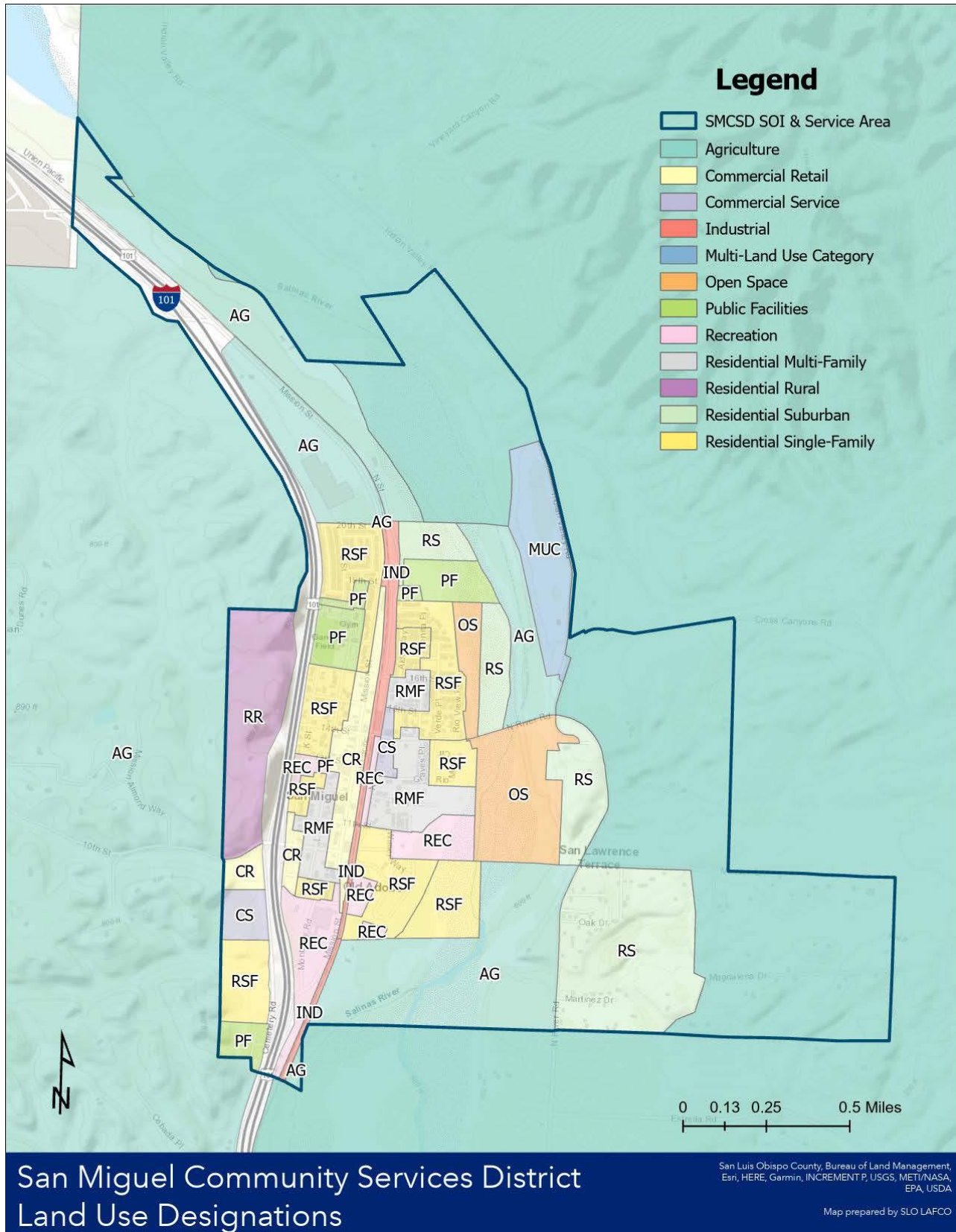
Table 3: San Miguel Urban Reserve Line Land Use Category Acreage

Land Use Category	Acreage
Residential Multi Family	67.45
Residential Single Family	186.11
Residential Suburban	95.13
Commercial Retail	26.19
Commercial Service	34.17
Industrial	18.79
Agriculture	102.73
Open Space	81.49
Public Facilities	26.4
Recreation	32.78
<b>Total</b>	<b>671.24</b>

The map on the following page shows the Land Use Categories (zoning) for the community of San Miguel as established by the San Miguel Community Plan.



Figure 2: San Miguel Community Services District Land Use Designations



## Services & Capacity

### Authorized Services

In January of 2006, Senate Bill (SB) 135 took effect and revised state laws governing community services districts (CSD). SB 135 consolidated the provisions for CSDs into a list of 31 services and facilities and changed the definition of latent powers. The old CSD Principal Act from 1955 required voter approval of latent powers and predated the statewide creation of LAFCO in 1963. With SB 135, all powers authorized for CSDs but not being exercised became latent powers, regardless of the initial formation petition. SB 135 redefined latent powers as those services and facilities authorized by the new CSD Principal Act that a CSD did not provide before January 1, 2006, as determined by LAFCO. Therefore, SB 135 effectively grandfathered in all services and facilities that CSDs provided before January 1, 2006.

Following such legislative changes, SLO LAFCO passed resolution No. 2006-03 to clearly document which powers were being exercised by Districts in SLO County and deemed all other powers, not mentioned in the resolution, as latent. According to LAFCO resolution no. 2006-03, SMCSO's active powers were determined to be as follows: 1) Water, 2) Sewer, 3) Street Lighting, 4) Fire Protection, and 5) Solid Waste.

Government Code § 56425 (i) provides that “[w]hen adopting, amending, or updating a sphere of influence for a special district, the commission shall establish the nature, location, and extent of any functions or classes of services provided by existing districts.” Government Code § 56050.5 defines a latent service or power as “those services, facilities, functions, or powers authorized by the principal act under which the district is formed, but that are not being exercised, as determined by the commission pursuant to subdivision (i) of Section 56425.” Therefore, once the Commission has established what services are being provided pursuant to § 56425 (i), all other services, functions and powers become “latent services or powers” by operation of law.

The last time the Commission adopted a SOI and MSR Update for SMCSO was November 2013. In that update, the Commission determined that SMCSO was authorized to provide the following services:

1. Water
2. Wastewater
3. Street Lighting
4. Fire
5. Solid Waste

This “Services and Capacity” section analyzes present and long-term infrastructure demands and resource capabilities of the local agency. LAFCO reviews and evaluates 1) the resources and services that are currently available, and 2) the ability of the CSD to expand such resources and services in line with increasing demands. An adequate supply of services should be documented to support areas in the sphere, envisioned for eventual annexation and service by a jurisdiction. In this case, the SMCSD SOI is coterminous with the District’s service area boundary and no changes to the SOI are proposed.

## **Water**

SMCSD is authorized to provide water service as it is described in government code section 61100 (a). In addition, pursuant to California Water Code section 10723.8 of the Sustainable Groundwater Management Act of 2014 (SGMA), SMCSD is considered a Groundwater Sustainability Agency (GSA) for a portion of the Paso Robles Groundwater Sub-basin (PR Basin). SMCSD’s role as a GSA allows the District to further continue their efforts in eliminating overdraft in the SMCSD’s portion of the PR Basin while protecting water quality and ensuring future water supply sustainability in the San Miguel area in cooperation with the County of San Luis Obispo and other water supply agencies in the PR Basin. For purposes of this MSR, LAFCO staff will only review SMCSD ability to provide water service as it is described in government code section 61100 (a). For more information on SMCSD’s role as a GSA, please visit the County of San Luis Obispo’s Groundwater Sustainability webpage.

### ***Existing Water Supply***

The SMCSD currently derives its water supply from three water supply wells. These wells are designated as follows:

- Well No. 3, which is located off 12th Street
- Well No. 4, which is located off Bonita Place
- San Lawrence Terrace (SLT) Well, which is located off Martinez Drive

Each of these wells produces groundwater from the Paso Robles Formation which is a significant water bearing unit within the PR Basin. There is evidence that the groundwater levels in the SMCSD area have been declining over recent years, although it is noted that a rise in groundwater levels occurred between 2015-2019, which corresponds to a period of increased rainfall.

An analysis was performed of the historic pumping records for each of the SMCSD water supply wells to estimate the current probable annual production yield. Utilizing the monthly pumping records for the period between January 2017 and December 2019, the average historical annual production for each of the wells was determined and summarized in the table below. The average combined annual production from the three wells is 303-acre feet per year (AFY). Based on well production capacities provided by District staff, the total combined pumping capacity is 1,270 gallons per minute (1.83 MGD). Under the assumption that all wells are pumping for 12 hours per day, 365 days per year, the maximum combined production capacity is 1,024 AFY.

Table 4: SMCSD Average Historical Annual Production<sup>8</sup>

Well	Capacity	Historical Production	Maximum Production
	GPM	AFY	AFY
Well No. 3	450	108	363
Well No. 4	500	192	403
SLT Well	350	3	258
<b>TOTAL</b>	<b>1,270 (1.83 MGD)</b>	<b>303</b>	<b>1,024</b>

### Water Treatment Facility

The only water treatment that the SMCSD performs is disinfection at each of the three well sites. The SMCSD injects liquid sodium hypochlorite solution into the supply prior to discharge into the water distribution system. The three water supply wells show water quality concerns, and the SMCSD continues to monitor the water quality in its supply wells, with specific attention paid to arsenic levels in the SLT Well and radioactive constituents in the ground water supplied by Well No. 3 and 4. The

<sup>8</sup> San Miguel Community Services District, Water & Wastewater Masterplan Update, September 2020.

concentration of arsenic is elevated and periodically exceeds the existing EPA Safe Drinking Water Standard. The SMCSD Water and Wastewater Masterplan recommends installation of an arsenic treatment facility at the SLT Well and identifies estimated project costs and potential funding opportunities for this project.

**Water Storage**

There are two potable water storage facilities within the SMCSD water system, providing a total of 700,000 gallons of storage. The San Miguel tank is located on a hill on the west side of Highway 101. This welded steel tank was constructed in 2008 and has a storage capacity of 650,000 gallons. The SLT is located on a hill on the east side of the Salinas River; this welded steel tank has a storage capacity of 50,000 gallons. This volume is adequate to meet both existing and future development scenarios for operational storage, but it is not adequate to meet fire or emergency storage requirements.

Operational storage is the amount of water needed to equalize the daily supply and demand. Table 5 below summarizes the estimated operational storage requirements for the SMCSD water system.

Table 5: Operational Storage Requirements

Scenario	Existing Conditions	2035 Build-out	2050 Build-out
<b>Average Daily Demand (GAL)</b>	67,500	130,000	160,000
<b>Summer Average Daily Demand (GAL)</b>	95,000	180,000	222,500

Fire storage is the volume of water needed to control an anticipated fire in a building or group of buildings. Based on assessment of fire demand scenarios, there is insufficient storage to support a fire suppression scenario where the existing grain mill is involved in a significant event. The designated fire flow requirement for this facility is 4,500 GPM for four hours and the corresponding fire storage requirement is 1.08 million gallons. Assuming the system storage is at maximum capacity at the start of this event, then the water supply for fire suppression would be completely depleted in

approximately 3 hours. Additionally, the current storage volume is not adequate for meeting the emergency storage requirement for either the 2035 or 2050 build-out scenarios.

Emergency storage is intended to provide for conditions such as extended power outages, pump failures, and similar problems. With the minimum water supply, an emergency storage volume of 50 gallons per capita per day (gpcd) for three days is accepted as a reasonable value. Table 6 summarizes the estimated emergency storage requirements for the SMCSD water system.

Table 6: Emergency Storage Requirements

Scenario	Existing Conditions	3-Year Build-out	Long Term Build-out
50 gpcd x 3 days	423,150	799,650	986,100

The SMCSD 2022-2027 Strategic Plan identifies plans to design and build a new SLT water storage tank and pump station to address evidence of age and localized corrosion and increase storage capacity. In addition, the site of the 650,000 gallon San Miguel tank has space reserved for an additional 650,000 gallon storage tank to be constructed. As the population of San Miguel increases, it is recommended that the SMCSD proceed with investigations and preliminary design study to increase operational, fire, and emergency storage capacity.

**Existing Water Demand**

Based on a review of data from the past several years, it was determined that the water demand conditions increased significantly in late 2016, due to completion of several new residential housing developments, then showed no significant changes through June 2020. In 2018, the SMCSD implemented a rate increase. Water usage has flattened since that time, which is believed to be related to the higher cost of water to the customer.

In March 2020, SMCSD was providing service to 900 water connections. For the purposes of estimating existing demands on the water distribution system, daily flow data from the period of July 2017 through June 2020 was used. In 2020, the combined production capacity of all three wells was approximately 1270 GPM (1.83 MGD). The combined capacity exceeds average daily demand (ADD) by approximately



1.56 MGD, therefore under existing conditions, there is sufficient water production to meet water demands. The table below depicts water demand for existing conditions.

Table 7: Water Demand for Existing Conditions

Water Demand Scenario	Flow (MGAL/Day)
Average Daily Demand	0.27
Summer Average Daily Demand	0.38
Maximum Daily Demand	0.55
Peak Hour Demand	0.96
<b>Production Capacity<sup>9</sup></b>	<b>1.83</b>
<b>Estimated Population Served</b>	<b>2,821</b>
<b>Estimated Number of Water Meter Connections</b>	<b>924</b>

### *Future Water Demand*

An analysis was performed to estimate the future water demands on the SMCSD water system using two water demand scenarios including high growth probability conditions (2035) and medium growth probability conditions (through 2050)<sup>10</sup>. As previously stated, in 2020 the combined production capacity of all three wells was approximately 1.83 MGD. Under medium probability development (2050) ADD conditions, the combined capacity exceeds demand by approximately 1.2 MGD. Additional capacity may be necessary to meet peak hour demand for future demand. Furthermore, the disruption of service to any of these wells could result in the inability of the District to meet future customer water requirements. District’s Water and Wastewater Master Plan identifies recommended water system capital improvements required to meet future conditions and anticipated growth within the CSD boundary. The SMCSD is currently proposing a water rate increase based off a recently updated water rate study. The proposed water rate increases would support operating and maintenance needs and provide adequate funding for capital improvements that will support safe and reliable service. The following table shows the projected water demand for each respective scenario.

<sup>9</sup> San Miguel Community Services District, Water & Wastewater Masterplan Update, September 2020.

<sup>10</sup> San Miguel Community Services District, Water & Wastewater Masterplan Update, September 2020.

Table 8: Future Water Demand

Water Demand Scenario	Flow (MGAL/Day)	
	2035	2050
<b>Built-out Year</b>		
Average Daily Demand	0.52	0.64
Summer Average Daily Demand	0.72	0.89
Maximum Daily Demand	1.04	1.28
Peak Hour Demand	1.82	2.24
<b>Production Capacity</b>	1.83 MGD	
<b>Estimated Population Served</b>	5,331	6,574
<b>Estimated Number of Water Meter Connections</b>	1,647	2,002

## Wastewater

### Wastewater Treatment Facility

SMCSD is authorized to provide wastewater service as it is described in government code section 61100 (b). Only the main area of the San Miguel community (i.e. the portion of the SMCSD service area that is located on the west side of the Salinas River) is currently served by sanitary sewer collection infrastructure. The parcels within the SMCSD service area, which are located on the east side of the Salinas River, are currently served by on-site wastewater treatment systems (OWTS). In the main zone (i.e. west side of the Salinas River), there are currently six OWTS and in the SLT area there are a total of 65 OWTS. There are provisions to accommodate a carrier pipe for a new sanitary sewer in the River Road bridge crossing of the Salinas River, should the need arise in the future. As for the six OWTS systems in the main zone, it is planned that these will be served by the existing sanitary sewer collection system in the future.

The existing wastewater treatment plant (WWTP) underwent a significant upgrade in the late 1990s and again in 2000, bringing its current and permitted capacity to 200,000 GPD (0.2 MGD). The current WWTP comprises four partially mixed aerated lagoons in series (though the first two lagoons are piped to also operate in parallel) and three percolation ponds. The SMCSD is nearing the treatment capacity of the existing WWTP. The SMCSD currently treats an average of approximately 150,000 GPD (0.15



MGD), with occasional daily flow volumes which exceed the treatment capacity of the WWTP. The SMCSD acknowledges that the existing WWTP is reaching capacity and requires an expansion and upgrade.

In June 2018, the Central Coast Regional Water Quality Control Board (CCRWQCB) issued a letter to SMCSD in which they informed the District that they should immediately proceed with the planning an engineering of the expansion of the existing WWTP. In addition, the SMCSD Board of Directors understands the expansion or the WWTP must also be in compliance with the requirements of SGMA. The SMCSD is currently in the process of planning and designing the expansion and renovation of the District’s WWTP with the goal of meeting all existing and anticipate regulatory requirements and the needs of the District’s customers over the next 30-years. According to the 2022-2027 Strategic Plan funding applications are anticipated for completion by late 2023 with construction anticipated to be completed by early 2024.

**Existing Wastewater Capacity**

As of 2020, the District provided wastewater collection and disposal services to approximately 782 sewer connections<sup>11</sup>. The existing average daily flow was estimated at 0.15 MGD. Table 9 below summarizes the existing wastewater flow design parameters for the existing conditions.

Table 9: Existing Wastewater Flow

Wastewater Flow Scenario	Flow (MGAL/Day)
Average Daily Flow (ADF)	0.150
Maximum Day Dry Weather Flow (MDDWF)	0.188
Maximum Day Wet Weather Flow (MDWWF)	0.225
Peak Hour Wet Weather Flow	0.525
<b>Estimated Population Served</b>	2,621
<b>Estimated Number of Sewer Connections</b>	803

**Future Wastewater Capacity**

<sup>11</sup> San Miguel Community Services District, Water & Wastewater Masterplan Update, September 2020.

The 2020 SMCSO Water and Wastewater Masterplan Update utilized data from various sources to estimate existing and future WWTP flow conditions for 2020, 2025, 2035, and 2050. A summary of the future WWTP flow projections is provided here.

Table 10: Projected Flow

Flow Condition	Peaking Factor	Existing Flow (MGD)	2025	2035	2040	2050
Average Daily Flow	--	0.150	0.258	0.346	0.372	0.427
Maximum Day Dry Weather Flow	1.25	0.188	0.323	0.433	0.465	0.534
Maximum Day Wet Weather Flow	1.5	0.225	0.387	0.520	0.558	0.641
Peak Hour Wet Weather Flow	3.5	0.525	0.903	1.213	1.301	1.495
Estimated Population Served	--	2,620	3,970	5,330	5,720	6,570
Estimated Number of Sewer Connections	--	782	1,170	1,480	1,600	1,840
Annual Discharge AC-FT	--	170	290	390	420	480
Annual Discharge AC-FT	--	210	330	430	460	520

### Street Lighting

SMCSO is authorized to provide street lighting service as it is described in government code section 61100 (g). SMCSO provides street lighting service to the District through a contract with the Pacific Gas and Electric Company (PG&E). With the exception of decorative streetlights along Mission Street, PG&E installs, maintains, and operates all streetlights in the District, all of which are funded through property tax. The District is interested in establishing a master plan for the lighting department and are currently working towards installation of additional streetlights in high traffic and high crime areas.

As part of their street lighting power, SMCSO is authorized to acquire, construct, maintain, and improve landscaping on public property, public rights-of-way, and public easements. Currently, the District manages landscaping on a three-block section of Mission Street in downtown San Miguel, and for the

gateway signs on each end of Highway 101. The SMCSD Board has expressed interest in expanding landscaped areas in the future.

## Fire Protection

SMCSD is authorized to provide fire service as it is described in government code section 61100 (d). The San Miguel Fire Department was established on December 24, 1888, and functioned as a Fire Protection District for approximately 113 years utilizing a variety of locations throughout the community as a fire station. In 2000, SMCSD was formed by a reorganization that combined the volunteer San Miguel Fire Protection District, San Miguel Sanitary District, County Waterworks District #1, and San Miguel Lighting District.

San Miguel Fire is an All-Risk Department servicing District residents in addition to providing Automatic Aid to the adjacent County's unrepresented areas, the County as a whole, Camp Roberts, Paso Robles, and other municipalities throughout the County of San Luis Obispo. The San Miguel Fire Department also participates in the Governor's Office of Emergency Services (OES) Master Mutual Aid Agreement throughout the State.

## Staffing & Personnel

The fire department currently has a full-time Fire Chief and relies on Paid Call Firefighters (PCFs) for staffing. There are no firefighters on duty at the fire station. SMCSD is dependent on community members volunteering for PCF positions. Although the District has been effective at recruiting community members to date, this model may become unsustainable in the future due to increases in response demand and changes in training requirements. According to SMCSD staff, it is believed that incident activity exceeding 500 calls per year will cause a negative impact on PCF response<sup>12</sup>.

The Department is currently planning on enhancing its staffing patterns by utilizing PCFs to fill part-time Company Officer staffing positions and ultimately move to full-time staffing by adding up to 3

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<sup>12</sup> Special Districts Fire Protection Study for County of San Luis Obispo, November 2018.

Captains, 3 Engineers, and 3 Firefighters into full-time positions. SMCSD's 2022-2027 Strategic Plan outlines plans to enhance fire department staffing in order to respond to new housing development and future demand.

### ***Capital Facilities & Equipment***

In 1999, the San Miguel Fire Department began construction on a new fire station located at 1150 Mission Street using grant funding. The project was completed in 2000 and upon completion of the new fire station, the newly formed CSD and its staff moved into the station utilizing most of the available office space originally planned for fire department use<sup>13</sup>. The Fire Department is currently beyond workspace capacity due to limited office space, increased staff, and utilizing a floor plan that was not designed to support the functions currently performed within the space. The Fire Station as configured lacks the ability to provide housing accommodations for Department Members necessary to provide onsite 24-hour Firefighter coverage beyond the provided Duty Officer coverage, as well as lacks office space for Department Personnel, proper equipment storage, records storage, plan room, and medical supply storage as necessary.

The San Miguel Fire Department currently maintains one Type 1, one Type 3, and one Type 6 engine, in addition to two command vehicles, and one utility vehicle. The 2019 Pierce Type 3 Fire Engine has a 10-year lease to own financial agreement. SMCSD's 2022-2027 Strategic Plan outlines several objectives to meet the growing demands of the department including installation and use of temporary housing unit/Sheriff's Beatstation, planning and completion of a new apparatus bay, and a remodel of the fire station. Completion of these objectives would enhance response times and improve capacity to accommodate staff.

### ***Service Delivery & Performance***

In 2022, the department responded to 339 calls, for an average of approximately 28 calls per month. Of the 339 calls, 89 of the calls were for service outside of the SMCSD boundary. The County Fire Strategic Plan Level of Service Analysis recommends a minimum of an "Urban Service Level" for San

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<sup>13</sup> San Miguel Fire Department District Expansion Memo, March 31, 2022.

Miguel which equates to a 7-minute response time for 90% of the District. SMCSO can cover 95% of the District in 7-minute response time, and 100% of the District in less than 8-minutes<sup>14</sup>. SMCSO occasionally experiences long response delays or no response from PCFs. Table 12 below illustrates average travel, dispatch, turnout, and response times for areas within the SMCSO boundary in 2022. It is important to note that the District utilizes San Luis Obispo County Emergency Communication Council (ECC) for dispatch services and therefore SMCSO does not have access to data in regards to when the call was received to time of dispatch.

Table 11: 2022 Average (Dispatch-Turnout-Response) Times per Zone

Zone	Average Travel	Average Dispatch	Average Turnout	Average Response
Casa Blanca Mobile Home Park	1:42	0:00	2:57	4:40
Camino Del Rio	2:25	1:50	2:47	7:02
CSD Limits	1:46	0:05	2:08	4:23
Jazzy Town	1:25	0:00	3:10	4:35
Lillian Larson School	2:00	0:00	1:07	3:07
Mission Heights	4:22	2:30	1:52	8:37
Mission Meadows	2:48	0:00	2:58	5:47
Peoples Self Help Housing	2:49	0:22	1:29	4:40
San Miguel Fire	1:00	0:03	0:53	1:56
San Lawrence Terrace	1:37	0:00	1:37	4:52
White Oaks Mobile Home Park	2:15	1:00	1:30	4:45
<b>Overall Average</b>	2:11	0:31	2:02	4:56

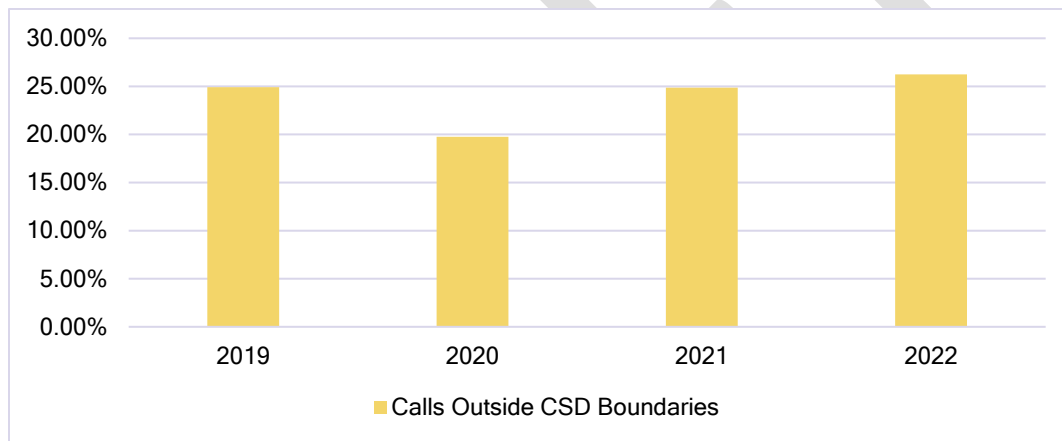
San Miguel is an isolated community with no close fire agency neighbors. Automatic aid is provided by Camp Roberts-CA National Guard Fire Department, 5 miles north with a response time of 13 minutes. The next closest mutual aid fire stations are City of Paso Robles, 10 miles south; County Fire Station 30,

<sup>14</sup> Special Districts Fire Protection Study for County of San Luis Obispo, November 2018

12 miles south; and County Fire Station 52, 14 miles away. City of Paso Robles apparatus have 15 minute response time; Station 30 has a response time of 16 minutes, and Station 52’s response time is 19 minutes.

The San Miguel Fire Department currently provides emergency services through automatic aid responses to residents in the surrounding areas outside of SMCSD boundaries. As described above, 89 or 26% of the calls responded to in 2022 were for service outside of the SMCSD boundary. During these responses, San Miguel Fire is typically the first on scene and cancels the Cal Fire incoming resources prior to arrival. Figure 3 depicts the percentage of calls SMCSD responded to outside of the District’s boundaries for the past four years.

Figure 3: Calls Outside SMCSD Boundary



Due to SMCSD’s current service area boundaries, the San Miguel Fire Department is unable to collect funding through property tax from the areas they service outside of the District<sup>15</sup>. In response, as part of the 2022-2027 Strategic Plan the District has identified the objective of completion of the redistricting process which would involve divestiture of SMCSD’s fire protection services and formation of a new San Miguel Fire District, allowing the proposed Fire District to provide emergency services to SMCSD existing boundary and underserved communities outside of SMCSD boundaries while simultaneously collecting funding from those areas. Further analysis outside of the scope of this MSR would be required to determine the feasibility of this action. If the involved parties choose to proceed,

<sup>15</sup> San Miguel Fire Department District Expansion Memo, March 31, 2022.

application to LAFCO for both divestiture of fire protection service and formation of the San Miguel Fire District would be required.

## Solid Waste

SMCSD is authorized to provide solid waste service as it is described in government code section 61100 (c). SMCSD is the solid waste authority and has a Franchise Agreement with San Miguel Garbage Company to provide solid waste services within the District. The current agreement expires February 1, 2036. The agreement allows the San Miguel Garbage Company to include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services (refuse collection, disposal and recycling activities). Funding for solid waste collection and disposal activities comes primarily from fees charged to residents.

## Shared Facilities

There are opportunities for continued shared relationships between agencies for services within the SMCSD boundary. At present, the distinction between District and County services in the area is clear. Opportunities for increased coordination may include:

- Roadway connections and utilities
- Water Supply Projects
- Coordination of water and sewer issues regarding new development
- Additional Automatic Aid support from County Fire
- Cooperation with County Fire for use of a County water tender

## Finance

### District Budget

The District adopts a budget each year and it is used as the spending plan for the District. The budget provides a framework for the District to address the following issues: reserves, revenues, expenditures, transfer authority, fiscal management, investments, capital improvements, rates and fees. The SMCSD Budget is divided into the following Fund categories:

1. **Water Fund:** This fund accounts for the operation and maintenance of the District’s water distribution system. The water department is responsible for the operation and maintenance of three groundwater supply wells providing treatment, monitoring, and distribution services. All water related revenue and expense is presented in its own section of the budget.
2. **Wastewater Fund:** This fund accounts for the operation and maintenance of the District's wastewater systems. All wastewater related revenue and expense is presented in its own section of the budget.
3. **Fire Fund:** This fund accounts for activities of the Fire Station. The fire department provides fire suppression, emergency paramedic services, and fire prevention including public education. All fire related revenue and expense is presented in its own section of the budget.
4. **Streetlights Fund:** This fund accounts for activities for the maintenance of the streetlights in SMCSD. All street lighting related revenue and expense is presented in its own section of the budget.
5. **Solid Waste Fund:** The solid waste department is only funded through franchise fees. All solid waste related revenue and expense is presented in its own section of the budget.

The table below represents the District’s operating total expense for the 5 most recent adopted budgets. Data was pulled from the annual District budgets for each corresponding FY.

Table 12: Operating Expense

Category	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
<b>Total Operating Expense</b>	\$ 2,064,760	\$ 2,297,805	\$ 2,430,218	\$ 3,051,086	\$ 2,767,821

### Revenues

The District is funded by the five Fund categories listed above, each of those categories receives revenue from service fees, inspection fees, property taxes, interest, use of reserves etc. The total revenue amounts for the 5 most recent adopted budgets are documented in the table below:

Table 13: Revenue

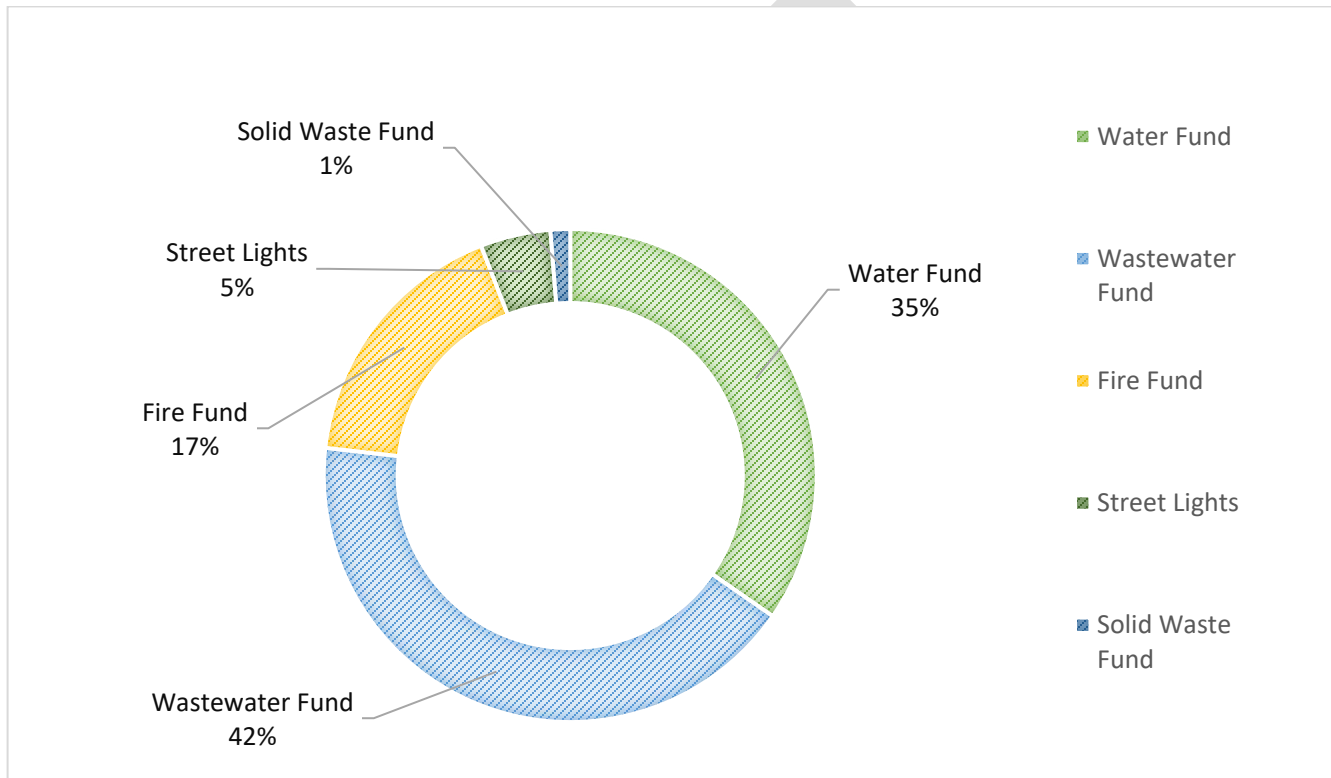
Category	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
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<b>Total Revenue</b>	\$ 2,228,376	\$ 2,597,374	\$ 2,767,593	\$ 3,054,834	\$ 2,837,400
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Overall, SMCSD operating expenses do not exceed their revenue. LAFCO used SMCSD’s most recent adopted budgets to determine the average primary source of revenue over the past 5-years. About 42% of the District’s revenue comes from the Wastewater Fund and about 35% from the Water Fund, which combined is 77% of the Districts total revenue source. As seen in the pie chart below:

Figure 4: Revenue Source



**Revenue Trend Analysis**

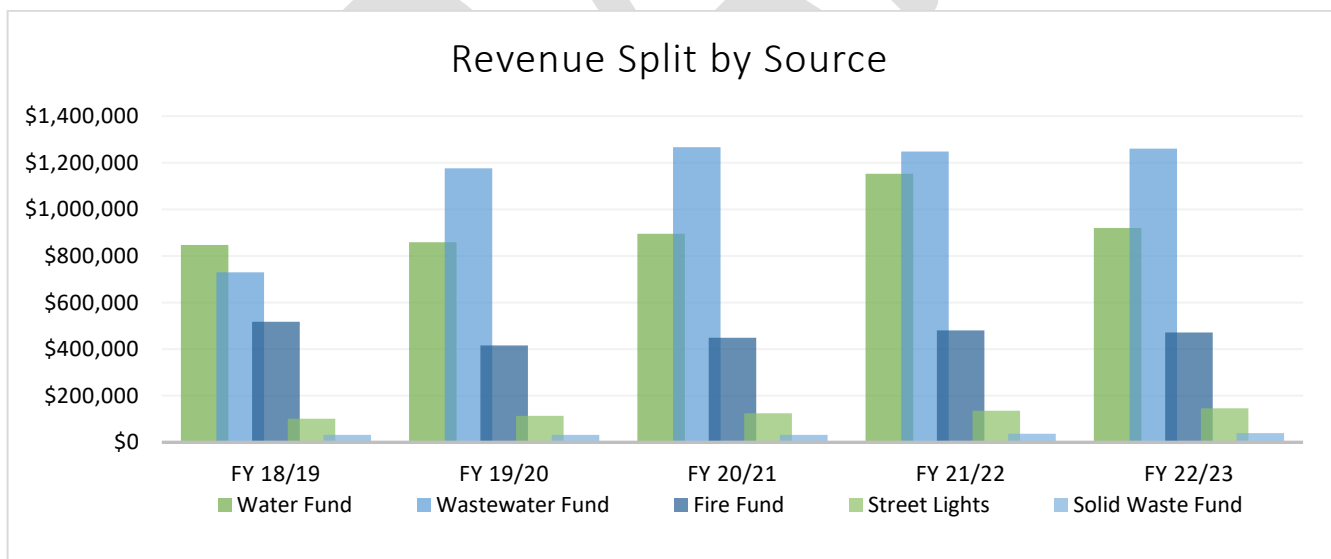
The bar graph below represents revenue sources by year. As depicted, the water fund was the primary source of revenue in FY 18/19 and thereafter the wastewater fund took the lead as primary source of revenue throughout the following 4 years, with a slight increase each year. Similarly, the wastewater fund was the second highest revenue source in FY 18/19 and thereafter the water fund took the lead as second highest revenue, with a slight decrease between FY 21/22 to FY 22/23. Water and wastewater are enterprise funds which receive mostly user fees; however the wastewater department

also receives property tax. The Street Lighting department is solely funded by property tax. The solid waste department is only funded through franchise fees. The Fire department receives most of its funding through property taxes. All of the departments receive funding through federal and state grants, mainly on a project basis.

Annual increases to the user fees are currently adequate to maintain existing services and to cover operating expenses for the water and wastewater departments. The property taxes collected are sufficient to fund current operations in lighting, however they will not cover any additional services. The Fire Department requires additional funding, aside from the aforementioned property tax, in order to provide full time Firefighter staffing.

Franchise fees, water and wastewater rates were last revised in 2022. SMCSD completed a new water rate study which is anticipated to be considered by the SMCSD Board mid-2023 and would be followed by Proposition 218 requirements.

Figure 5: Revenue Split by Source



### Financial Statements / Audits

SMCSD hires an outside accounting firm to perform the annual audit in accordance with established governmental accounting standards. This includes auditing SMCSD’s statements with respect to

verifying overall assets, liabilities, and net position. These audited statements provide quantitative measurements in assessing SMCSD’s short and long-term fiscal health with specific focus on delivering its active service functions. The five most recent audited budgets were used to conduct an evaluation of the District’s Financial Health; separated into three categories (Agency Assets, Agency Liabilities, and Agency Net Position). Financial Conclusions have also been included, based on the most recent audited Fiscal Year ending on June 30, 2021.

**Agency Assets**

Agency assets provide current, future, or potential economic benefit for the entity. An agency asset is therefore something that is owned by the agency, or something that is owed to the agency. In this section agency assets will be reviewed in two separate categories as defined below:

- 1) *Current Assets*: cash and other assets that are expected to be converted to cash within a year.
- 2) *Non-Current Assets*: are long-term investments that are not expected to become cash within an accounting year.

SMCSD’s audited assets at the end of FY 2020-2021 totaled to \$11.961 million and are 22% higher than the average year-end amount of \$9.364 million documented during the previous five-year audited period. Assets classified as current, with the expectation they could be liquidated within a year, represented 41% of the total amount for that FY, or \$4.903 million, and primarily tied to cash and investments. Assets classified as non-current make up the remainder of the total, \$7.057 million, and primarily attributed to property, plant, and equipment capital. Overall, all assets for SMCSD have increased by 39% over the corresponding 5-year audited period.

Table 14: Audited Assets

Category	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	5-yr % Change	5-yr Average
<b>Current Assets</b>	2,256,174	1,774,797	1,883,263	3,076,372	4,903,626	117%	2,778,846
<b>Non-Current Assets</b>	6,335,518	6,711,838	6,548,057	6,272,796	7,057,880	11%	6,585,218
<b>Total Assets</b>	<b>8,591,692</b>	<b>8,486,635</b>	<b>8,431,320</b>	<b>9,349,168</b>	<b>11,961,506</b>	<b>39%</b>	<b>9,364,064</b>

**Agency Liabilities**

An agency liability is something the agency owes, usually a sum of money. Liabilities are settled over time through the transfer of economic benefits including money, goods, or services. In this section agency liabilities will be reviewed in two separate categories as defined below:

- 1) Current Liabilities: are an agency's short-term financial obligations due to be paid within a year.
- 2) Other Non-Current Liabilities: are an agency's long-term financial obligations that are due more than a year away.

SMCSD's audited liabilities at the end of FY 2020-2021 totaled \$2.312 million and were 12% higher than the average year-end amount of \$2.032 million documented during the previous five-year audited period. Liabilities classified as current and representing obligations owed in the near-term account for 8%, or \$186 thousand, of the total liabilities in that FY and largely tied to accounts payable fees. Non-current liabilities represent the remaining total, or \$2.126 million, and are largely tied to payments on liabilities due in more than one year. Some Long-Term liabilities can be attributed to a Water Department loan through the US Department of Agriculture for a water storage tank that was built in 2009 and Fire Department loans for Fire Engines and Temporary Housing Unit Project loan with Holman Capital Corporation (once the Station Renovation Project is completed the Unit shall be sold providing additional funding for complete loan repayment). Overall, all liabilities have increased by 13% over the corresponding 5-year audited period.

Table 15: Audited Liabilities

Category	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	5-yr % Change	5-yr Average
<b>Current liabilities</b>	244,237	246,627	160,490	105,969	186,281	-24%	188,721
<b>Non-Current Liabilities</b>	1,811,189	1,852,346	1,725,320	1,705,868	2,126,318	17%	1,844,208
<b>Total Liabilities</b>	<b>2,055,426</b>	<b>2,098,973</b>	<b>1,885,810</b>	<b>1,811,837</b>	<b>2,312,599</b>	<b>13%</b>	<b>2,032,929</b>

**Agency Net Position**

The agency net position is the difference between (1) total assets, and (2) total liabilities. Net position should be displayed in three categories which focus on the accessibility of the underlying assets:

- Net investment in capital assets
- Restricted for Debt Service
- Unrestricted

SMCSD’s audited net position or equity at the end of FY 2020-2021 totaled \$9.778 million and represents the difference between the District’s total assets and total liabilities. The most recent year-end amount is 24% higher than the average year-end sum of \$7.416 million, documented during the previous 5-year audited period. More than half of the ending net investment 55%, or \$5.411 million, is tied to capital assets with the remainder categorized as restricted for debt service, at \$3.351 million, and \$1.014 million as unrestricted. Overall, the net position for SMCSD has increased by 48% through the corresponding 5-year audited period.

Table 16: Audited Net Position

Category	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	5-yr % Change	5-yr Average
<b>Net Investment in Capital Assets</b>	4,726,154	5,198,434	5,177,518	4,962,076	5,411,976	15%	5,095,232
<b>Restricted for Debt Service</b>	2,025,221	2,102,304	1,845,310	2,149,635	3,351,873	66%	2,294,869
<b>Unrestricted</b>	(153,848)	(843,339)	(398,483)	510,878	1,014,318	-759%	25,905
<b>Total Net Position</b>	<b>6,597,527</b>	<b>6,457,399</b>	<b>6,624,345</b>	<b>7,622,589</b>	<b>9,778,167</b>	<b>48%</b>	<b>7,416,005</b>

**Financial Conclusions**

Statements made in this section help explain financial trends that have been identified in the tables above. It is also important to note that the District's audits do not express an opinion or provide any assurance on information because the limited analysis/procedures do not provide sufficient evidence. The District's net position, the difference between assets and liabilities, is one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. SMCSD's net position has increased over the last 5-year audited period ending at 9.778 million in FY 2020-2021 with a 5-year average of 7.416 million.

Other nonfinancial factors, such as changes in the District's property tax base (described further in this paragraph) and the condition of the District's assets (described in the "Agency Assets" portion of the Finance Section) should also be considered to assess the overall health of the District. The County levies, bills, and collects property taxes and special assessments for the District. Property taxes levied are recorded as revenue in the fiscal year of levy, due to the adoption of the "alternate method of property tax distribution," known as the Teeter Plan, by the District and the County. The Teeter Plan authorizes the Auditor/Controller of the County to allocate 100% of the secured property taxes billed, excluding unitary tax (whether paid or unpaid). The County remits tax monies to the District every month and twice a month in December and April. The final amount which is "teetered" is remitted in August each year. The Wastewater, Lighting, and Fire Funds receive funding from District property taxes.

Overall, SMCSD's operating expenses do not exceed their revenue. The District remains dependent on property taxes, standby charges, and in some cases grants, to fund their operations. All assets have increased by 39%, liabilities have increased by 13%, and the net position for SMCSD has increased by 48% over the last 5-year audited period (FY 16-17 through FY 20-21).

## DETERMINATIONS

### Service Review Determinations per Government Code Section 56430

As set forth in Section 56430(a) of the CKH Act- In order to prepare and to update the SOI in accordance with Section 56425, the commission shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the commission. The commission shall include in the area designated for a service review the county, the region, the sub-region, or any other geographic area as is appropriate for an analysis of the service or services to be reviewed, and shall prepare a written statement of its determinations with respect to each of the following:

**1. Growth and population projections for the affected area**

- a. Currently, the estimated population of SMCSD is 3,172. With an estimated build-out population of 6,829, SMCSD is currently 46% built out and could reach full build out by 2080.

**2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence**

- a. The estimated 2021 Median Household Income for San Miguel CDP is \$66,496 which is 78% of the estimated MHI for California. Therefore, SMCSD qualifies as a DUC.
- b. The District may wish to consider conducting a community survey, that could, in part, more accurately determine the MHI and characteristics of the community. This information may be helpful with regard to eligibility for grant funding and other planning efforts.

**3. Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies**

- a. **Water** | SMCSD is authorized to provide water service as it is described in government code section 61100 (a). The SMCSD derives its water supply from three water supply wells. The average combined annual production from the three wells is 303 AFY. The combined production capacity when all three existing wells are in service is adequate to meet the existing and future demands of SMCSD. The three water supply wells show water quality concerns, and the SMCSD continues to monitor the water quality in its

supply wells, with specific attention paid to arsenic levels in the SLT Well and radioactive constituents in the ground water supplied by Well No. 3 and 4. There are two potable water storage facilities within the SMCSD water system, providing a total of 700,000 gallons of storage. This volume is adequate to meet both existing and future development scenarios for operational storage, but it is not adequate to meet fire or emergency storage requirements. The District is currently proposing water rate increases which would support operating and maintenance needs and provide adequate funding for capital improvement projects that would support safe and reliable water service. LAFCO determines that SMCSD has capability and capacity to adequately meet existing water demand and some level of increased future water demand as capital improvement projects are completed.

- b. **Wastewater** | SMCSD is authorized to provide wastewater service as it is described in government code section 61100 (a). Only the main area of SMCSD is currently served by sanitary sewer collection infrastructure with parcels on the east side of the Salinas River currently served by on-site wastewater treatment systems. The existing Wastewater Treatment Plant is nearing treatment capacity, and the SMCSD is currently in the process of planning and designing the expansion and renovation of the District's WWTP with the goal of meeting all existing and anticipate regulatory requirements and the needs of the District's customers over the next 30-years. SMCSD's Water and Wastewater Master Plan identifies planned improvements for the WWTP as well as potential funding opportunities for the project. LAFCO determines that SMCSD is nearing the treatment capacity of the existing WWTP and that the existing WWTP requires an expansion and upgrade to meet existing and future wastewater demand.
- c. **Street Lighting** | SMCSD is authorized to provide street lighting service as it is described in government code section 61100 (a). SMCSD provides street lighting services to the District through a contract with the Pacific Gas and Electric Company. The District also provides landscaping service to a limited area of the District. LAFCO determines that SMCSD has capability and capacity to adequately provide street lighting service.



- d. **Fire Protection** | SMCSD is authorized to provide fire protection service as it is described in government code section 61100 (a). San Miguel Fire is an All-Risk Department servicing District residents in addition to providing Automatic Aid to the adjacent County's unrepresented areas. The fire department currently has a full-time Fire Chief and relies on Paid Call Firefighters (PCFs) for staffing. The Fire Department is currently beyond workspace capacity due to limited office space, increased staff, and utilizing a floor plan that was not designed to support the functions currently performed within the space. In 2022, the department responded to 339 calls, 89 of which were for service outside of SMCSD's boundaries. SMCSD can cover 95% of the District in 7-minute response time, and 100% of the District in less than 8-minutes, which is within the County's recommended "Urban Service Level". It is believed that incident activity exceeding 500 calls per year will cause a negative impact on PCF response. To better serve underserved communities outside of SMCSD while collecting funding for service, District staff have expressed interest in exploring the idea of a formation of a new San Miguel Fire District. Further analysis is necessary to determine feasibility. LAFCO determines that SMCSD has capability and capacity to adequately provide fire protection service, however as population grows and utilization rates increase, additional staffing and improvements to capital facilities and equipment may be necessary to improve the delivery of services to the District.
- e. **Solid Waste** | SMCSD is authorized to provide solid waste service as it is described in government code section 61100 (a). SMCSD is the solid waste authority and has a Franchise Agreement with San Miguel Garbage Company to provide solid waste services. LAFCO determines that SMCSD has capability and capacity to adequately provide solid waste services.

#### 4. Financial ability of agencies to provide services

- a. SMCSD appears to have adequate annual revenue and fund balance to provide the services that it currently provides. At the end of fiscal year 2020-2021, the SMCSD had approximately \$55.173 million in cash and long-term investments.

- b. SMCSD's net position has increased over the last 5-year audited period ending at 9.778 million in FY 2020-2021 with a 5-year average of 7.416 million. SMCSD is financially stable despite increasing costs and limited revenues. Franchise fees, water, and wastewater rates were last revised in 2022. SMCSD completed a new water rate study and is proposing to gradually phase in water rate increases over the next 5 years to support operating and maintenance needs and to provide funding for capital improvements. LAFCO determines that SMCSD is financially stable.

**5. Status of and, opportunities for, shared facilities**

- a. The development of areas within the SMCSD service boundary may lead to shared infrastructure with the County; (i.e. roads and streets are a County function), Sheriff services, and parks and recreational facilities. The potential to create shared relationships for providing some services is suggested and may be appropriate when providing certain services.
- b. At present, the distinction between District and County services with the service boundary is clear. Opportunities for increased coordination may include additional automatic aid and use of a County water tender from County Fire.

**6. Accountability for community service needs, including governmental structure and operational efficiencies**

- a. SMCSD is governed by a five-member Board of Directors that are elected to four-year terms. Regularly scheduled monthly Board meetings are held and all meetings are open to the public and are publicly posted a minimum of 72 hours prior to the meeting in accordance with the Brown Act.
- b. SMCSD maintains an up-to-date website which contains District information, documents, and updates.
- c. SMCSD considers current staffing levels inadequate to provide services within the District's service area, with anticipated need for additional wastewater treatment plant operators and firefighters within the District.

- d. The District has demonstrated accountability and transparency in its disclosure of information and cooperation during the process of this MSR. The District responded to the questionnaires and cooperated with document requests.
- e. LAFCO determines that SMCSD is accountable and transparent.

**7. Any other matter related to effective or efficient service delivery**

- a. There are no other matters related to the efficiency of services.

**Sphere of Influence Determinations per Government Code Section 56425**

In order to carry out its purposes and responsibilities for planning and shaping the logical and orderly development of local governmental agencies to advantageously provide for the present and future needs of the county and its communities, the commission shall develop and determine the sphere of influence of each city, as defined by G.C. Section 56036, and enact policies designed to promote the logical and orderly development of areas within the sphere. In determining the sphere of influence of each local agency, the commission shall consider and prepare a written statement of its determinations with respect to the following:

- 1. Present and planned land uses in the area, including agricultural and open-space lands.**
  - The SMCSD SOI is coterminous with the District’s service area boundary. The SOI is expected to remain unchanged, with no expansions or reductions for SMCSD.
  - Land uses within the District’s SOI are predominantly residential, agricultural, and open space. Other land uses include commercial, industrial, public facilities, and recreational.
  - SMCSD is currently 46% built-out, with a projected build out date of 2080. Therefore, the current District boundaries are sufficient to accommodate growth at this time.
- 2. Present and probable need for public facilities and services in the area.**
  - The SMCSD SOI is coterminous with the District’s service area boundary. The SOI is expected to remain unchanged, with no expansions or reductions for SMCSD. The current District boundaries are sufficient to accommodate growth at this time.
- 3. Present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.**

- There is a present need and anticipated continued need for the service being provided by the SMCSD in the area.
- The SMCSD SOI is coterminous with the District's service area boundary. The SOI is expected to remain unchanged, with no expansions or reductions for SMCSD. The current District boundaries are sufficient to accommodate growth at this time.

**4. Existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.**

- The SMCSD SOI is coterminous with the District's service area boundary. The SOI is expected to remain unchanged, with no expansions or reductions for SMCSD. The current District boundaries are sufficient to accommodate growth at this time.

**5. For an update of a sphere of influence of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere.**

- The SMCSD SOI is coterminous with the District's service area boundary. The SOI is expected to remain unchanged, with no expansions or reductions for SMCSD.
- Unincorporated territory surrounding the District may qualify as disadvantaged. Should future annexations or services extensions be proposed, special consideration will be given to any DUCs affected by the annexation consistent with GC §56375(8)(A) and LAFCO policy

# APPENDIX

## Sources

### General

1. Sphere of Influence Update and Municipal Service Review for Templeton CSD, San Miguel CSD and Heritage Ranch CSD, 2013
2. SMCSD Website

### Accountability

1. SMCSD Website

### Population Profile

1. 2020 Decennial US Census Data
2. San Luis Obispo Council of Governments 2050 Regional Growth Forecast

### Present and Planned Land Use

1. San Miguel Community Plan

### Water Section

1. Water and Wastewater Master Plan, 2020
2. 2022-2027 Strategic Plan

### Wastewater

1. Water and Wastewater Master Plan, 2020
2. 2022-2027 Strategic Plan

### Fire

1. Special Districts Fire Protection Study for County of San Luis Obispo, 2018
2. San Miguel Fire Department District Expansion Memo, March 2022
3. 2022-2027 Strategic Plan

### Finance

1. SMCSD Approved Fiscal Year 18-19 Budget Report
2. SMCSD Approved Fiscal Year 19-20 Budget Report
3. SMCSD Approved Fiscal Year 20-21 Budget Report
4. SMCSD Approved Fiscal Year 21-22 Budget Report

5. SMCSD Approved Fiscal Year 22-23 Budget Report
6. SMCSD Financial Statements for Fiscal Year Ended June 30, 2021
7. SMCSD Financial Statements for Fiscal Year Ended June 30, 2020
8. SMCSD Financial Statements for Fiscal Year Ended June 30, 2019
9. SMCSD Financial Statements for Fiscal Year Ended June 30, 2018
10. SMCSD Financial Statements for Fiscal Year Ended June 30, 2017

### Written Comments on the Draft Report

DRAFT

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.6**

**SUBJECT:** Streetlighting and Landscaping Masterplan

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**SUGGESTED ACTION:** Discuss priorities for a Streetlighting and Landscaping Masterplan

---

**DISCUSSION:**

The Board should discuss what it sees for the future of the Streetlighting and Landscaping (S&L) department. This will be used to develop the Masterplan for the Streetlighting and Landscaping department. This masterplan will be used to help guide department projects as well as to help ensure that developments are including elements that help the District achieve what is outlined in the masterplan.

In consideration for this discussion the Board should consider what;

S&L can do:

- Install and maintain streetlighting throughout the District
- Install and maintain landscaping throughout the District in the Public Road Right of Way and other public property.
  - Medians, shoulders, planter areas within the sidewalks

S&L can NOT do:

- Install and maintain streetlighting or landscaping outside the District.
- Install and maintain Parks and Recreation facilities.
- Install and maintain facilities on private property or private roadway.
- Install and maintain hardscaping. (sidewalks or pathways)

Some thoughts from prior meetings are:

- Continue Mission street landscaping along both sides of the street through the 'business District'
  - Continue lighting along both sides of Mission street
  - Increase lighting at school travel routes (L st, 16th st, 14th)
  - Add streetlighting on/ around the bridge
  - Add streetlighting at the park and ride
  - Incorporate streetlighting and landscaping in development
- 

**FISCAL IMPACT:**

Actual cost depend on discussion and direction given.

---

PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.7**

**SUBJECT:** Certified Public Accountant (CPA) contract (Dodds)

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**SUGGESTED ACTION:** Authorize the General Manager to prepare and implement a professional services contract with Eide Bailly LLP

---

**DISCUSSION:**

During the July Board meeting the Board authorized release of a Request for Qualifications (RFQ) for Certified Public Accountant (CPA) services with responses due August 25th at 12 noon. Several firms responded that due to their staffing and other commitments that they would not be providing a proposal, but that they would like to stay on our list for future work.

As of the due date/ time we received one response, from Eide Bailly LLP.

Eide Bailly has extensive experience with special districts as well as experience with Black Mountain Software. Based on the experience stated in the technical specifications provided they would be more than capable of rendering the requested services to the District. As the services they can provide extends well beyond the requested services the District may look at utilizing their other services in the future.

Requested action at this time is to authorize the General Manager and Legal Counsel to prepare and implement a professional service agreement with Eide Bailly LLP and to terminate CPA services with Coblenz, Biehle, & Cramer.

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**FISCAL IMPACT:**

CPA professional services are being offered on a 'Time and Material' (T&M) basis. As such, the proposed work to be performed (based on the RFQ) is estimated to cost \$21,450 annually. Actual cost will depend on actual work performed.

Prior year CPA cost of service ranged from a high in FY 18-19 of \$52,050 to a low in FY 22-23 of \$3,450.

This cost is included in the FY 23-24 annual budget, therefore no budget adjustment is being requested.

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PREPARED BY: Kelly Dodds

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A photograph of several hands stacked together in a pyramid shape, symbolizing teamwork and collaboration. The background is a blurred outdoor scene with greenery.

# INSPIRED TO WORK TOGETHER TOWARD SUCCESS

August 25, 2023

**Technical Proposal for Certified Public Accountant Consultant Services for  
SAN MIGUEL COMMUNITY SERVICES DISTRICT**

**Submitted By:**

**Eide Bailly LLP  
Special Districts Team**

**Cindy Byerrum, CPA**  
Partner, Government Advisory Services

## 1. Cover Letter



August 25, 2023

Kelly Dodds  
General Manager  
San Miguel Community Services District  
1765 Bonita Place  
San Miguel, CA 93451

Dear Mr. Dodds,

Thank you for giving Eide Bailly the opportunity to propose on accounting and financial reporting services for San Miguel Community Services District (District). We understand your needs and have provided similar services to the government industry for more than 70 years. We're confident the District will benefit from the experience we can provide. Eide Bailly has the qualifications to be the firm of choice for this engagement for the following reasons:

**Extensive Government Industry Experience:** Business is about more than numbers, and we are active in the industries we serve. We stay abreast of current issues impacting the government industry and grow our knowledge by attending workshops and trainings. During your engagement, we'll work closely with your management team to identify issues and provide responsive solutions tailored to your organization.

The government industry represents one of Eide Bailly's largest niche area — with more than 1,100 government clients firmwide. We provide services for a variety of special districts, cities, counties, school districts, colleges and universities, fire relief agencies, housing authorities, state agencies and tribal entities. Through serving these clients, our professionals have gained focused expertise in the government industry and will provide you with insightful advice that aids in managing the finances of the District.

**Special Districts are our Passion:** Unlike other firms and other teams at Eide Bailly, our Special Districts team does not perform audits or provide tax services. Our team specializes in accounting advisory services for special districts and has experience providing accounting and consulting services to several similar clients in the government industry. This experience will bring a valuable and unique perspective to your engagement. We comprehensively provide a mix of outsourced accounting support, monthly controller services, budget development/assistance, and annual audit preparation to over 40 independent special districts. Our team is experienced with various accounting systems popular among special districts, such as Tyler Tech products, Springbrook, and Caselle, and our staff includes multiple Certified QuickBooks Pro Advisors.

Not only will we provide the expected consulting support, but with our experience serving other governments, we can bring best practices to the District. We strongly believe in providing our clients value added services and support.

▶▶▶ **Timeliness:** We'll meet your deadlines. Our professionals are trained to anticipate, identify and respond to your needs in a timely manner. We'll work closely with your management team to customize our services to your needs. We believe in clear, up-front and open communication with no surprises.

▶▶▶ **Unmatched Client Service:** Our history of high staff continuity — significantly higher than most firms — means you'll work consistently with the same team, all of whom have been chosen because of their experience serving and advising government entities similar to the District. Working with Eide Bailly means all your service needs will be addressed within a single, core team, resulting in greater efficiency and scale.

### Requested Information

As a Partner with Eide Bailly, **Cindy Byerrum** is authorized to present this proposal, make representations and contractually bind the firm.

Name of Firm	Authorized Representative
<b>Eide Bailly LLP</b> 10681 Foothill Blvd., Ste. 300 Rancho Cucamonga, CA 91730 P 909.466.4410   F 909.466.4431	<b>Cindy Byerrum, CPA</b> Engagement Partner 909.755.2673   <a href="mailto:cbyerrum@eidebailly.com">cbyerrum@eidebailly.com</a>

Upon review of the Request for Qualifications (RFQ), Eide Bailly understands the District will provide a copy of their Professional Services Agreement following consideration of contract award by the Board of Directors. At that time, we agree to review this agreement and provide the District with a written statement of our willingness to accept the terms of the agreement.

### We Want to Work with You

We've developed the following proposal with San Miguel Community Services District in mind, and we'll get to know you and your staff and take the time to understand your specific challenges and opportunities.

The following pages highlight our firm's strengths and solutions we can provide for the District. You'll be a highly valued client, and we would be proud to work with San Miguel Community Services District, building a trusting relationship with your team. Please contact me if you would like to discuss any aspect of this proposal.

Sincerely,



**Cindy Byerrum, CPA** | Partner

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### EXPERIENCE

Our experienced professionals are committed to the industries we serve. We focus on training, and we like to think of ourselves as thought leaders.

### PEOPLE

We're a team of collaborators and innovators. Our culture is the heart of our firm, and we're always working together to do things differently and better.

### COMMUNICATION

Open, honest, frequent communication ensures that you're not in for any surprises. We'll stay in touch throughout the year so you feel understood, connected and confident.

### CORPORATE RESPONSIBILITY

We consider ourselves good corporate citizens—caring for our people, giving back to our communities, and taking care of our environment.



### 3. Consultant Qualifications

#### BACKGROUND AND EXPERIENCE

## NAVIGATING A PATH TO SUCCESS

Your experience will be different than working with other CPA firms because we offer knowledge and skills backed by more than 100 years of service. Our professionals deliver industry and subject matter expertise resourcefully, ensuring we're providing guidance that directly reflects your needs. Our clients benefit from local, personal service and, at the same time, enjoy access to more than 3,000 professionals with diverse skill sets and experiences.

By embracing change and focusing on innovative ideas, we've grown along with our clients to become one of the top 25 accounting firms in the nation. Accounting is about numbers, but our business is about relationships.

We'll be there for you every step of the way. Talented, down-to-earth people work at our firm, and we're inspired to deliver outstanding expertise and care. We're driven to help you take on the now and the next with inspired ideas, solutions and results.

Our work with clients is more than an engagement. It's a relationship, built on values and trust — and results. When working with Eide Bailly, you'll:

- Work with professionals who truly care about your business and will take the time to get to know you and your organization.
- Gain insight from our industry and service specialists to accomplish your objectives, address challenges and leverage new opportunities.
- Make better business decisions knowing you're guided by advisors who care about your success.
- Appreciate our hands-on service style; we're always looking for new ways to solve your problems or help you embrace opportunities.

#### AT A GLANCE



TOP 25 CPA FIRM



40+ OFFICES IN U.S. & INDIA



375+ PARTNERS



3,000+ STAFF MEMBERS



FOUNDED IN 1917



### Firm Organizational Structure

We pride ourselves on being leaders in the government industry and offering valuable perspectives to our clients. We’re business advisors who want to help guide the strategy and operations of your organization, and we’ll make sure you feel connected and understand the process. Our professionals work closely together so you receive valuable service from people who understand your needs and know your business.

Our firm has over 3,000 team members, including 400 partners/principals. The chart below provides an overview of the firm’s leadership structure. The Special Districts team, which will deliver the services outlined in this proposal, reports through **Ross Manson**, Chief Advisory & Industry Officer.



### Engagement Team for the District

We’re passionate about our work — and your success. We have selected professionals for your service team who are the right fit for your engagement, based on their knowledge and experience in the government industry.





## WE UNDERSTAND GOVERNMENTS

### Government Industry Experience

Our firm's Government Industry Group has 275 full-time professionals who share information, learn from others and stay up to date on industry developments. To gain the greatest benefit, the knowledge is shared with professionals across the firm.

The government industry represents one of Eide Bailly's largest niche areas — with more than 1,100 government clients firmwide. We provide audit services for a variety of special districts, cities, counties, colleges and universities, fire relief agencies, housing authorities, school districts, state agencies and tribal entities. Through serving these clients, our professionals have gained focused expertise in the government industry and will provide you with insightful advice.

Specifically, our California government team specializes in serving a unique client base consisting primarily of community service, water and sanitation districts. Our team's offices are based in Rancho Cucamonga and Sacramento, California. The District can expect to work closely with our team members to achieve success.

Our services include, but are not limited to:

- Outsourced Finance / Accounting Services
- Treasurer Services
- Controller Services
- Budget Development / Assistance
- Annual Audit Preparation
- Financial Statement Presentation / Preparation
- Internal Control Review
- Financial Procedures Review
- Financial Policy Review and Development
- Rate Study Assistance
- Financial / Utility Billing System Implementation

**At a Glance**  
**GOVERNMENT**

  
**70+**  
YEARS EXPERIENCE

  
**1,100+**  
INDUSTRY CLIENTS

  
**275+**  
DEDICATED STAFF

  
**\$28.8 BILLION ANNUAL**  
AVERAGE IN SINGLE AUDITS

## Government Industry Involvement

Eide Bailly prioritizes staying current with changes to the government industry. We help clients adapt to changes within the existing standards and implement any new standards. Our team members are engaged in the government industry and are well positioned in organizations associated with government entities. We are leaders in the Governmental Accounting Standards Advisory Council (GASAC), the American Institute of Certified Public Accountants' (AICPA) Governmental Audit Quality Center (GAQC), AICPA State and Local Government Expert Panel, Private Companies Practice Section (PCPS) Technical Committee, local and national boards of the Association of Government Accountants (AGA), including the Financial Management Standards Board, and the review committee for the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting. Due to our leadership positions, you will have access to information not available from other accounting firms.

We regularly attend Governmental Accounting Standards Board (GASB) meetings throughout the year and communicate the results of those meetings to our clients through newsletters, e-blasts and webinars. We are also involved with GASB's financial reporting reexamination task force shaping the future of state and local government accounting and reporting and participate in the reexamination of the revenue and expense model and note disclosure projects with GASB.

## Thought Leadership

A number of Eide Bailly partners are nationally recognized state and local government thought leaders who present at dozens of national venues throughout the year.

**Online Publications:** We publish articles related to hot issues within the government accounting arena. Below is a list of some of the recent articles posted to our website and emailed to our clients:

- [What Governments Need to Know about Fiscal Year End](#)
- [Best Practices for Governmental Financial Management Policies](#)
- [Compensated Absences: Changes Coming with GASB-101](#)

**VISIT OUR WEBSITE TO SIGN UP FOR NEWSLETTERS, E-BLASTS AND WEBINARS:**

[www.eidebailly.com](http://www.eidebailly.com)

## GOVERNMENT UPDATES

[www.eidebailly.com/gasb2023](http://www.eidebailly.com/gasb2023)

Our complimentary recorded webinars provide a comprehensive overview of the latest GASB updates and implementation strategies, issues affecting governments, best practices and pitfalls to avoid.

### **Recorded Webinars**

- June 30th is Coming: Are You Ready? (June 2023)
- GASB Public Retirement Plan Update (April 2023)
- GASB 87, 94 and 96 An Intro and Comparison (Feb. 2023)
- GASB Update for Year-End 2022 (Dec. 2022)
- Subrecipient, Beneficiaries and Federal Grant Operations (Nov. 2022)
- Government 101: Back to Basics (Sept./Oct. 2022)
- GASB-87, Leases: One Last Look for Lessors (June 2022)
- GASB-87, Leases: One Last Look for Lessees (March 2022)





**Scope of Work**

We understand the initial scope of services needed is, but not limited to:

Task	Estimated Annual Timing
Review District policies and procedures to confirm that internal controls are in place and being followed by the District’s personnel to proactively prevent any fraud or abuse with the District's finances.	10 hours
Perform quarterly and annual reviews of the District’s accounting for accuracy and compliance.	40 hours
Perform quarterly and annual reviews of the District’s payroll and payroll taxes to ensure accurate reporting to outside agencies.	20 hours
Assist the District Finance Officer with review and preparation for the Annual Independent Financial Audit. (July thru November annually)	20 hours
Assist the District Finance Officer with other financial issues to maintain accuracy and compliance.	10 hours

For future reference, we also provide external accounting management services to a variety of water, sewer and community services districts.

General services include, but are not limited to:

1. Attendance at any Finance Committee or Board meetings as needed.
2. Develop Standard Operating Procedures (SOP) manuals of the finance department.
3. Preparation of the annual budget, including meetings with organization’s staff and Board of Directors.
4. Assistance with mid-year budget review, including meetings with organization’s staff and the Board of Directors.
5. Assistance with rate and fee studies, preparation of long-term financial plans.

6. Year-end closing and reconciliations of organization's accounting books and records in accordance with Generally Accepted Accounting Principles (GAAP) to prepare for the annual audit.
7. Preparation of year-end and/or interim schedules required by organization's independent auditors so the auditors can provide the required annual auditor's opinion of organization's financial statements.
8. Monthly review, analysis and/or reconciliation of organization's general ledger and bank accounts to ensure up-to-date and accurate accounting records are reported to organization's Management.
9. Preparation of monthly or quarterly financial statements with complete variance report and budget analysis.
10. Review staff journal entries and workpapers, and provide feedback as needed.
11. Reconcile applications (Fixed Assets, Accounts Payable, Utility Billing, etc.) to the general ledger on a monthly basis and resolve discrepancies as necessary.
12. Periodic review and monitoring of organization's internal controls and accounting/financial control structure.
13. Review the W-9s and prepare (or review) 1099s in January each year.
14. Prepare the State Government Compensation in California Report on an annual basis.
15. Review of the State Financial Transactions Report (prepared by the auditor) on an annual basis.
16. Assistance with filing the California Sales and Use Tax return, if applicable, in January of each year
17. Advisory and implementation of best practices based on vast experience with other government agencies.
18. Train staff as needed on financial/accounting related processes.

## Other Services That Can Be Provided as Needed

### Transitional Services

We have helped several clients transition from fiscal conservatorship to fiscal self service, which involves setting up banking relationships, cash management, internal controls, accounting policies, accounting records and payroll services. We have also helped several agencies clean up their accounting records and then prepare for successful audits. We are often hired by organizations that are small and do not have professional staff to manage their finances and accounting. They often have no internal controls in place and no financial policies or guidelines. Eide Bailly sets up the accounting, financial processes, and internal control system, and then develops monthly and quarterly accounting and reporting that is tailored to management and governing board needs.

### Fully Outsourced Accounting

At some of our clients there is no other administrative staff — we complete all of the accounting functions, including accounts payable, receivable, cash management and long-range financial planning, payroll, human resources, audit and budget preparation, and governing board reporting.

To ensure proper internal controls for these clients, Eide Bailly staff prepares the bank reconciliations and then Eide Bailly management reviews and approves all work.

### Partial Service Accounting/Contract CPA

Many of our clients have their own accounts payable and cash receipting staff, and we provide the other accounting and finance services required to prepare the regular accounting. We serve as the primary liaison to the auditors for our all of our clients, and we prepare monthly financial statements, budget updates and reconciliations and financial statements/board packages for all of our External CFO clients.

We are well versed in the governing board package process and provide timely and accurate reports for management and the governing board. Eide Bailly also prepares and files the federal and state tax returns, 1099s, State Controller's Reports, and other regulatory filings for all clients as needed. We regularly attend finance and board meetings as needed.

### Financial System Software

**Cindy Byerrum** has been a QuickBooks Pro Advisor and has designed curriculum and taught QuickBooks at the university level. All Eide Bailly's staff use QuickBooks at various clients and are well versed in the optimal use of QuickBooks. We are also experienced in many other financial software packages and have implemented utility billing, payroll and financial systems in them. Other programs implemented and used include (but is not limited to) Tyler Incode, Caselle, Springbrook and Munis.

### Payroll Set Up/CalPERS reporting

We have set up and maintained payroll systems for several clients. Most clients utilize a contract payroll provider, and we work with them to ensure payroll is processed properly and is correct. We have also successfully navigated through several IRS and EDD employment taxation audits, and we conduct regularly training for clients on the various rules in federal and state employment taxation. We also have in depth knowledge of CalPERS reporting and have assisted many clients with reporting and navigating a CalPERS audit. We can also assist as a payroll back up in case your District has a need for payroll processing or reporting.



## CONSULTANTS

# KNOWLEDGEABLE AND EXPERIENCED

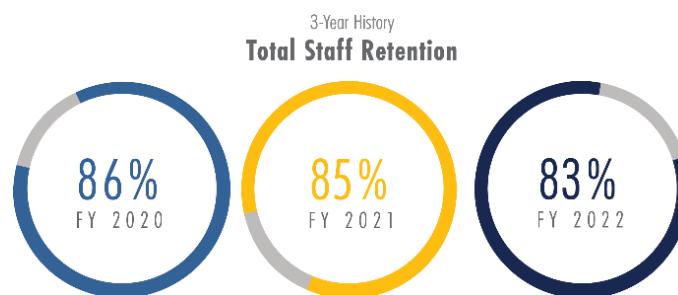
### Subcontractor

Eide Bailly has the experience and capacity to perform the requested services; therefore, we do not plan to subcontract work out to other firms.

### Staff Continuity

We know the importance of a strong business relationship, so we keep staffing changes to a minimum year-to-year. Eide Bailly has a high retention rate, allowing us to provide stability in our services.

To help ensure a strong business relationship and to minimize disruptions, we keep staffing changes to a minimum. Eide Bailly experiences a higher retention rate, which translates to providing our clients with consistent service teams. We will strive for continuity of staff for your engagement. With this continuity comes quality as team members' knowledge of your organization grows from year to year.



Should the need arise to change any of the key engagement personnel, we will notify you in writing and provide the qualifications of the proposed replacement. Upon your approval, new engagement personnel will join your service team.

### Service Team Profiles

The following team members are excited to become a part of the District's consulting team:

## CINDY BYERRUM, CPA

Partner – Government Advisory Services

**INSPIRATION:** Tailoring the consulting experience to meet each client’s unique situation and capabilities. I love building trusting, long-lasting relationships that benefit my clients and support their mission of public service.

909.204.8858 | cbyerrum@eidebailly.com



Your initial scope of work team will be led by Cindy Byerrum. Cindy is an expert in government and nonprofit finance and accounting and has been a leader in the profession for over 20 years. Cindy specializes in consulting with California special districts and nonprofit agencies including water/sewer utilities, JPAs, community services districts, fire protection districts, libraries, resource conservation districts, and LAFCOs.

Cindy has served as the part-time Finance Director and Treasurer to various special districts throughout California. Her clients rely on her to function as a trusted advisor and view her as a valuable part of their team. Cindy’s wide range of past experience in the accounting and finance profession includes, but is not limited to:

- CFO for Three Valleys Municipal Water District and Six Basins Watermaster.
- Interim Financial Director for San Diego County Water District, Yorba Linda Water District, Rosamond CSD, and more.
- Finance department assessments for utilities and governments such La Puente Valley County Water District, Scotts Valley Water District, and the City of Avalon.
- Project consultant to governments including the Jurupa Community Services District, Coachella Valley Water District, Walnut Valley Water District, Rancho California Water District, Chino Basin Watermaster, Goleta Sanitary District, and American Water Works Association.

Cindy’s approach is from a training and teaching perspective. She is a strong believer in helping clients to become as self-sufficient in finance and accounting as they intend to be, while being available to monitor and assist when necessary. Some of her clients need her and her team to take care of all the accounting, and that is OK too!

### Memberships

American Institute of Certified Public Accountants

California Society of Municipal Finance Officers

California Special Districts Association

### Designation/Licensures

Certified Public Accountant

QuickBooks ProAdvisor

### Education

Master of Public Administration – California State University of San Bernardino

Bachelor of Science – California State University San Bernardino

### Community

Former CPA review instructor

Former tenured accounting professor and department head at Chaffey Community College

## KRISTI EVEN

Senior Manager – Government Advisory Services

**INSPIRATION:** Helping Others: I provide professional and effective services which support the organization in maintaining financial stability and instilling confidence and integrity within their community.

909.755.2739 | keven@eidebailly.com



Kristi has over 20 years of professional governmental accounting experience involving special districts, educational institutions and municipalities. She has prepared financial policies and procedures, implemented new software and mentored staff for multiple clients. Her strong organization and communication skills have served her well in managing budget preparation, bank and account reconciliations and schedules, accounts payable, accounts receivable, payroll, fixed assets, financial statements, and year-end audits. She is experienced in various accounting systems including Tyler Incode, Tyler Munis and QuickBooks.

Kristi takes pride in streamlining processes and implementing internal controls to instill confidence and integrity in our clients' finances.

In her recent work with a water district, she brought them current, identified process deficiencies and improved procedures. Her experience with best practices in the payroll process lend to the services your organization is seeking.

Kristi enjoys California's year-round sunshine and warm weather with her husband Brian. She also loves volunteering and getting involved in her community.

### Memberships

Association of Government Accountants  
California Society of Municipal Finance Officers  
California Special Districts Association

### Education

Bachelor of Arts in Accounting –  
University of Northern Iowa



## SAMANTHA J BROWN PRALL

Manager – Government Advisory Services

Certified Payroll Professional  
Payroll / CalPERS Specialist  
Safety Personnel Specialist

909.210.9515 | sprall@eidebailly.com



Samantha has provided payroll and consulting services to special districts, governments and nonprofits in California since 2006. She has experience working in the finance department of a local water agency in Temecula Valley and has also stepped in as the interim Finance Director at various agencies including the Lake Arrowhead Community Services District. She has been working in payroll for various clients since 2018 and is a Certified Payroll Professional.

Samantha is dependable, experienced and a focused accounting professional with strong interpersonal, communication and leadership skills. She performs under tight deadlines and possesses a variety of skills and knowledge including budget preparation, audit preparation, Board package preparation, cash flow projections and account reconciliations. In addition to her experience with financial software implementations and chart of accounts restructuring, she is an expert in governmental payroll practices, employment taxation and CalPERS reporting for our team.

Outside of work, Samantha enjoys reading and spending time with her family.

Designation/Licensures  
American Payroll Association

Education  
Master of Business  
Administration, Finance –  
University of Redlands

Bachelor of Science,  
Accounting – University of  
California

Associates of Science –  
Chaffey Junior College

## SCOTT NELSEN, CGFM

Manager – Government Advisory Services

**INSPIRATION:** Collaborating with local governments to create innovative and effective solutions to meet their accounting and finance needs. My goal is to team up with our clients and provide technical expertise to tackle whatever issues they might face.

909.292.8827 | [snelsen@eidebailly.com](mailto:snelsen@eidebailly.com)



Scott has over six years of experience working with a variety of special district clients including water/wastewater, resource conservation and libraries. He has experience prior to Eide Bailly in both external auditing and accounting consultant services.

Scott manages client accounting and reconciliation schedules, financial statement preparation, year-end audit preparation and annual budget preparation. Scott has experience with all accounting functions including accounts payable, accounts receivable, payroll, grant compliance and billing, and fixed asset management.

Scott has also designed and prepared month-end accounting procedures to produce financial statements for various clients. He is experienced in various accounting systems including Springbrook, Caselle Clarity, Tyler Incode, Tyler Munis, and maintains certification as a QuickBooks ProAdvisor.

Outside of work Scott enjoys hiking, fishing, and kayaking with his fiancé.

### Memberships

Association of Government Accountants

California Society of Municipal Finance Officers

California Special Districts Association

### Designations

Certified QuickBooks ProAdvisor

Certified Government Financial Manager

### Education

Bachelor of Science -  
California State Polytechnic University



## DANIELA URIARTE

Senior Associate – Government Advisory Services

909.755.2660 | [duriarte@eidebailly.com](mailto:duriarte@eidebailly.com)



Daniela joined Eide Bailly in early 2021 with prior experience working in corporate accounting departments since 2015. Daniela works on some of our most complex clients under the Managers of the firm, and Daniela supervises staff on many clients as well.

Daniela reviews and prepares day-to-day accounting functions including accounts payable, accounts receivable, bank reconciliations and account schedule management. She reviews/prepares monthly and quarterly financial statements for a variety of clients including water districts, library districts and resource conservation districts. Daniela also prepares budget and forecasting models for several of our clients. She also prepares the payroll and CalPERS reporting for our clients when needed. Daniela works in many different accounting systems such as Springbrook, QuickBooks, Tyler Incode and Caselle.

Outside of work, Daniela enjoys visiting family in Mexico, and going to concerts of all different types of music.

### Education

Master's Degree of Science in Accountancy - California State Polytechnic University

Bachelor of Science in Business Administration, Accounting - California State Polytechnic University

## COREY MIZE

Associate – Government Advisory Services

909.755.2652 | [cmize@eidebailly.com](mailto:cmize@eidebailly.com)



Corey is a member of the Eide Bailly team who specializes in providing accounting services for water districts, library districts and LAFCOs. He is a great communicator and always brings a positive attitude to every task he starts.

Corey is knowledgeable about bank reconciliations, account schedule management, data entry and client relations. He prepares monthly and quarterly financial statements as well as monthly close schedules. He is familiar with accounting systems such as QuickBooks and Caselle Clarity. He has sharpened his Excel skills in order to build various functional Excel workbooks for clients.

Outside of work, Corey enjoys spending time with his family, hiking, reading and attending concerts. He loves film and television, and he also has a huge interest in various genres of music.

### Education

Master's Degree of Science  
in Accountancy - California  
State Polytechnic University

Bachelor of Arts in  
Psychology - University of  
California

## SCHEDULING

### Service Schedule

We understand your requested scope of services and are committed to meeting your deadlines.

Eide Bailly commits to you that if your team is prepared when our team is in the field, we will meet your deadlines. We will work closely with your team through the planning stages to clearly define expectations and the items required from your team in order to facilitate an efficient engagement to enable us to meet your deadlines. The following table identifies the structure of our services for the District reports and the timing of each section:

### Engagement Timeline

Activity	Estimated Timing	Estimated Hours
Review of District’s Policies and Procedures	Fall 2023	10
Perform Reviews of District’s Accounting	Quarterly and Annually	40
Perform Reviews of District’s Payroll/Payroll Taxes	Quarterly and Annually	20
Assist District Finance Officer with Audit Preparation	July - November	20
Assist District Finance Officer with Financial Issues	As Requested	10

By engaging in thorough planning and communications with management, we begin each engagement with a strong understanding of the various deadlines for each of the services and the steps involved along the way to meet deadlines. A project plan will be developed between our team and the District and then followed closely, and we will work with the District’s management team to customize our services and specific timelines to your needs. We believe in clear, up-front and open communication with no surprises.

## COST CONTROL

Eide Bailly has a reputation for providing quality work at a fair price. Our clients repeatedly tell us we provide a very high level of service-to-cost, and they appreciate having an extensive variety of resources available to them as needs arise. When it comes to fees, we believe in clear, up front and open communication with no surprises. We’ll maintain a reliable relationship with you for independence and objectivity, proactive planning and consulting, in addition to thoughtful, creative thinking on issues important to you.

We have significantly developed and expanded our special districts practice to meet the changing needs of the industry. With government such a significant part of our firm’s practice, we invest in education both internally and externally. This dedication to the industry helps our clients in practical ways every day. We stay current on regulatory and operational issues that affect our clients and deliver pertinent information to our clients on a timely basis.

This enables our clients to focus more of their time on their mission rather than spending all their time navigating the waters of regulatory compliance. With the knowledge and experience of the engagement team assigned, they are able to provide the proposed services effectively and efficiently that assists in containing the costs.

To contain costs, we keep the team member turnover to a minimum. Low turnover translates to better, more efficient engagements, which in turn keeps costs lower. Team members will remain assigned to the District each year, unless they are promoted or leave our employment. Each year we will add new team members so when turnover does occur, there are experienced and knowledgeable team members to take their place.

Eide Bailly understands we may not be the lowest cost provider; however, our clients understand that our fees encompass far more than just the requested services. Our staff works hard to build a long trusting relationship with our clients; one with free year-round communication, invitations to educational events and access to resources that will keep you up to date on any accounting announcements, IRS and regulation changes, and other topics of specific interest to you and the District. Our current clients like this all-encompassing approach over a lower fee with additional charges being added for any involvement beyond the conclusion of their audit work.

#### 4. Price Estimate

We have provided our price estimate in a separate Cost Proposal per the instructions of the RFQ.

5. Experience Summary

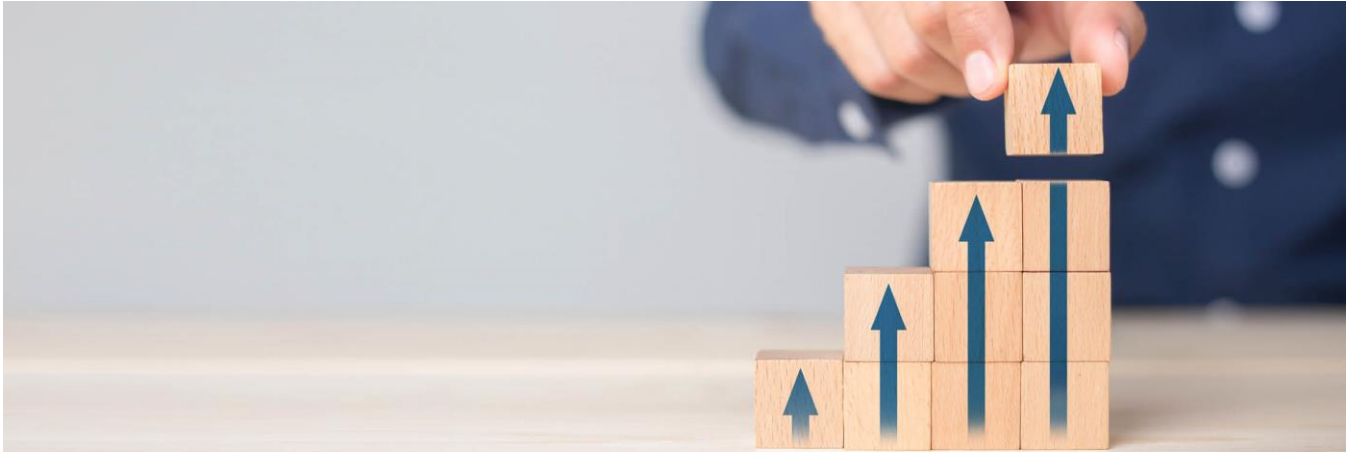
# REFERENCES AND SPECIAL DISTRICT CLIENTS

## Sample Water/Wastewater/CSD Agencies

Amador Water Agency	La Puente Valley County Water District
Beaumont-Cherry Valley Water District	Littlerock Creek Irrigation District
Bellflower Municipal Water System	Monte Vista Water District
Bighorn-Desert View Water Agency	Palm Ranch Irrigation District
Cabazon Water District	Pico Water District
CA Association of Mutual Water Companies	Russian River Flood Control District
East Orange County Water District	San Gabriel County Water District
Joshua Basin Water District	Santa Ynez Community Services District
Helendale Community Services District	Trabuco Canyon Water District
Industry Public Utilities	Twentynine Palms Water District

## Other Special Districts

Altadena Library District	Kensington Police Protection CSD
Apple Valley Fire Protection District	North County Fire Protection District
Banning Library District	OC and Los Angeles County LAFCO
Beaumont Library District	Rancho Santa Fe Fire Protection District
Chino Basin Water Conservation District	Salton Sea Authority JPA
Coachella Valley Resource Conservation District	San Miguel Fire and Rescue District



## CLIENT REFERENCES AND TESTIMONIALS

We've built our business on relationships, and we encourage you to contact the references we've provided below to learn more about their experiences.

### **Trabuco Canyon Water District (TCWD)** Water/Sewer/Recycled Water Utility District

#### **Michael Perea, Assistant General Manager**

Office: 949.858.0277, ext. 121 | Cell: 949.292.2285 |  
[mperea@tcwd.ca.gov](mailto:mperea@tcwd.ca.gov)

TCWD has been a client since 2010 and we initially performed a complete overhaul of their accounting system and processes. Most of the accounting had been operating on an antiquated DOS based system. In the 13 years that we have been with them we have:

- Converted to a fund based modern accounting and billing system (Tyler Incode).
- Separated accounting records into four funds (previously maintained within one fund).
- Led them through three rate studies, significant rate changes and debt financing.
- Shored up their finances - established and funded a trust for their OPEB (retiree health benefits) unfunded obligations and for their pension costs with CalPERS.
- Prepared and updated a long-range financial plan (10 years of cash flow projections) and remain heavily involved in the annual budget process.
- Continued to prepare their monthly close, including bank reconciliations and Board financial statements.
- Served loyally as their Treasurer since 2010.



### **Trabuco Canyon Water District**

"I know I can always pick up the phone and ask the Eide Bailly team for help. Eide Bailly has helped us navigate challenges and they explain and address accounting-related matters with clarity."

**Michael Perea**  
Assistant General  
Manager

## Twentynine Palms Water District (TPWD)

### Water and Fire District

#### **Matt Shragge, General Manager**

Office: 760.367.7546 | Cell: 760.567.8401 | [mshragge@29palmswater.org](mailto:mshragge@29palmswater.org)

We began working with Twentynine Palms Water District in 2012 when we performed an extensive cleanup from the prior retiring CPA. Previous accounting records were inadequately maintained, and the District was operating on an antiquated DOS based system. During our 11-year relationship we have:

- Implemented to Springbrook/Accella software in 2013.
- Separated accounting records into independent accounting funds (previously maintained within one fund).
- Led them through two rate studies and public hearings.
- Shored up their finances - established and funded a trust for their OPEB (retiree health benefits) unfunded obligations and for their pension costs with CalPERS.
- Prepared and updated a long-range financial plan (10 years of cash flow projections) and we remain involved in the annual budget process.
- Helped lead the divestiture of the fire department to the County Fire Department.
- Continued to prepare their monthly close, including bank reconciliations and Board financial statements, audit workpapers and coordination.

## Rowland Water District & Bellflower-Somerset Mutual Water Company

### Water/Recycled Water District | Mutual Water Company

#### **Tom Coleman, General Manager**

Office: 562.751.7550 | Cell: 951.751.7550 | [tc Coleman@rowlandwater.com](mailto:tc Coleman@rowlandwater.com)

We have served Bellflower-Somerset Mutual Water Company (BSMWC) as the part-time Finance Director since 2013, where Mr. Coleman was the previous General Manager. Tom became the General Manager at Rowland Water District (RWD) in 2015 and continued consulting with BSMWC as the part-time Executive Director. In August 2019, both RWD and BSMWC suddenly lost their respective CFO and Office Manager in the same week. We were able to immediately backfill these positions and kept accounting and finance operations smooth in the absence of both key positions. Over the course of the next year, we were able to:

- Finalize preparation of year-end accounting records for annual audits of both RWD and BSMWC.
- Maintain monthly accounting records and provide monthly financial reporting to the boards.



### Rowland Water District

“We worked with the Special Districts team at Eide Bailly for years on many aspects of our finances, from difficult payroll tax issues to CalPERS reporting, budget preparation, report reconciliation and more. Their team has been the heart and soul of our financial operations.”

**Tom Coleman**  
General Manager

- Successfully navigate each organization through budget development while creating improvements and efficiencies for future budgets.
- Assist during the rate study process.
- Develop standard operating procedures for the Office Manager position at BSMWC for future personnel reference.
- We still serve as the Contract CPA at BSMWC, where we continue to prepare the annual budget, maintain monthly accounting records, prepare year-end records for annual review and train staff as needed on finance and accounting best practices.

## **Banning Library District** Library District

### **Kevin Lee, District Director**

Office: 951.849.3192 |

[kevin@banninglibrarydistrict.org](mailto:kevin@banninglibrarydistrict.org)

We have served Banning Library District since early 2020. The special districts team inherited an accounting system that was fraught with errors, inconsistencies, and inefficient processes. Eide Bailly worked to clean up the accounting records and set up a new system of internal controls and processes to ensure that the District received timely and accurate financial statements. Eide Bailly expanded its service to include preparation of the annual budget, preparation for the audit, and preparation of monthly financial statements for management and governing board review.



### **Banning Library District**

“I have been the Executive Director of the Banning Library District since November 2019. I inherited a FY 20 audit that was filled with internal control deficiencies and multiple auditor findings, as well as auditor adjustments to bring the records in compliance with accounting rules. The District hired Eide Bailly in February 2020 to shore up the findings and produce our monthly reconciliations and financial statements, annual budget preparation and audit preparation. Eide Bailly cleaned up the financial controls and accounting records, and there were no audit findings for FY 21. Eide Bailly is always there when we need them, even for things outside the normal scope of accounting such as payroll issues and PERS annual reporting. We appreciate Eide Bailly and all that they do for the District!”

**Kevin Lee**  
District Director



**San Miguel Fire & Rescue**  
Fire Protection District

**Leah Harris, Administrative Officer/Finance Officer**  
Office: 619.660.5350 | Cell: 619.961.7610 | [lharris@sanmiguelfire.org](mailto:lharris@sanmiguelfire.org)

Eide Bailly started assisting in late 2019, when the June 30th audit was still open, and the governing board had not seen quarterly financial statements in nearly a year. We quickly built an Excel model to use a data export from their system to create a new, easy to understand set of financial statements that could be provided to the Board on a monthly or quarterly basis. In addition, we created a variance analysis to determine where the agency was under/over budget and explanations for the same.

We also took a convoluted budget made up of scattered worksheets from multiple sources and created a unified single workbook that creates an effective and less error prone budget that is easy to follow. Additionally, in early 2020 we helped them close out a very difficult audit for FY 19 due to past accounting practices and helped develop a plan for an easier and more accurate audit process for FY 20 and beyond.



**San Miguel Fire & Rescue**

“We have seen tremendous improvement in our financial reporting processes and workloads with the help of Eide Bailly, and we look forward to continuing to see the advances in our transparency and sustainability.”

**Leah Harris**  
Administrative Officer/Finance Officer

**6. Additional Data**

We wish to present no additional data.



### The Right Choice for San Miguel Community Service District

## WE WANT TO WORK WITH YOU

To us, work isn't just work; we see it as a chance to help you solve problems, achieve goals and pursue passions. After thoughtfully reviewing your needs and taking the time to understand your business, we think we're the best fit for this opportunity.

We can connect you with the knowledge, resources and solutions that help bring confidence to your business decisions. We want to work with you!

If you have questions or would like additional information, don't hesitate to contact us. We want to make sure you have everything you need to make your decision.



**Cindy Byerrum, CPA**

**Partner**

909.755.2673

[cbyerrum@eidebailly.com](mailto:cbyerrum@eidebailly.com)

### **We Want to Work with You**

We're driven to help clients take on the now and the next with inspired ideas, solutions and results. We look forward to working with you.

## Appendix A: Agreement

Per the District's RFQ, we have included the requested information below:

1. We understand following consideration of contract award by the Board of Directors, the District will provide a copy of their standard Professional Services Agreement. We agree that we will review and provide the District with a written statement of our Eide Bailly's willingness to accept the terms of the agreement.
2. We have incorporated the District's RFQ in its entirety as a part of our proposal response in **Appendix C**.
3. We understand if awarded the engagement, the RFQ and our proposal will jointly become the Scope for Professional Consultant Services for this project.
4. The services to be provided, and fees therein, will be in accordance with the District's RFQ except as otherwise specified in our proposal under the heading "Exceptions to the District's Request for Proposals" in **Appendix B**.
5. Our "Exceptions to the District's Request for Proposals" **Appendix B** contains a complete and detailed description of all of the exceptions to the provisions and conditions of this RFQ upon which Eide Bailly's proposal is contingent and would like to discuss with the District.
6. We understand all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.
7. We understand and will allow all authorized federal, state, county and District officials access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.
8. Eide Bailly is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. We will comply with the President's Executive Order No. 11246 (Equal Employment Opportunity clause) as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CRF, Part 60), California Labor Code 1410, et seq., California Labor Code 1777.6, and implementing regulations concerning equal opportunity for Apprentices. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin should be included.
9. We will comply with the Copeland Anti-Kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
10. Eide Bailly carries standard levels of insurance. Our insurance policies are renewed and reviewed on an annual basis. Eide Bailly is able to meet all of your insurance requirements. If awarded the work, we will provide the appropriate certificates of insurance.
11. Eide Bailly has the experience and capacity to perform the requested services; therefore, we do not plan to subcontract work out to other firms.

## Appendix B: Exceptions to the District's RFQ

Based on feedback from our firm's legal counsel, we have noted the following suggested modifications to the provided RFQ. We would be happy to discuss in more detail upon request.

Category		Page
<p><b><u>10. Evidence of Insurance must be received prior to agreement implementation.</u></b></p>	<p>(4) Other Requirements</p> <p>(a) Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement, <del>certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement</del> have been complied with. The District General Counsel may require Consultant furnish the District with copies of original endorsements affecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. <del>The District reserves the right to inspect complete, certified copies of all required copies of all required insurance policies at any time</del></p> <p><i>Reason: The first strikethrough removed for clarification due to redundancy.</i></p> <p><i>For the second strikethrough, we can provide certificates of insurance along with any required endorsements; however, the terms and conditions of the firm's insurance policies are the firm's confidential business information that, as a matter of longstanding firm policy, is not disclosed outside the firm. In lieu of disclosure, the firm would be glad to provide a letter from its insurers stating (in effect) that the policy terms are reasonable and within the market range.</i></p>	<p>6</p>
<p><b><u>10. Evidence of Insurance must be received prior to agreement implementation.</u></b></p>	<p>(4) Other Requirements</p> <p><del>(c) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officer, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.</del></p> <p><i>Reason: The amount of the firm's self-insured retention (SIR) is the firm's confidential business information that, as a matter of longstanding firm policy, is not disclosed outside the firm. In lieu of disclosure, the firm would be glad to provide a letter from its insurers stating (in effect) that the amount of the firm's SIR is reasonable and appropriate given factors</i></p>	<p>6-7</p>

Category		Page
	<i>such as the applicable market and the firm's financial resources to pay for same.</i>	
<b><u>GENERAL CONDITIONS</u></b>	<ul style="list-style-type: none"> <li>• All documents, records, designs, and specifications <b>specifically developed by the selected firm <del>in the course of providing services</del> for and required to be delivered to the District under the Professional Services Agreement</b> shall be the property of the District.</li> <li>• All work performed <b>specifically for and required to be delivered to the SMCSD under the Professional Services Agreement</b>, including all documents and computer software files <b>associated with the project specifically created for and required to be delivered to the District under the Professional Services Agreement</b>, will become the exclusive property of the District. The proposals must indicate if the consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District. All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.</li> </ul> <p><i>Reason: For both of these, the language suggests that all of the firm's work papers will become the client's property.</i></p> <p><i>There are unnecessary risks and unintended consequences for the firm and client if work papers are subject to state or federal open records laws. Further, the firm is a provider of professional services and must retain the ability to perform similar services for future clients.</i></p> <p><i>In lieu of complete transfer of all ownership rights associated with all work performed under the agreement, firm is glad to transfer ownership rights in contract deliverables. It is better for the firm and client that methods, tools, know-how, templates, workpapers, and the like remain the firm's property.</i></p>	11

## Appendix C: Request for Qualifications

As per instructions in the District's RFQ, we have included the RFQ in its entirety as part of our proposal response.



# REQUEST FOR QUALIFICATIONS

Certified Public Accountant Consultant services

**Issue Date:**  
**July 28<sup>th</sup> 2023**

**Proposal Due Date and Time:**  
FRIDAY, August 25<sup>th</sup>, 12:00 pm (Pacific time)

**Mailing Address:**  
PO BOX 180  
San Miguel CA 93451

**Delivery Address:**  
1765 Bonita Place  
San Miguel CA 93451

**Contact:**  
Kelly Dodds, General Manager / [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)  
phone: 805-467-3388 / fax: 805-467-9212

## **INTRODUCTION**

The San Miguel Community Service District (District) is requesting proposals from qualified Certified Public Accountants to act as a consultant to the District. Consultants will assist the District in staying in compliance with Governmental Generally Accepted Accounting Principles and provide general accounting assistance, audit preparation assistance, and advice to the District as well as perform regular reviews of the Districts accounting.

## **ABOUT THE DISTRICT**

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

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

The District currently provides Fire Services, Street Lighting and Landscaping, Wastewater collection and treatment, Potable water production and distribution, and Solid Waste Services. The District is governed by a Board of five Directors and has a General Manager, Director of Utilities (vacant) and three administrative personnel, three Utilities Personnel, a Fire Chief, Assistant Fire Chief (vacant), and up to 20 paid-on-call firefighters. Most operating funds for the District come from Prop 218 user fees and property tax, the FY 2023-24 operating budget is \$3,905,590 with an additional \$2,209,154 in project costs.

## **OVERVIEW**

The District is requesting proposals from qualified Certified Public Accountants to act as a consultant to the District. Consultants will assist the District in staying in compliance with Governmental Generally Accepted Accounting Principles and provide general accounting assistance, audit preparation assistance, and advice to the District as well as perform regular reviews of the Districts accounting. The District operates on a Fiscal Year of July 1<sup>st</sup> to June 30<sup>th</sup>.

Firms, or persons, proposing on this RFQ must be legally licensed to provide the requested services in the State of California, and must have been in business for at least 5 years. It is anticipated that the selected firm will perform the requested services both at the District offices and remotely.

Following is a partial list of services that the District anticipates that the consultant will perform, including the estimated number of hours anticipated to perform each service.

- Review District policies and procedures to confirm that internal controls are in place and being followed by the District's personnel to proactively prevent any fraud or abuse with the District's finances.
  - (Approx. 10 hours annually)
- Perform quarterly and annual reviews of the Districts accounting for accuracy and compliance.
  - (Approx. 40 hours annually)



- Perform quarterly and annual reviews of the District payroll and payroll taxes to ensure accurate reporting to outside agencies.
  - (Approx. 20 hours annually)
- Assist the District Finance Officer with review and preparation for the Annual Independent financial Audit. (July thru November annually)
  - (Approx. 20 hours annually)
- Assist the District Finance Officer with other financial issues to maintain accuracy and compliance.
  - (Approx. 10 hours annually)

## **INFORMATION TO BE PROVIDED BY THE DISTRICT**

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

- Recent Financial Audit(s)
- Past Board agendas and meeting minutes

## **PROPOSAL SUBMITTAL**

### **TECHNICAL PROPOSAL**

**DO NOT INCLUDE ANY COST PROPOSALS IN THIS SECTION.**

**2 copies of the technical proposal should be packaged separately from the Cost Proposal.** After the proposal deadline a complete technical proposal may be requested by the District via email.

### **PROPOSALS WILL NOT BE OPENED PUBLICLY**

- **Approach to the Project:** Include a cover letter summarizing the proposal. Describe your approach to this project and any special ideas, techniques, or suggestions that you think might make the project proceed smoothly. Scope of work (a description of the work program including a description of deliverables, activities, and timelines) should also be included.
- **Experience:** Description of recent projects of a similar nature including five (5) client references with names and telephone numbers and for any subcontractors.
- **Qualifications:** Describe your staff's unique qualifications and training for this type of work. The names, title, and qualifications of the proposed project manager and support staff and subcontractors, who will be conducting this work assignment, including their experience and projects in which they had "hands-on" responsibility and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organizational structure of staff members and sub-consultants (if any).
- **Outline:** Provide an outline of the proposed plan.

- **Schedule:** The following is a tentative schedule, provide a timeline that provides an overall schedule including any milestones and potential public meetings.
  - Proposal Submission deadline (August 25, 2023, 12:00 p.m.)
  - District staff will review all proposals and determine finalist(s).
  - Award of contract by District Board is tentatively scheduled for the September 28, 2023 Board Meeting, with the execution of contract agreement in the week following the contract award.
  - Work begins tentatively 45 to 60 days following the submission deadline.
  - This schedule is subject to change for any reason at the Board’s discretion.

**COST PROPOSAL**

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

**1 copy of the cost proposal should be packaged separately from the technical Proposal.**

After the proposal deadline a complete cost proposal may be requested by the District via email.

**PROPOSALS WILL NOT BE OPENED PUBLICLY**

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

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

**AGREEMENT**

Proposals should include the information requested below:

1. The District will provide a copy of the District’s standard Professional Services Agreement following consideration of contract award by the Board of Directors. At that time, the District will require your review of this agreement and provide the District with a written statement of your firm's willingness to accept the terms of the agreement.
2. A statement that this RFQ shall be incorporated in its entirety as a part of the Consultant's proposal.
3. A statement that this RFQ and the Consultant's proposal will jointly become the Scope for Professional Consultant Services for this project.

**4.** A statement that the services to be provided, and fees therein, will be in accordance with the District's RFQ except as otherwise specified in the Consultant's proposal under the heading "Exceptions to the District's Request for Proposals."

**5.** A single and separate section with the heading "Exceptions to the District's Request for Proposals" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFQ upon which the Consultant's proposal is contingent and which Consultant requests take precedent over this RFQ.

**6.** A written statement by the Consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

**7.** A written statement by the Consultant shall allow all authorized federal, state, county, and SMCSD officials access to the place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three years in the consultant's place of business.

**8.** The Consultant will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity clause) as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CRF, Part 60), California Labor Code 1410, et seq., California Labor Code 1777.6, and implementing regulations concerning equal opportunity for Apprentices. A written statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin should be included.

**9.** A written statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874 C) and the implementation regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

**10.** Evidence of Insurance must be received prior to agreement implementation.

**a.** Insurance Requirements - The Consultant shall provide and maintain insurance, acceptable to District's General Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performances of the work hereunder by the Consultant, its agents, representatives or employees. Insurance is to be placed with a current A.M. Best's rating of no less than A: VII. The Consultant shall provide the following scope and limits of insurance as stated in the attached Professional Services Agreement.

**b.** Other Provisions - Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this paragraph shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or limits except after 30 days prior written notice by Certified mail, return receipt requested, has been given to the District

(2) General Liability and Automobile Liability Coverages:

(a) District, its officers, officials, and employees and volunteers are to be covered as additional insured as respects: liability arising out of activities the Consultant performs, products and completed operations of the Consultant; and premises owned, leased or hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, or employees.

(b) The Consultant's insurance coverage shall be primary insurance as respects to District, its officers, officials, employees or volunteers shall apply in excess of, and not contribute with, the Consultant's insurance.

(c) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including the breaches of warranties shall not affect coverage provided to the District, its officers, officials, employees, or volunteers.

(3) Worker's Compensation and Employer's Liability Coverage - Unless the General Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, and agents for losses arising from work performed by Consultant for District.

(4) Other Requirements:

(a) Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. The District General Counsel may require Consultant furnish the District with copies of original endorsements affecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The District reserves the right to inspect complete, certified copies of all required copies of all required insurance policies at any time.

(b) The Consultant shall furnish certificates and endorsements from each subcontractor identical to those the Consultant provides.

(c) Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officer, officials, employees, and volunteers; or the Consultant shall procure a bond

guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(d) The procuring of such required policy or policies of insurance shall not be construed to limit the Consultant's liability hereunder to fulfill the indemnification provisions and requirements of this Agreement.

**11.** The Consultant may utilize the services of specialty Subcontractors/consultants on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors/consultants. Unless the Consultant lists specific Subcontractors/consultants, the Consultant is representing to District that the Consultant has all appropriate licenses, certifications, and registrations to perform the work hereunder. After submission of his/her proposal, the Consultant shall not award Work to any unlisted Subcontractors/consultants without the prior written approval of the District. The Consultant shall be fully responsible to the District for the performance of his/her Subcontractors/consultants, and of persons either directly or indirectly employed by them. Nothing contained herein shall create any contractual relationship between any Subcontractors/consultants and the District. The services provided by a subcontractor/consultant may not exceed 49% of the work of the total contract.

#### **REQUESTS FOR INFORMATION (RFI)**

- **Will be accepted until 14 calendar days before the submission deadline.**
- **Must be sent via email to [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)**
- **No RFIs will be responded to which are not received, or initiated, via email.**
- **It is the requester's responsibility to confirm receipt of RFI requests.**

#### **DEADLINE FOR SUBMISSION OF PROPOSALS**

All proposals received after the deadline will be rejected.

1. Interested firms should submit proposals by 12:00 P.M. (Noon) August 25<sup>th</sup> 2023 to:

San Miguel Community Services District  
c/o General Manager  
P.O. Box 180  
1765 Bonita Place  
San Miguel, California 93451.

2. Technical Proposals must be sealed and marked:

**“Technical Proposal – Certified Accounting Consultant RFQ – San Miguel Community Services District”**

3. Cost Proposals must be sealed and marked:

**“Cost Proposal – Certified Accounting Consultant RFQ – San Miguel Community Services District”**

## EVALUATION CRITERIA

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

1. Approach to the work including task breakdown and staffing.
2. Qualifications, experience, and technical competence of your firm and key people on similar projects of equal complexity.
3. Experience with small public agencies.

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

### **Format for Response to Request for Proposal (RFQ)**

**Firms that are interested in providing a proposal should email [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org) expressing that they are interested in providing a proposal for this RFQ and wish to receive additional clarification and addendums regarding this RFQ.**

The District administration office will provide any clarifications and addendums to this RFQ directly to all consultants who have expressed interest in this RFQ to the General Manager, in addition to publishing them on the District's website at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org).

The response to the RFQ must be made according to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements, or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8 ½" x 11" sheets (foldouts are acceptable for charts, etc.), and font size must be no smaller than 12 point.

Please deliver the RFQ proposals in a sealed envelope, labeled as shown below in Item 1.

#### **US Mail or Hand delivery, FedEx, UPS, etc.:**

San Miguel Community Services District  
Attn: Kelly Dodds General Manager  
Po Box 180/ 1765 Bonita Place  
San Miguel, CA 93451

Kelly Dodds, General Manager, will serve as the District's prime contact during the proposal process. The District prefers that any questions, inquiries, and matters of coordination regarding the required services be submitted by e-mail to the contact listed below:

[kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)

Phone: (805) 467-3388

Proposals in the form of telegrams, telephone calls, facsimiles, e-mails, or telexes will not be accepted. Late proposals will be rejected. A proposal is considered late if it has not been received by the District administrative office by the due date and time listed above.

Delivery of the hard copy proposal by the due date at 12:00 p.m (noon) will constitute acceptable delivery. Consultants should be prepared to provide an electronic copy of their complete submittal at the District's request. The delivery of the requested electronic copy via e-mail to the District's contacts will not invalidate the successful delivery of the response to the RFQ, as long as the hard copy is received by the date and time specified.

### **Mandatory Content and Sequence of Submittals:**

#### **1. Cover Letter**

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

#### **2. Table of Contents**

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

#### **3. Consultant Qualifications (Applicable Only the Technical Proposal)**

Section 3 of the Technical Proposal shall be entitled "Consultant Qualifications" and shall include a description of the consultant firm's resources, experiences, and capabilities as they relate to the stated project, as well as resumes of the staff to be assigned to this project. The Technical Proposal shall include all specifications identified in the Technical Proposal section at page 3 of this RFQ. Submit in the order identified below:

**Background and experience.** In this section, describe your firm's background and its organizational structure. Describe the roles and background of the team leader and key team members. Describe capabilities specific to the scope of work within this RFQ.

**Consultants.** Describe the background and qualifications for each of the consultants your firm would use in meeting the above capabilities and in completing the listed tasks.

**Scheduling.** Delineate the schedule you propose in completing the listed tasks.

**Cost Control.** Describe how your firm ensures that the project contract amount is not exceeded.

#### **4. Price Estimate (Applicable Only to the Cost Proposal)**

Section 3 of the Cost Proposal shall be entitled "Price Estimate" and shall provide a breakdown of costs by hour, and by task contained in the Cost Proposal section at page 4 of this RFQ. Provide a total "not to exceed" amount inclusive of ancillary costs, such as copying, travel, phone, etc.

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

#### **5. Experience Summary**

Section 4 shall be entitled “Experience Summary” and shall briefly describe knowledge and experience in conducting similar projects for other agencies, along with a discussion comparing similarities with this project. Include professional references, including names and telephone numbers for each sample project.

#### **6. Additional Data**

Section 5 shall be entitled “Additional Data” and shall include any other data the consultant deems essential to the evaluation of the qualifications and proposal statements. Where appropriate, please key data back to the information contained in Sections 1 thru 4. If there is no additional data, this section will consist of the statement, “We wish to present no additional data.” This section shall be limited to two pages.

### **GENERAL CONDITIONS**

- Preference will be given to Firms with offices within 150 miles of the District. The Consultant shall indicate where the office that would service this contract is located.
- The proposing firm must not be disbarred by the DIR or SAMs.
- The District shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost.
- Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFQ at any time without prior notice and to reject any all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District’s option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and/or all proposals. The District expressly reserves the right to postpone the submittal opening for its convenience and to reject any and all submittals responding to this RFQ.
- Proposal will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFQ shall become the property of the District and will be retained or disposed of accordingly.



- All responses this RFQ shall be subject to disclosure pursuant to the California Public Records Act. Consultant is encouraged to mark any proprietary or confidential information as such in its proposal.
- No amendments, additions, or alternates shall be accepted after the submission date and time, unless specifically requested by the District from all proposing firms.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Acceptance by the District of any proposal submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All work performed for the SMCS D, including all documents and computer software files associated with the project, will become the exclusive property of the District. The proposals must indicate if the consultant anticipates using software that is proprietary in nature and therefore cannot be legally released to the District. All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et. seq.*, are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements set forth in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments

## **PROPOSAL TERMS AND CONDITIONS**

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

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

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

## **RIGHT OF REFUSAL**

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

## **SELECTION PROCEDURES**

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

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

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

Cost of services shall be considered pursuant to 40 U.S.C. §§ 1101 *et seq.* The RFQs will be presented to the District Board of Directors for consideration at its September 2023 Regular meeting or later. If the Board desires, it is anticipated that consulting firm staff, as proposed by the selected firms, after notification by the District, will make themselves available for questions at the designated District Board Meeting which will be determined and communicated to the Consultants selected to move forward in the process.



Caring for our external and internal clients with a passion to go the extra mile.

Respecting our peers and their individual contributions.

Conducting ourselves with the highest level of integrity at all times.

Trusting and supporting one another.

Being accountable for the overall success of the firm,  
not just individual or office success.

Stretching ourselves to be innovative and creative, while managing the related risks.

Recognizing the importance of maintaining a balance between work and home life.

Promoting positive working relationships.

And, most of all, enjoying our jobs ... and having fun!



**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.8**

**SUBJECT:** San Miguel septic to sewer conversion project application preparation. (Dodds)

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**SUGGESTED ACTION:** Approve RESOLUTION 2023-43 authorizing the General Manager to contract with Water Systems Consulting (WSC) in an amount not to exceed \$15,700 to prepare a grant application for the San Miguel septic to sewer conversion project.

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**DISCUSSION:**

The San Miguel septic to sewer conversion project is a project to develop sewer mains and lift stations to facilitate sewer service to the East side of the Salinas River (San Lawrence Terrace) and to connect the few existing residences that are currently on septic systems within the west side of the Salinas to the San Miguel Sanitary Sewer Collection System.

Septic systems have been identified as a contributing factor in the increase of Nitrates and other contaminants to the groundwater. The Districts' San Lawrence Terrace (Terrace) Well has a long history of Nitrates exceeding the Maximum Contaminate Limit (MCL) and it has long been thought that the high nitrates in this well, and the predecessor well, are directly related to septic systems in the surrounding properties in addition to contamination from neighboring vineyard operations. In addition to the short-term benefit, removing septic systems in this area will also have a cumulative long term benefit to the water basin by ceasing to contaminate the ground and groundwater with septage contaminants.

The State Waterboard is prioritizing funding from the Clean Water State Revolving Fund (CWSRF) to help Disadvantaged Communities (DAC) to plan for and construct sewer collection system improvements to enable removal of septic systems and connect properties to community sewer systems.

If the CWSRF grant is awarded these funds will fund the project planning, project management, construction application, and associated studies and reports for this project.

There are approximately 85 existing residences on septic within the scope of this project. The septic to sewer program will fund between \$125,000 and \$175,000 for each existing home that is converted. This is total funding per connection for planning and construction combined. The total project, assuming connection of 85 residences could be approximately 10.6 to 14.9 million dollars.

Adoption of this resolution will authorize the General Manager to contract with Water Systems Consulting (WSC) to prepare a grant application and all the associated reports and engineering documentation required for submittal of a planning application.

This application phase of this project is exempt from CEQA, section 15309.

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**FISCAL IMPACT:**

Approval of this resolution will encumber \$15,700 of wastewater capital funds through the following budget adjustments.

Increase expense budget 40-964 (Septic to Sewer Conversion) in an amount of \$15,700

Increase revenue account 40-46010 (Transfer In) in an amount of \$15,700  
Transfer \$15,700 from Wastewater Capital Reserve to Wastewater Operating cash

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PREPARED BY: Kelly Dodds

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**RESOLUTION NO. 2023-43**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL  
MANAGER TO ENTER INTO A CONTRACT WITH WATER SYSTEMS CONSULTING TO  
PREPARE A GRANT APPLICATION FOR THE SAN MIGUEL ‘SEPTIC TO SEWER’  
PROJECT IN AN AMOUNT NOT TO EXCEED \$15,700 WITH CORRESPONDING BUDGET  
ADJUSTMENTS.**

**WHEREAS**, the San Miguel Community Services District (“District”) operates the wastewater system within the community; and

**WHEREAS**, the San Lawrence Terrace and several other pockets within San Miguel are not connected to the District sanitary sewer collection system and are negatively impacting groundwater through the use of septic systems; and

**WHEREAS**, the installation of sewer collection on the San Lawrence Terrace is identified within the District’s water and wastewater masterplan.

**NOW THEREFORE, BE IT RESOLVED**, the Board does hereby resolve, determine, and order as follows:

1. The San Miguel Community Services District Board of Directors (“Board”) authorizes the General Manager to contract with Water Systems Consulting, in an amount not to exceed \$15,7000 and in a form approved by General counsel, to complete all reports and engineering to complete and submit an application for planning funding for this project.
2. The Board authorizes a FY 2023-24 Budget adjustment as follows:
  - Increase to Fund 40 - Expense Object 964 in the amount of \$15,700
  - Increase to Fund 40 - Revenue Account 46014 in the amount of \$15,700
3. The Board authorizes a transfer from Wastewater Capital Reserve to Wastewater Operational Cash in an amount up to \$15,700 based on the actual expenses incurred for this project.
4. The Board authorizes the General Manager to Submit the completed application on behalf of the 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 28th day of September 2023.

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.9**

**SUBJECT:** Revision to District water and wastewater Billing policy (Dodds)

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**SUGGESTED ACTION:** Review and approve RESOLUTION 2023-47 adopting revisions to the District water and wastewater billing policy.

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**DISCUSSION:**

Changes to the Billing Policy are contingent on the approval of the proposed rate structure. If the proposition 218 rate hearing and adoption fails, then this item should be tabled to an unidentified future meeting.

Approval of RESOLUTION 2023-47 will adopt and implement changes to the existing Billing Policy. The proposed revisions pertain to changes in the rate structure that are proposed in the proposition 218 hearing, predominantly removing language referring to the inclusion of water units within the flat rate fees.

No changes are proposed for specific wastewater sections at this time, those sections will be brought back as appropriate after the wastewater rate study is completed.

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**FISCAL IMPACT:**

Staff time to review and revise customer accounts to comply with policy changes.

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PREPARED BY: Kelly Dodds

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**San Miguel Utility Billing Policy**  
~~October 2020~~ **June September 2023**  
Effective as of October 16<sup>th</sup> 2023

**Section 1. Policy Purpose and Application**

The Board of Directors adopts this policy to:

- a. Provide procedures for billing of varied occupancies based on the approved rate structure;
- b. Provide a fair and impartial procedure for customers to dispute fees assessed by the District;
- c. Establish a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations;
- d. Facilitate timely payment from District customers to meet the District's financial obligations;
- e. Ensure that customers that meet their obligation of timely payment do not bear the additional cost of those who do not;
- f. Establish enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found;
- g. Establish procedures for District customers to dispute the accuracy of any utility bill, late fee, or other enforcement mechanism used by the District for the collection of utility charges.

**Section 2. Payment Due**

Payment for services shall be due upon receipt and are deemed past due by the 14<sup>0</sup><sup>th</sup> of the following month. Accounts are subject to discontinuation of services, per Section 6 of this Policy, ~~60-60~~ days after the billing date shown on the bill ("Discontinuation of Services Amount Due After Date").<sup>1</sup>

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<sup>1</sup> This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.

### **Section 3: Late Fees**

- a. Payments received after the due date (Penalty Date) will be assessed a ten percent (10%) penalty of any unpaid balance, in compliance with California Government Code section 61115, subdivision (A)(3)(c). For every month a balance remains unpaid, the District will assess an additional one percent (1%) penalty for each month the balance remains unpaid. The additional 1% penalty each month is in addition to the initial ten percent (10%) penalty.
- b. The District will waive interest charges on a delinquent bills once every 12 months for a residential customer who can demonstrate to that his or her household income is below 200 percent of the federal poverty line.<sup>2</sup>
- c. Each customer shall be responsible for paying reasonable expenses of collection, including, but not limited to, attorney's fees and costs should it become necessary to use such measures to collect the charges on the customer's account.

### **Section 4 application of monthly water and wastewater rates based on occupancy**

#### a. Water Billing

##### i. Meters 1 ½" and larger

All services with water meters 1 1/2" and larger in size, regardless of occupancy, will be considered commercial and charged according to the size of the meter in addition to the non-residential usage tier rates for actual usage. ~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 hundred cubic feet ("HCF"). Actual usage fees will apply after the initial 5 HCF.~~

##### ii. Meters 1" and smaller (single family)

All water meters 1" and smaller in size which serve single-family residences will be charged one (1) 1" meter fixed rate per separate residence and usage based on the Single-Family Residential Tier structure. ~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 HCF per separate residence. Actual usage fees will apply after the initial 5 HCF per separate residence.~~

~~-ADUs sharing a service with a single familySingle-Family residence are not considered a separate residence and not billed a separate fixed rate.~~

~~-ADUs with separate services are considered Ssingle--Ffamily for the purposes of this policy.~~

##### iii. Meters 1" and smaller (multifamily)

All water meters 1" and smaller in size which serve properties with multi-family residential units will be charged one (1) 1" meter fixed rate per separate residential building and usage based on the Single-Family ~~-Tier~~Residential Tier structure.

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<sup>2</sup> This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.

~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 HCF per separate residential building within the fixed rate. Actual usage fees will apply after the initial 5 HCF per residential building.~~

iv. Meters 1" and smaller (commercial and mixed use)

All water meters 1" and smaller in size which serve properties with commercial or mixed-use occupancies will be classified as commercial and charged one (1) 1" meter fixed rate per separate building and usage based on the non-residential Tier structure. ~~The service will be granted 5 HCF per separate building within the fixed rate. Actual usage fees will apply the initial 5 units per building.~~

### Wastewater Billing

i. Single Family Residential

All water meters 1" and smaller in size that serve single-family residence(s) will be charged one (1) single family fixed charge per residence.

ii. Multifamily residential

All water meters 1" and smaller in size that serve multifamily dwelling units will be charged one (1) multifamily fixed charge per dwelling unit.

iii. Multiple Unit residential

Properties with multiple single-family residential buildings which are each 500 square feet or less in size and served by a single meter will be considered commercial in nature and charged one (1) commercial fixed charge and usage rate based on their volumetric strength as determined by the strength listing.

Properties with multiple single-family residential buildings which are each in excess of 500 square feet in size and served by a single meter will be considered single-family residences and be charged one (1) single family fixed charge per separate residence.

iv. Commercial and Mixed use

Commercial and mixed-use services will be charged one (1) commercial fixed charge per separate building and a usage rate based on their volumetric strength, as determined by the current strength listing adopted by board resolution.

The volumetric rate will be based on the predominant building usage based on square footage within the building. If a building has two occupancies of equal square footage within the building, then the usage rate will be the higher of the two.

### Section 5: Long term Suspension of service

- a. Upon written request to the District General Manager, a customer can request that their water and sewer service be suspended for a period of no less than six (6) months.

- b. A written request must be made at least 15 days prior to the requested suspension date indicating the reason for the suspension, date of shutoff, and date of restart. The written request must contain the name of a contact, and that person's contact information for the customer while they are out of the area or an alternate contact for someone able to make financial commitments on behalf of the current customer.
- c. If the customer is not the property owner, written authorization from the property owner must also be provided prior to approval of the suspension.
- d. In order to process the request for suspension the account must be paid in full at the time of suspension.
- e. Only one suspension will be allowed per year per account.
- f. On the day of the suspension the water meter will be turned off and locked.
- g. The District is not responsible for damage to piping or personal property past the water meter due to the long-term suspension of water and sewer service.
- h. If the service to be suspended also provide water to residential or commercial fire sprinklers, then the suspension of that service will cause the fire sprinklers to not work. The District is not responsible for damage to the building, fire sprinkler system, or any other property as a result of the water being turned off at the account holders request.

## **Section 6: Discontinuance of Service**

### ***Notice to Residential Owner***

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges.
- b. The District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;
    2. The amount of the delinquency;
    3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
    4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
    5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;

6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable); and
  7. The telephone number of a District employee who can provide additional information or institute arrangements for payment.
- c. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
  - d. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult residing at the residence by telephone, text or email at least 24 hours prior to the Discontinuation of Service Date.
  - e. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
  - f. Should a customer’s service be disconnected, at the time of disconnection a “Notice of Service Disconnection” will be posted via door hanger at that time.
  - g. Services shall not be disconnected pending an appeal, as outlined in Section 9 of this Policy below, or pending a request for relief, until the Board of Directors rules on the appeal.
  - h. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

***Notice to Landlord/Tenant Individual Meter***

For residential occupants receiving services through an individual meter in a detached single-family dwelling, a multi-unit residential structure, mobile home park, or a permanent residential structure in a labor camp, and the owner, manager, or operator is listed as the customer of record, and the District will provide notice to the residential occupant(s) that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least ten (10) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;

2. The amount of the delinquency;
  3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
  4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
  5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
  6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
  7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
  8. The date that the District will discontinue services; and
  9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account.
- b. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
  - c. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult residing at the residence by telephone, text or email at least 24 hours prior to any termination of service.
  - d. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
  - e. Should a customer’s service be disconnected, at the time of disconnection a “Notice of Service Disconnection” will be posted via door hanger at that time.
  - f. Services not disconnected prior to an appeal, as outlined in Section 9 of this Policy below, or request for relief shall not be disconnected until the Board of Directors rules on the appeal.
  - g. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

***Notice to Landlord/Tenant Master Meter***

For residential occupants receiving services through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp, and the owner, manager, or operator is listed as the customer of record, provide notice to each residential unit that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;
    2. The amount of the delinquency;
    3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
    4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
    5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
    6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
    7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
    8. The date that the District will discontinue services;
    9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account; and
    10. Must specify, in plain language, what the residential occupants are required to do in order to prevent discontinuation of service, or to reestablish service; and
    11. The telephone number of a qualified legal services project, which has been recommended by the local county bar association.

***Notice to Elderly or Dependent Adult***

If a customer is 65 years of age or older, or a dependent adult, the following must apply:

- a. The District must provide an option to these customers for third-party notification services. For example, a qualified customer may designate his or her adult child as the designated third-party to be notified about a delinquent payment.



- b. The qualified customer shall make a request to designate a third-party to be notified on a form provided by the District and shall include the written consent of the designated third-party.
- c. The third-party notification does not obligate the third-party to pay the overdue charges, nor shall it prevent or delay the termination of services.
- d. If a qualified customer requests third-party notification, the District must attempt to notify the designated third-party to receive notification when the qualified customer's account is past due and subject to discontinuation of services.
- e. Notification shall include information on requirements to prevent discontinuation of services.

### ***Exceptions to Discontinuation of Services***

The District will not discontinue services in the following instances:

- a. On Saturday, Sunday, legal holiday, or hours during which business offices of the District's Utility Department are not open to the public;
- b. If the customer disputes the bill and during the pendency of an investigation into the customer's dispute or complaint, as outlined in Section 7 of this Policy;
- c. When the customer has been granted an extension of the period to pay the bill (however, termination may be applicable if the extension period expires);
- d. If the customer is compliant with an amortization agreement and the customer also keeps the account current as charges accrue in each subsequent billing period; and
- e. A licensed physician or surgeon has certified that termination of services will be life threatening to the customer, and the customer is financially unable to pay for service in the normal payment period, and the customer is willing to enter into an amortization agreement for all charges that the customer is unable to pay prior to delinquency.

### **Section 7: Request for Relief**

- a. Any customer of the District may file a written request with the General Manager disputing any fee or charge assessed by the District or water service disconnection within five (5) days of the fee becoming due or water service becoming disconnected. Time limitations prescribed by this subsection shall not apply within the first ninety (90) days of this policy's adoption.
- b. Within thirteen (13) days of submitting the request in writing, the customer may make a request for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment.
- c. The General Manager shall review all written requests for relief and either deny the request or grant the relief requested or a portion thereof. Factors for consideration shall include:
  - 1. Billing errors;



2. Faulty meter or a misread meter;
3. A water leak was present necessitating a leak adjustment;
4. Consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time; and
5. Any other factor deemed relevant by the General Manager.

### **Section 8: Request for Relief, leak adjustments**

- a. Any customer of the District may file a written request for a leak adjustment.
  - i. The written request must include the following information: account number, name on the account, date leak was fixed, cause of the leak, supporting information of the leak repair (receipts, pictures, etc.).
- b. To apply for a leak adjustment, the following conditions must be met:
  - i. The customer's account must be current, the customer must have taken immediate action to repair the leak once the leak was identified, and the customer must not have had any other leak adjustment within 12 months of the current request.
- c. If approved by the General Manager, the amount of the credit will be determined by subtracting the average of the previous 12 months' bills from the bill for the period in which the leak occurred and dividing that amount by two.

### **Section 9: Appeals**

- a. Any customer of the District who disputes the General Manager's final decision under section 7 and 8 of this policy, may appeal the decision by filing a "Notice of Appeal" no later than fifteen (15) days from the date of the General Manager's final decision. Appeals of the General Manager's decision shall be heard by the Board of Directors.
- b. No customer shall be entitled to a hearing before the Board of Directors without first requesting relief pursuant to Section 7 or Section 8.
- c. The Notice of Appeal shall set forth the basis for the appeal and all facts upon which the appeal is based.
- d. Within fifteen (15) days of receiving the Notice of Appeal, the General Manager shall notify the appellant of the time and place for the hearing. The General Manager shall provide notice of the hearing to the appellant no later than fourteen (14) days prior to the hearing.
- e. The customer may present evidence demonstrating that the utility bill is inaccurate, or the amount owed is improper. The General Manager may present evidence that demonstrates the accuracy of the utility bill and evidence that justifies the amount of the utility bill.
- f. The Board of Directors may affirm the amounts assessed by the General Manager, reduce any portion of the delinquent amount or penalties, or find that the imposition of the penalty is not warranted. When reducing the amount sought by the utility bill, the Board shall make a finding on the record that the reduction is in the public interest.

- g. The Board of Directors' decision shall be final, and outstanding balances shall be due immediately, unless otherwise extended by the Board of Directors.
- h. The Board of Directors, in its sole discretion, may refuse to hear an appeal and instead have the appeal heard by a neutral arbitrator. Costs of arbitration prescribed by this subsection shall be split evenly by the District and the customer.

### **Section 10. Collection Via Tax Roll**

Any amount that remains outstanding thirty (30) days after the appeal hearing or any amount that becomes final and unappealable may be collected on the tax roll in the same manner as property taxes, pursuant to Government Code section 61115. The General Manager shall prepare and file a report with the Board of Directors that describes the affected property and the amount of charges and delinquencies for the year. The General Manager shall publish notice of the filing of the report and of the time and place for a public hearing in a newspaper of general circulation once a week for two weeks at least fourteen (14) days prior to the public hearing.

At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties prior to adopting the final report. The Board of Directors determination on each affected parcel and its determinations shall be final.

After the Board of Directors adopts the final report, the General Manager shall submit the final report to the County of San Luis Obispo Clerk Recorder on or before June 1<sup>st</sup> of each year, and the delinquent charges shall become an assessment against each affected parcel and collected in the same manner as property taxes.

### **Section 11. Severability**

If any part of this policy, or the application thereof to any person or circumstance, is held invalid, the remainder of the policy, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the sections of this policy are severable.



**RESOLUTION NO. 2023-47**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT ADOPTING REVISIONS TO THE UTILITY  
BILLING POLICY**

**WHEREAS**, the San Miguel Community Services District (“District”) established governing policies and procedures for water and wastewater utility billing through resolution 2018-35 (“Policies”); and

**WHEREAS**, the District Board of Directors (“Board”) has determined that these governing policies and procedures should be established with formal processes to appeal a utility billing statement, and to allow the District to recover appropriate late fee charges through a public hearing; and

**WHEREAS**, thru regular review of District Policies and procedures it was determined that revisions were needed to the Utility Billing Policy to maintain currency and applicability with current practice; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Miguel Community Services District hereby approve and adopt the revised Utility Billing policy as shown as Exhibit “A” attached hereto.

**BE IT FURTHER RESOLVED**, this Resolution shall be in effect upon adoption of this resolution by the Board and remain in full force and effect until rescinded or replaced by a Board resolution or ordinance.

**PASSED AND ADOPTED** by the Board of Directors on a motion with amendments of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Rod Smiley, President  
Board of Directors

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kelly Dodds General Manager

\_\_\_\_\_  
Douglas L. White, District General  
Counsel

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

September 28, 2023

**AGENDA ITEM: 10.10**

**SUBJECT:** Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCA) and Revised Purchasing Policy (Tabled from August 24th meeting)

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**SUGGESTED ACTION:**

Adopt RESOLUTION 2023-37 electing to subject the District to the requirements of the California Uniform Public Construction Cost Accounting Act and approving an amended Purchasing Policy.

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**DISCUSSION:**

This item was originally presented to the Board August 24th, 2023, at which time the Board tabled it.

**Additional information:**

Many of the small projects that the District engages in are too small to attract the attention of most contractors. We have a small group of contractors who will complete these small projects for the District but only because they can use it as 'fill in' work. Being able to perform more of the smaller work ourselves or through informal bidding will reduce time to completion and in the case of performing the work ourselves will reduce overall cost as we would not be paying prevailing wage to contractors.

If implemented these changes will allow more latitude in how the District is able to get smaller projects completed.

Some of the projects that could have benefited and potentially saved the District time and money are:

- Sewer main and manhole inspection services - released in August 2023 - expected to cost \$124,000
- SM Tank Inspection project - in progress, contracted for \$67,950.

Some planned projects that would benefit from this change:

- SM tank road repairs - Road work to repair failing sections of roadway and drainage - \$20,000 to \$50,000
- Sludge removal from WWTF - Current year is expected to be between \$40,000 and \$60,000
- SM Tank recoating - actual cost is unknown but expected to be around \$100,000
- 15th street Sewer line extension - 150' sewer main extension - \$30,000 to \$40,000
- Prado sewer line replacement - 380' sewer line replacement - \$80,000 to \$100,000

**Information from August 24th Board meeting:**

The California Uniform Public Construction Cost Accounting Act (the "Act") is a program created in 1983 which allows local agencies to perform public project work up to Sixty Thousand Dollars (\$60,000.00) using its own workforce, as well as provides alternative bidding procedures for work performed by contract. By opting into the Act, the District elects to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* of the California Uniform Construction Cost Accounting Commission ("Commission").

The Act defines “public project” as the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting, and repair work involving any publicly owned, leased or operated facility.<sup>[1]</sup> Maintenance work is excluded from the Act, and is defined as routine, recurring, and usual work for the preservation or protection of any publicly owned or operated facility.<sup>[2]</sup> Minor repainting, resurfacing of streets and highways at less than one inch, landscape maintenance, and any work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems is also defined as “maintenance” by the Act.

The most significant benefit of the Act is the increased bidding thresholds for public projects. The Act allows for projects of Sixty Thousand Dollars (\$60,000.00) or less to be performed by negotiated contract or by purchase order<sup>[3]</sup> or by District staff, and projects less than Two Hundred Thousand Dollars (\$200,000.00) may be let to contract using informal bidding procedures.<sup>[4]</sup> Projects that exceed Two Hundred Thousand Dollars (\$200,000.00) are let to contract by formal bidding procedures.<sup>[5]</sup>

The informal bidding procedures described in the *Cost Accounting Policies and Procedures Manual* require notification of bidding using one of two options: (1) Notification sent to the appropriate firms on the bidders list of qualified contractors; or (2) Notification through trade journals and exchanges.

The creation and maintenance of a list of qualified bidders is required by the Act. The list, which is updated each November, is established through written notice to all construction trade journals designated for the District by Public Contract Code section 22036. The notice invites all licensed contractors to submit the name of their firm for inclusion on the list of qualified bidders. All contractors on the list for the category of work being bid are notified and invited to bid on the project. The District may, alternatively, opt to mail a notice inviting bids to all construction trade journals specified in Section 22036. The notifications must be made at least ten (10) days prior to the bid opening.

Formal bids will continue to be let using the standard bid process, as outlined in the Public Contract Code and the Purchasing Policy.

Currently, public projects that exceed Twenty-Five Thousand Dollars (\$25,000.00) must be formally bid.<sup>[6]</sup> The Act, which increases the bidding threshold, would result in greater efficiency and flexibility when executing public works projects, and would streamline and expedite contracting for smaller projects. The reduction in the number of formal bids reduces project costs by eliminating the need for advertising and reducing the staff time necessary to prepare and carry out the formal bidding process for projects of less than Two Hundred Thousand Dollars (\$200,000.00).

Participation in the Act is open to any local agency in California, and participation is voluntary and can be withdrawn at any time. As of June 1, 2023, there are 289 cities, 45 counties, 739 school districts, and 405 special districts throughout California that have elected to become subject to the Act.

The Act requires election via resolution to become subject to the uniform construction cost accounting procedures. Additionally, an informal bidding policy is required to be adopted pursuant to Public Contract Code section 22034. The District's Purchasing Policy has been revised to conform to the requirements of the Act. Additional revisions have been made to update the Policy to the District's current practices, technological abilities, to correct minor grammatical and typographical errors, and formatting for ease of reference. The revised Policy has been reviewed by District staff, the General Manager, and the General Counsel's office.

[1] Pub. Contract Code, § 22002, subd. (c).

[2] Pub. Contract Code, § 22002, subd. (d).

[3] Pub. Contract Code, § 22032, subd. (a).

[4] *Id.* at subd. (b).

[5] *Id.* at subd. (c).

[6] Pub. Contract Code, §§ 20682, 20682.5.

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**FISCAL IMPACT:**

Due to the increased thresholds for formal bids, the District would benefit from cost savings in advertising and staff time for project administration.

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PREPARED BY: Kelly Dodds

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**RESOLUTION NO. 2023-37**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT ELECTING TO BECOME SUBJECT TO THE  
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND  
ADOPTING AN AMENDED PURCHASING POLICY**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.) (the “Act”) is a program created in 1983 which allows local agencies to perform public project work up to Sixty Thousand Dollars (\$60,000.00) using its own work force, as well as provides alternative bidding procedures for work performed by contract on public works; and

**WHEREAS**, participation in the Act is open to any local agency in California, and participation is voluntary and can be withdrawn at any time; and

**WHEREAS**, the San Miguel Community Services District (“District”) would greatly benefit from opting into the Act because the Act provides increased bidding thresholds for public projects; and

**WHEREAS**, the District currently requires public projects that exceed Five Thousand Dollars (\$5,000.00) to be formally bid, as required by Public Contract Code section 20162; and

**WHEREAS**, the increased bidding thresholds provided under the Act will result in greater efficiency and flexibility when executing public works projects, and would streamline and expedite contracting for smaller projects; and

**WHEREAS**, the reduction in the number of formal bids will reduce overall project costs by eliminating the need for advertising and reducing the staff time necessary to prepare and carry out the formal bidding process for projects of less than Two Hundred Thousand Dollars (\$200,000); and

**WHEREAS**, the California Uniform Construction Cost Accounting Commission (“Commission”) established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of, or in the contracting for, construction of public projects; and

**WHEREAS**, the District’s current Purchasing Policy, last updated December 16, 2021, has been revised to conform to the requirements of the Act; and

**WHEREAS**, the Board desires to adopt the amended Purchase Policy, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the San Miguel Community Services District hereby:

1. Elect under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures.
2. Adopts the amended Purchasing Policy, attached hereto as Exhibit A.
3. Directs the General Manager to take all steps reasonably necessary to implement the Act and the amended Purchasing Policy.
4. This Resolution shall become effective as of September 1, 2023.

**Commented [CMP1]:** This date may be updated to reflect when the District will be ready to implement the policy, whether sooner or later.

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 24<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tamara Parent, Board Clerk

\_\_\_\_\_  
Douglas L. White, District General Counsel





## SAN MIGUEL COMMUNITY SERVICE DISTRICT

~~December 16<sup>th</sup> 2021~~ August 24, 2023

(~~Previously Last Revised January 2015, June 2017, July 2018, April 2020, December 2021~~)

### **DISTRICT PURCHASING POLICIES, PROCEDURES, AND REGULATIONS GOVERNING CONTRACT AND PROFESSIONAL SERVICES BIDDING PROCEDURES, PURCHASES OF MATERIALS, SUPPLIES, AND EQUIPMENT**

**PURPOSE:** To assure that the financial resources of the San Miguel Community Services District (“District”) are utilized in the most effective and efficient manner, all purchases shall adhere to these established procedures (attached herewith) and shall conform to the State of California laws and regulations pertaining to local agency purchasing policies, procedures and practices. The District purchasing procedures and practices shall conform to these provisions, and also to any adopted District Fiscal Policy and regulations, existing or amended.

The District's purchasing authority is the District General Manager or his/her designated representative. All references in this manual to the District's purchasing authority shall automatically mean the individual acting in the capacity of District General Manager (“General Manager”) and include “or his/her designee.” The fiscal limitations and thresholds contained in this manual apply on a per fiscal year basis (July 1<sup>st</sup> thru June 30<sup>th</sup>).

## PREFACE

To implement and carry out these Purchasing Policies, Procedures, and Regulations, the District shall give special consideration in the following circumstances:

### Local Vendor Preference

It shall be the policy of the District to give local vendors preference given that quality, prior performance, availability of service and parts, delivery schedule and price are equal. In matters of price, the local vendor shall be given full credit for local sales taxes, shipping/freight fees and any other fees or charges that might be applicable had the purchase been made from a non-local vendor.

For purposes of this policy, “local vendor” means a vendor or contractor what has an office with at least one employee physically located with the District. The local vendor preference policy does not apply to contracts funded by grants which prohibit the use of preferences.

### Cooperative Purchasing

It shall be the policy of the District to encourage and participate, whenever possible, in cooperative purchasing endeavors with other public agencies to receive benefits of lower pricing due to the quantities of materials, supplies, equipment or services which would not otherwise be available to the District as a sole purchaser. When procurement is processed through a cooperative purchase agreement with another public agency, whose procurement process is substantially consistent with the provisions of this Policy, the General Manager may waive the minimum requirements for quotes, bids or proposals.

### Limited Availability

Occasionally, required materials, supplies, equipment or services are of a proprietary nature, or are otherwise of such specific design or construction, as to be only available from one source. After receiving evidence that reasonable efforts have been made to find alternative vendors, the ~~Manager~~General Manager may waive the minimum requirement for quotes, bids or proposals.

### Emergency Conditions

An emergency is hereby defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or a distinct threat to public health, safety or welfare. In such cases, the ~~Manager~~General Manager may waive formal purchasing requirements, but reasonable efforts shall still be made to locate the lowest cost giving due consideration to quality, prior performance, availability of service and parts and delivery schedule.

### **Other Agency Procurement Contracts**

Minimum purchasing requirements are waived when the District elects to participate in a purchase contract of another public agency wherein they undertook a competitive bidding or purchasing process that is similar to the District's. The other public agency purchasing process must have occurred within the last twelve months in order to qualify for the District's participation, unless their purchasing contract was clearly multi-year in nature.

### **Internal Controls**

An integral component of any policy that endeavors to maximize the use of limited fiscal resources is internal controls. Accordingly, purchasing procedures shall also contain provisions relating to access and use of District gasoline credit cards, merchant cards and travel & educational expenditures.

(continued on next page)

# PURCHASING POLICIES, PROCEDURES AND PAYMENT PROCEDURES MANUAL

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## PURCHASING POLICIES, PROCEDURES, AND PAYMENT MANUAL

In order to carry out the purchasing policy of the District, the purchase of supplies, services, equipment or public works projects shall adhere to the procedures as set forth in this manual. This purchasing and payment procedures manual has been drafted to provide consistency with adopted District Fiscal and Financial Policies. Controlling regulations for the purchasing function are set forth in the resolutions and ordinances of the Board of Directors, the California Government Code, and the California Public Contract Code. In the event of a conflict between this Purchasing Policy and any subsequently adopted Board resolution or ordinance, the Board resolution or ordinance shall take precedence.

Nothing within the Purchasing Policy shall be construed as requirement a department, purchaser, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time. Additionally, nothing within this Purchasing Policy shall be construed as requiring the District, or any department, purchaser, or contractor, to take any action which conflicts with local, State, or federal requirements.

### **Section 1.0 ENCUMBRANCE OF FUNDS**

Except in emergency situations, the General Manager shall not issue any purchase order nor shall any contract be approved for materials, supplies, equipment, vehicles, or services unless there exists an unencumbered appropriation in the department budget against which said purchase or contract is to be charged.

### **Section 2.0 PURCHASES LESS THAN \$5,000**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or his/her designee, a Department Head or Supervisor may purchase supplies and services up to \$5,000.00 without approval of the ~~Manager~~General Manager, Board of Directors or issuance of a purchase order except as follows.

#### Section 2.0 EXCEPTIONS TO SECTION 1.0

- a) All computers must be purchased with prior approval of the ~~Manager~~General Manager.
- ~~b)~~ All software regardless of cost must be approved by the ~~Manager~~General Manager.
- b)
- c) Preference to local vendors shall be encouraged given that quality, service, and price are similar.

### **Section 3.0 PURCHASES GREATER THAN \$5,000 BUT LESS THAN \$25,000 FOR NON-PUBLIC WORKS PROJECTS**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or Board of Directors, a Department Head or Supervisor may purchase supplies and services over \$5,000.00 but less than \$25,000.00 subject to purchase order approval from the General Manager. The purchase order must be prepared and approved prior to the purchase commitment.

The ~~Manager~~General Manager must solicit competitive bids prior to the preparation and issuance of a purchase order. Bid results should be attached or noted on the face of the purchase order. Preference to local vendors shall be encouraged given that quality, service, and price are similar.

#### **Section 4.0 PURCHASE ORDERS**

Purchase orders shall be issued for acquisitions of supplies, equipment, and services (including professional), wherein the estimated total purchase is expected to exceed \$5,000.

Purchase orders should be issued for the estimated total amount, even when individual, repeat acquisitions are less than \$5,000. Examples include the transport of sewer sludge wherein any individual transport is less than \$5,000 but the estimated total annual cost exceeds \$5,000. Another example might be the purchase of chlorine.

Subject to the requirements and limits set forth in this manual, the General Manager may approve a purchase order for up to \$25,000.00. Any purchase orders greater than \$25,000.00 or more shall require the Board of Director's concurrence.

Purchase orders may have multiple budgetary account numbers and may include multiple departments.

The issuance of purchase orders shall be made prior to any purchase commitment to the vendor pursuant to the following procedures:

1. The department shall complete a purchase order form providing all the required data in the spaces provided. [For example: Each purchase order issued shall be numbered sequentially with two components, Calender year and seqencial purchase order number (IE 2021-001), wherein the first component consists of the four digit of the calender year; the second component consists of three digits representing the sequential purchase order number(to be assigned)].
2. Upon completion of the purchase order, the purchase order shall be signed by the ~~Manager~~General Manager. Upon approval or denial, the purchase order is sent to the initiating department. If approved, the purchase order shall be distributed as follows:
  - a) Copy to Vendor
  - b) Copy to District Financial Officer
  - c) Original to issuing department

#### **Section 5.0 QUOTATIONS AND BIDS FOR NON-PUBLIC WORKS PROJECTS**

Department Head or General Manager may exercise their own discretion with regard to vendor choice for purchases of less than \$5,000.00.

For purchases greater than \$5,000.00 but less than \$25,000.00 General Manager shall endeavor to solicit quotations from at least three vendors. The lowest responsive bid shall be awarded by the

General Manager. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein. The purchase order or an attachment to the purchase order should note the vendors contacted and the amount of their quote.

For purchases greater than \$25,000.00 the General Manager shall solicit competitive bids through sourcing vendors, or wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening the proposing company demonstrating the best value to the district shall be awarded by the Board of Directors. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein.

### **Section 6.0 Local Vendor Preference-LOCAL VENDOR PREFERENCE**

The District endeavors to stimulate the local economy by using its purchasing power to support local businesses within boundaries of SMCS D and promote the creation and retention of local jobs. To that end, the District may grant a preference to local vendors when comparing bids or quotations for the purchase of discretionary goods and services, subject to the guidelines set forth in this section.

The preference shall only apply to the procurement of materials, supplies, equipment, and services as set forth herein. In addition, the preference shall not apply to procurement that is restricted by Federal or State laws or regulations that proscribe such a preference, or to public projects subject to the California Public Contracts Code.

The preference may be granted only if the ~~Manager~~General Manager determines that the local vendor is able to provide comparable goods or services as the next lowest responsive bidder. In determining whether to grant the preference, the ~~Manager~~General Manager may take into account other District fiscal policies and/or criteria.

The preference shall be five percent (5%) of the local vendor's bid or quotation; however, in no event shall the total preference exceed \$5,000 for any single purchase order or contract.

The 5% preference will be used solely to determine to whom the contract should be awarded and will not in any way alter the final contract amount. A 'local vendor' must meet all the following criteria:

1. The vendor owns, leases, rents or otherwise occupies a fixed office or other commercial building or a portion thereof that has a street address within the District. A post office box shall not qualify as a local business address.
2. The vendor possesses a valid and verifiable business license issued that reflects the vendor's local address.
3. The vendor's business is staffed during business hours by an employee, or employees, employed by the vendor and conducting the vendor's local business.



4. Where the State sales tax will be paid for the purchase, the vendor must possess a valid resale license from the State Department of Equalization reflecting the vendor's business address.

To qualify for the preference, a vendor must certify in writing, in its bid or quotation to the District, that it meets the criteria of a “local vendor”. The ~~Manager~~General Manager shall determine if a vendor qualifies as a “local vendor”. Any vendor falsely claiming to qualify as a “local vendor” shall be ineligible to transact any business with the District for a period of up to 24 months as determined by the ~~Manager~~General Manager. The ~~Manager~~General Manager and/or Board of Directors may also terminate all or part of any contract entered into with such a vendor. The decision of the ~~Manager~~General Manager may be appealed to the Board of Directors pursuant to the review process used for bid protests.

### **Section ~~76.0~~ PROFESSIONAL SERVICES**

Per the guidelines and expenditure thresholds set forth in section 5.0, the ~~Manager~~General Manager shall solicit competitive bids wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the ~~Manager~~General Manager, who shall hold said bid(s) until the advertised date and time of opening. The procurement of professional services shall be based on qualifications. Such professional services shall include, but not be limited to, those provided by: engineers, management services for construction projects, architects, urban planners, geologists, hydrologists, land surveyors, landscape architects, rate consultants and assayers, real estate appraisers, licensed environmental assessors and ecologists, accountants and providers of financial services, actuaries, personnel and insurance consultants, psychologists, medical doctors, entertainers, and performers, claims consultants, and attorneys at law.

If the cost of the work to be performed is estimated to not exceed \$25,000, the ~~Manager~~General Manager may issue a purchase order pursuant to Section 4.0 with the Board of Director's concurrence.

### **Section ~~87.0~~ SOLE SOURCE VENDORS**

In the case of sole-source vendors, quotation and bid requirements may be waived by the ~~Manager~~General Manager and/or the Board of Directors when in his/her/their judgment the District is best served by a particular vendor.

A purchase order and a written explanation for justification of sole sourcing shall be submitted to the ~~Manager~~General Manager and/or the Board of Directors for approval. If approved, a copy of the written explanation shall be attached to the copy of the purchase order.

### **~~Section 98.0 PETTY CASH~~**

~~The Manager shall be responsible for the management and accounting of petty cash funds according to the internal control procedures established by this Manual. Petty cash funds may be used for any purpose including non-overnight travel and meetings or for residual final travel accounting amounts due to an employee. Petty cash vouchers and/or petty cash reconciliation forms will be provided.~~

~~A \$100 limit shall be established for each separate use of petty cash funds except that said limit may be waived by either the Manager or his/her designee, up to a maximum of \$100.00.~~

~~In recognition that employees cannot be expected, nor required, to use personal funds to make petty cash purchases on behalf of the District, petty cash advances may be approved by the Manager.~~

~~In the case of petty cash advances, the employee receiving the advance will promptly upon making the purchase, return the receipt and any cash change to the petty cash fund and complete the petty cash voucher. Receipts are required for all petty cash expenditures. Travel per diems wherein receipts are not required is not an appropriate use of petty cash funds. However, amounts due to employees less than \$100 as determined by completion of the final accounting section of a pre-authorized travel and meeting expense claim may be reimbursed from petty cash funds.~~

~~Requests for the replenishment of petty cash funds used shall be made to the Manager on petty cash reconciliation/reimbursement request forms. The request shall summarize the amount to be replenished by the budgetary account number and have attached all expenditure receipts. The Manager shall process said requests in accordance with established payment processing procedures.~~

## **Section 9.0 WARRANT FOR PAYMENT REQUESTS**

In recognition that needs arise for the issuance of a District warrant for purposes that may not be appropriate for the issuance of a purchase order, (i.e. deposit refunds, and receipt overpayments, payroll-related needs, etc.), the ~~Manager~~General Manager shall establish a warrant for payment request procedure for issuing a payment without a purchase order. Warrant for payment requests shall be processed on a basis consistent with the payment processing schedule; exceptions may be made by the ~~Manager~~General Manager when the best interests of the District might be best served by the accelerated issuance of a warrant payment.

## **Section 10.0 TRAVEL, MEETINGS AND EDUCATION AUTHORIZATIONS**

It shall be the practice of the District to reimburse expenses incurred by officials, officers, and employees of the District when expenses are incurred while on authorized travel, meetings and educational events for District business. The allowances and amounts advanced to persons traveling or meeting on official business shall be established on the basis of specific guidelines set forth below. Administrative procedures are to be amended to conform to the guidelines of this policy.

Advances and/or reimbursements for authorized travel and meetings shall be made by the ~~Manager~~General Manager upon receipt of a properly completed and approved travel and meeting authorization form unless waived in writing by the ~~Manager~~General Manager and/or the Board of Directors.

Travel and meeting authorization forms are available upon request. Department Heads or supervisors shall exercise reasonable effort to complete and submit authorized travel and meeting authorization forms for warrant issuance on a timeline conducive to the payment processing schedule as established by the ~~Manager~~General Manager.

Requests for advances and/or reimbursements for District travel, meetings and education shall be in accordance with the procedures and requirements as noted below:

### **Section 10.1 Travel, Meeting and Education Authorization/Expense Reconciliation**

Travel on official business which exceeds a cost, actual or estimated, of \$200 or calls for an overnight stay requires the completion of the District's Travel and Meeting Authorization Form and approval by the employee's immediate supervisor and/or the General Manager. When a District vehicle is used, the cost of such use, using the current mileage rate, shall be included in determining the total cost. Travel which exceeds \$2,500 or provides for out of state travel must be submitted on a Travel and Meeting Authorization Form to the ~~Manager~~General Manager for approval prior to incurring any expenses: Payment may be advanced to the traveler based upon estimated costs as detailed on the Travel and Meeting Authorization Form. Within five (5) days of return, the Travel and Meeting Authorization Form shall be completed and submitted to the ~~Manager~~General Manager wherein actual travel expenses, including amounts advanced, must be reconciled on the Travel and Meeting Authorization Form.

A Department Head and/or the ~~Manager~~General Manager may exercise his/her own discretion, regardless of the length of stay, as to whether an employee receives a per diem per subsection 4 below or receives an 'advance' for itemized expenses per subsection 5 below.

However, in all cases, if any amounts paid in advance for transportation, lodging, and registration, etc. wherein overpayments occur and are refunded directly to the employee, the employee must turn over such amounts to the District.

### **Section 10.2 Transportation**

#### **a. Commercial Carrier**

Air travel for District officials and employees shall be authorized and reimbursed at the lowest possible fare class with a major air carrier. Air travel other than the lowest possible fare class will be authorized ONLY when scheduling does not permit the use of the lowest possible fare class of flight, or when the flight is four (4) hours duration or more.

District officials and employees shall endeavor to book air travel to take advantage of discounts offered for purchasing flight tickets in advance of departure; i.e. 14 or 21 days and take advantage of non-refundable ticket fares where practical.

Transportation costs for commercial carriers shall be paid by the District directly and separately whenever practical. Round trip tickets shall normally be purchased whenever commercial carriers are used. Travel expenses of a family member of an official or an employee are not eligible for payment by the District. Travel arrangements and payment of costs for family members are to be handled directly by the employee.

#### **b. Personal Vehicles**

The use of personal vehicles, when approved as a mode of travel to and from destinations, will be reimbursed at the established mileage rate. When a commercial carrier is used, a

traveler will be reimbursed for personal vehicle mileage to and from the airport and the actual cost of airport parking regardless of airport location.

(1) Travel in San Luis Obispo County

Employees receiving monthly auto allowances shall not, except under special circumstances as authorized by the Manager, be eligible to use a District vehicle or receive mileage reimbursement for use of personal vehicles when travel is within San Luis Obispo County.

(2) Travel Outside San Luis Obispo County

The use of personal vehicles on District authorized business outside San Luis Obispo County will be reimbursed at the authorized mileage rate for all District officials and employees. Payment of mileage will be based upon the most direct route from point of departure to point of destination. A District official or employee may leave from his/her home for a meeting, conference, seminar or training session. However, the mileage from home to the destination should not exceed the mileage from District offices to the destination.

**Section 10.3 Lodging**

Hotel accommodations should be arranged directly by the District, not traveler. Receipts for lodging must be attached to the Travel and Meeting Authorization Form in order to obtain reimbursement. Hotel expenses for District officials and employees only will be reimbursed at the single occupancy rate. Room movies and other miscellaneous, such as alcoholic beverages are not eligible for reimbursement including room service meals if a per diem has been provided.

**Section 10.4 Per Diem**

Each person traveling on official District business, which includes an overnight stay, may (1) receive a per diem for meals, taxes, gratuities, and incidental expenses equal to \$75.00 if travel time is 4 hours or more per day provided that receipts are submitted to the District. If the amount shown on the receipts is less than \$75 the difference is considered taxable income; or (2) receive a per diem equal to the IRS regional allowance, in which case no receipts are required, and the full amount is non-taxable.

Meals and food charged to a motel/hotel room via room service shall be counted on the final reconciliation of the Travel and Meeting Authorization Form towards the per diem. Per diem shall be paid for travel days just prior and just after the event. One-half of the daily rate shall be paid if the distance to the event is less than 275 miles except that if the event ends later than 3:00 p.m. a full day per diem may be paid. A full day per diem shall be paid if the one-way distance is greater than 250 miles. Expense reimbursement for amounts over the per diem amount must include receipts for all expenses.

**Section 10.5 Itemizing Expenses**

If travel encompasses not more than a single day, the traveler shall itemize the expenses incurred for reimbursement. Upon return, supporting documents such as receipts or paid invoices must be

submitted on the Travel and Meeting Authorization Form. In the case of overnight travel, the traveler may claim actual expenses rather than per diem. However, all receipts or paid invoices must be submitted with the Travel and Meeting Authorization Form in order to be reimbursed.

#### **Section 10.6 Registration Fee**

Registration fees charged for any authorized convention, conference, seminar or meetings are reimbursable and should be paid in advance. Effort should be made to pay registration fees directly by the District.

#### **Section 10.7 Taxi, Car Rental, Shuttle Service and Parking**

Expenses incurred for car rental and limousine service will not be reimbursed unless authorization is received from ~~the Manager~~the General Manager prior to the travel. Whenever possible, District officials and employees should utilize hotel courtesy buses or local shuttle services. Whenever possible, hotel accommodations should be within easy access to the functions for which the travel was authorized. Taxi service should be used only when no other convenient, less costly transportation is available. Expenses for parking shall be reimbursed in addition to any other allowances paid to the traveler. Effort should be made to pay any transportation fees directly by the District.

#### **Section 10.8 District Merchant Cards**

Merchant card receipts for all charges on the credit cards shall be attached to the final reconciled Travel and Meeting Authorization Form submitted to ~~the Manager~~the General Manager.

Fuel credit cards issued to the District may only be used to purchase fuel, diesel exhaust fluid (DEF) and oil in a District owned vehicles. Use of District fuel credit cards for personal vehicles is strictly prohibited, regardless of whether or not the use of the personal vehicle was for authorized District business.

#### **Section 10.9 Mileage Rate**

The mileage rate for personal vehicle use shall be determined each January 1st by ~~the Manager~~the General Manager. The mileage rate shall be equal to the mileage rate allowance as set by the Internal Revenue Service for business use of a vehicle as confirmed by ~~the Manager~~the General Manager.

#### **Section 10.10 Miscellaneous Meetings**

Miscellaneous meetings wherein food, beverages, and related sundries are provided either on-site or at a dining establishment may be paid and/or reimbursed by District when required for official business. Payment and/or reimbursement may be made via; petty cash, merchant card, vendor charge account, purchase order, warrant request or Travel and Meeting Authorization Form.

In all cases, the payment and/or reimbursement request shall be accompanied by a receipt or other documentation and in the case of the use of a merchant card, the customer copy of the merchant card charge slip. The receipt and/or payment request should clearly identify the purpose of the meeting, the general attendees (i.e. lunch with auditors) and the budgetary account number. A Travel and Meeting Authorization Form need only be utilized when the cost of an individual, miscellaneous meeting exceeds \$200.

### **Section 10.11 Discretion**

These procedures do not claim to have addressed all contingencies and conditions. Any necessary and reasonable expenses that may from time-to-time be justified due to circumstances or opportunities for the District will be honored upon approval by ~~the Manager~~the General Manager in the form of reimbursements to the traveler and upon adequate documentation and justification.

### **Section 11.0 PAYMENT REQUIREMENTS**

The issuance of ~~warrants for petty cash~~, warrant requests and travel, and meeting authorizations shall be made by ~~the Manager~~the General Manager upon receipt of the properly completed documentation and in accordance with the payment schedule as established by ~~the Manager~~the General Manager.

For purchase orders, preparation of the vendor payment shall be initiated by the Department Head or ~~the Manager~~the General Manager upon receipt of the signed “payment” copy of the purchase order. Partial payments are acceptable. Authorization for partial payment(s) may be initiated by ~~the Manager~~the General Manager by submitting the invoice through the Accounts Payable procedure.

For purchase orders issued for materials and/or services to be provided over time, ~~the Manager~~the General Manager shall initiate vendor payment solely upon receipt of the appropriate invoice(s). In order to expedite the Accounts Payable process, the following vendor invoice delivery arrangements should be made:

- Invoices and Statements should be mailed to the District office and should be processed in the same manner as the daily mail.
- In the case where a regular vendor emails an invoice or statement it should be emailed to the Financial Officer.
- In the case a vendor emails an invoice to someone other than the Financial Officer it should be forwarded to the Financial Officer for processing.
- All invoices and statements are to be included in the general mail processing and be coded for payment by the appropriate Department Head or General Manager prior to payment.

In all instances, vendor payments shall be processed in accordance with the payment schedule unless ~~the Manager~~the General Manager determines that the best interests of the District would be best served by accelerating the issuance of a particular vendor payment.

The current payment schedule, as established by ~~the Manager~~the General Manager, is that warrant for payment requests with an invoice attached received by noon on Wednesday will have a check issued no later than the fourth following Friday except as otherwise established by the Manger.

**DO NOT UNDER ANY CIRCUMSTANCES PROMISE OR OTHERWISE INDICATE TO A VENDOR THAT PAYMENT WILL BE RECEIVED ANY SOONER.**



## **Section 12.0 MERCHANT CARDS**

Purchases made by merchant card shall be made in conformance with established Fiscal Policy, the purchasing rules and restrictions as identified in Section 1.0 through 9.0 and shall in no event exceed or circumvent the regulations set forth therein. A single purchase by credit card shall not exceed \$2,500 or the credit card account limit, whichever is less.

Merchant card account limits will be between \$2,000 and \$10,000 per month. Account limits apply to the account, not the card. For example, an account may have a limit of \$5,000, with two cards issued. Therefore, the aggregate spending total of both cards must not exceed \$5,000 per month.

Each Department Head or Supervisor will be informed of the limits placed on cards issued to his/her department and/ or divisions.

Purchases will be denied by the card issuer for any account that is delinquent or has exceeded its account limit. Departments must track their monthly spending so that they do not exceed the merchant card account limit.

### **Section 12.1 Business Use Only**

The merchant card is to be used for District purchases ONLY.

### **Section 12.2 Conditions for Use**

The total of a single purchase to be paid using the merchant card may be comprised of multiple items and cannot exceed the authorized single invoice limit. Purchases will be denied if the authorized single purchase limit is exceeded. Payments for purchases are not to be split in order to stay within the single purchase limit.

All materials, supplies, and services purchased over the counter and paid for by using the Merchant Card must be immediately available. No back-ordering is allowed unless authorized by ~~the~~ Managerthe General Manager.

All materials, supplies, and services purchased by telephone order to be paid for by merchant card must be delivered by the merchant/vendor within the 30-day billing cycle. The order should not be placed without this assurance. (Please see "Telephone Purchase Procedures" below). Merchant card use for employee travel must comply with established District travel policy.

### **Section 12.3 Telephone Purchase Procedures**

Telephone purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made by telephone. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing a telephone order to be paid using the merchant card, the employee will:

- a. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- b. Instruct the merchant/vendor to fax, mail or email the charge slip to the cardholder when the credit card is charged.
- c. A log should be used to record telephone merchant card orders (see Attachment 4). The documentation should be held until the monthly billing statement is received and then attached to the statement, along with the charge slips, when it is submitted for payment.

#### **Section 12.4 Internet Purchase Procedures**

Internet purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made, by internet website access. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing an internet order to be paid using the merchant card, the employee will:

- a. Confirm that the web site utilizes security protection software.
- b. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- c. Print out a hard copy of the order confirmation before exiting the site.

#### **Section 12.5 Documentation, Reconciliation and Payment Procedures**

##### a. Documentation

Any time a purchase is made that will be paid using the merchant card, whether it is done over the counter or by telephone or by internet, a document must be retained as proof of purchase. The documents will later be used to verify the purchases shown on the merchant card monthly statement. When a purchase is made over the counter, the employee is to obtain a customer copy of the charge slip, as well the separate invoice if any, which will become the accountable document (make sure all carbons are destroyed).

When making purchases by telephone, the employee is to immediately document the transaction on a log and attach the charge slip (and invoice, if any) when received from the vendor, along with any shipping documents associated with the order.

##### b. Missing Documentation

If for some reason the employee does not have documentation of the transaction to send with the statement, he/she must attach an explanation that includes a description of the item, date of purchase, merchant's/vendor's name and why there is no supporting documentation and signed by ~~the~~ **Manager** **the General Manager**. If documentation is received after the statement has been sent for payment, the employee should send the documentation to accounts payable with a note referencing the date of the statement to which it should be attached.



### **Section 12.6 Merchant Card Restrictions**

The following list covers purchases for which merchant card use is **prohibited**:

- a. Fuel purchases. Fuel purchases for District vehicles only must be made using a District Fuel credit card.
- b. Cash advances through bank tellers or automated teller machines.

### **Section 12.7 Payment and Invoice Procedures**

Purchases made by employees will be paid by accounts payable once the purchases are coded by the Department(s) and the General Manager's approval of the transaction has been completed. Account coding shall be summarized by budget account.

Original invoices, receipts and/or charge slips should be stamped with the "Approved for Payment" stamp with all fields completed, then put into the Credit Card Receipts folder in the Financial Office. If the employee wishes to retain a copy of the invoice, a copy should be made before the original is sent to the General Manager.

The "Statement of Account" requires the Department/Division to review the statement and to note any errors on the bill. The Department/Division should attach to the statement all receipts (sales drafts/charge slips) received at the time of purchase with the budget account number noted on each. Travel expense charges must include a copy of the final accounting of the travel authorization form, as well as receipts pertaining to Travel purchases made by credit card. The Supervisor or Manager stamps the invoice or receipt with an "Approved for Payment" stamp, assigns account codes for each item, writes the grand total of the amount to be paid in the "amount" area provided by the "Approved for Payment" stamp, attached the summary by budget account and secures the signature of ~~the Manager~~the General Manager certifying items purchased and received and forwards to the accounts payable within five (5) working days after it is received. Noncompliance may mean denial of future use of cards. Merchant Card Monthly Statement Payment: The Financial Officer will match all Credit Card Receipts with the monthly statement. Any missing receipts will be requested by the Financial Officer. The final packet of Statement and receipt back ups will go to ~~the Manager~~the General Manager for approval before payment.

### **Section 12.8 Approval**

Approval of the transactions that employees have made using the merchant cards will not be totally defined in these procedures. Department Heads or supervisors, because of their knowledge of the job responsibilities of employees, are required to look at each employee's purchases, and at the merchant, who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.

If, for any reason, ~~the Manager~~the General Manager questions the purchases(s), it is his/her responsibility to resolve the issue with the employee. If he/she cannot be satisfied that the purchase was necessary and for Official Use, then the employee must provide a Credit Voucher proving item(s) have been returned for credit, or a personal check or cash for the full amount of that purchase. Resolution for improper use of the merchant card will be the responsibility of ~~the Manager~~the General Manager to resolve, and disciplinary action for misuse will also be his/her responsibility to process.

### **Section 12.9 Disputes**

If items purchased with the merchant card are found defective or the repair of services faulty, the employee has the responsibility to return the item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant/vendor refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.

A disputed item must be noted on the statement of the account. In addition, an "Employee Statement of Questioned Item" form (Attachment 1) must be completed by the employee with appropriate documentation attached, if necessary. ~~The Manager~~The General Manager shall notify the merchant card issuer in accordance with the instructions on the "Employee Statement of Questioned Item" for adjustment. The form should be attached to the statement of account, with a copy retained by the Department for follow-up the following month to be sure the proper credit is received on the statement of account.

It is essential that the time frames and documentation requirements established by the merchant card issuer be followed to protect the employee's rights in dispute. Dispute policies and procedures issued by the merchant card issuer will be provided at the time merchant cards are issued to employees.

### **Section 12.10 Requests for Initial, Additional or Changes to Merchant Cards and/or Credit Cards**

All requests for new accounts, additional cards or changes in account names or limits will be done by submitting "Request for Merchant or Credit Card" form to ~~the Manager~~the General Manager. The form will be processed by ~~the Manager~~the General Manager and the requesting Department Head or Supervisor will be notified when the request is processed. A minimum of thirty days should be allowed for processing requests.

### **Section 12.11 Inventory of Merchant and/or Fuel Credit Cards**

At least once annually, the General Manager will provide a list of credit cards to be issued and a physical inventory of credit cards will be performed by the Financial Officer and a report will be provided to the General Manager of the results of the inventory.

### **Section 12.12 Lost or Stolen Merchant and/or Credit Cards**

Should any employee lose or have a District credit card stolen, it is the responsibility of ~~the Manager~~the General Manager to immediately notify the merchant card issuer of the loss. The telephone number of the merchant card issuer will be provided when the merchant card is issued.

In addition to notifying the merchant card issuer, ~~the Manager~~the General Manager must notify the Board of Directors of the lost or stolen credit card WITHIN ONE WORKDAY after the discovery of the loss or theft of the card. ~~The Manager~~The General Manager will be required to make a written report to the Board of Directors WITHIN FIVE (5) WORKDAYS that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred if known, the purchases that the employee had made prior to the loss, and any other information that may be considered necessary.

### **Section 12.13 Terminating Employee**

~~The Manager~~The General Manager shall be responsible to collect merchant and/or fuel credit cards from terminated employees.

If ~~the Manager~~the General Manager is unable to collect the merchant or fuel card when an employee leaves, ~~the Manager~~the General Manager shall notify the Board of Directors by email and immediately take action to ensure the card is voided.

The merchant or fuel card issuer shall be notified to void the merchant card to prevent any purchases after the employee leaves.

### **Section 13.0 CONTRACT CHANGE ORDERS**

To establish a uniform procedure for documenting, review and authorization of Change Orders affecting construction contracts, these procedures shall apply to changes in the work that results in alterations, amendments or deviation from an awarded contract; thereby modifying the scope of the contract, the cost, completion schedule, material and/or equipment furnished under the awarded contract.

A Change Order is the written authorization that changes the awarded contract as noted above. The Change Order shall be for similar kinds of work as that awarded in the original contract and shall only arise in good faith from unforeseen items and/or events since the time of the bid award. Request for Change Order authorization to the General Manager shall be accompanied by a purchase order. Change Order authorization limits are established as follows:

- a) ~~Contracts up to \$25,000.~~ The General Manager is authorized to approve change orders, in aggregate, up to 25% of initial contract amount.
- a)
- b) ~~Contracts \$25,000 - \$75,000.~~ The General Manager is authorized to approve change orders, in aggregate, up to 20% of initial contract amount. The General Manager shall place an item on the next Board of Directors meeting for Board review.
- b)
- c) Contracts greater than \$75,000. For contracts with an initial contract amount of \$75,000 or more, the General Manager may approve change orders, in aggregate, up to \$15,000. Change orders in excess of the aggregate \$15,000 must be approved by the Board of Directors at a scheduled board meeting.

In all cases where a Change Order would increase the cost of the project beyond the existing budget, the Change Order shall be presented to the Board of Directors along with an appropriation resolution for their consideration and approval.

### **Section 14.0 CONTRACTS WITH OTHER PUBLIC AGENCIES**

It may be beneficial to contract with other public agencies for goods and services. In such cases, ~~the Manager~~the General Manager may waive normal bidding procedures if it can be shown, via the

quotation procedures contained in Section 4.0, that contracting directly with another public agency is equal to or less than the cost of a private sector competitive bid contract

### **Section 15.0 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING (CUPCCAA)**

The Uniform Public Construction Cost Account Act (the "Act") allows local agencies to perform public project work of up to \$60,000 with their own workforce if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission (the "Commission"). Participation is voluntary and open to any public agency. The benefits of electing to become a participating agency of the Act include more flexibility in completing public projects, reduction of the number of formal bids a public agency must put forth for qualifying projects, and a streamlined awards process.

#### **Section 15.1 Definitions**

"Public Project" means any of the following:

- a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- b) Painting or repainting of any publicly owned, leased, or operated facility.
- c) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b) Minor repainting.
- c) Resurfacing of streets and highways at less than one inch.
- d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

#### **Section 15.2 List of Registered Contractors**

The General Manager, or their designee, shall maintain a list of qualified contractors, identified according to categories of work. At least once per calendar year, the General Manager shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that agency by the Commission. The list of Commission-designated trade journals can be found in the *Cost Accounting Policies and Procedures Manual*. A contractor may have their firm added to the List of Registered Contractors at any time by providing the following information:

- a) The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- b) A phone number at which the contractor may be reached;
- c) The type of work in which the contractor is interested and currently licensed to perform;
- d) The class of contractor's license(s) held; and
- e) The contractor license number(s).

~~**Section 15.3 Bid Limitations for Public Projects**The District shall, hereby, approve these Purchasing Policies and Procedures incorporating, by reference, the Uniform Public Construction Cost Accounting standards, and practices. This provides the opportunity for the District to undertake public projects of \$25,000 or less by force account, negotiated contract or by purchase order.~~

The General Manager is authorized to award Public Project contracts solicited through CUPCCAA informal bidding processes. Contracts exceeding the informal bid limit set forth in Public Contract Code section 22032 (as it may be revised from time to time), are let in accordance with CUPCCAA formal bidding procedures, and awarded by the District Board.

**Section 15.4 Public Projects of \$60,000 or Less**

Public projects of \$60,000 or less may be performed by the employees of the District by force account (such as street maintenance), by negotiated contract (such as a contract for design services), or by purchase order (such as a contract for supplies). Procurement of any contracts for Public Projects under \$60,000 shall be subject to the procedures set forth in Sections 2.0 and 3.0 of this Policy Manual.

**Section 15.5 Public Projects of \$200,000 or Less**

Public projects of \$200,000 or less may be let to contract by the following informal procedures:

- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- The District may either mail, fax, or email a notice inviting informal bids to all contractors on the List of Registered Contractors for the category of work being bid, unless the product or service is proprietary, not less than 10 calendar days before bids are due; or mail, fax, or email the notice to all construction trade journals specified in the *Cost Accounting Policies and Procedures Manual*. (Notice by mail to a trade journal listed in the *Cost Accounting Policies and Procedures Manual* is not required if the trade journal charges for its services or is out of business)
- Notice inviting bids shall require that the contractor provide:
  - The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
  - A phone number at which the contractor may be reached;

- The type of work in which the contractor is interested and currently licensed to perform;
- The class of contractor's license(s) held; and
- The contractor license number(s).

### **Section 15.6 Public Projects of More Than \$200,000**

Public projects of more than \$200,000 must be let to contract by the following formal bidding procedures: For projects greater than \$25,000 but less than \$75,000, the District may undertake an "informal" bidding procedure as set forth by State regulations. In all such cases wherein, the District opts to utilize the Uniform Public Construction Cost Accounting method, State procedures governing this procedure shall supersede the District's purchasing procedures as identified herein.

- Notice inviting bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation within the District.
- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:
  - Cash.
  - A cashier's check made payable to the District.
  - A certified check made payable to the District.
  - A bidder's bond executed by an admitted surety, made payable to the District.

### **Section 15.7 Bid Award**

The contract must be awarded to the lowest bidder. If two or more bids are the same and the lowest, the Board has the discretion to award the contract to any one of the responsible lowest bidders. If all bids received are in excess of \$200,000, the Board may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract at \$212,500 or less to the lowest responsible bidder.

The Board has the discretion to reject any bids presented. The Board may reject all bids if it first declares that the project can be more economically performed by employees of the District and the General Manager provides written notice to an apparent low bidder that:

- Notifies the lowest responsible bidder of the Board's intention to reject the bid.
- Is mailed at least two business days prior to the hearing at which the Board intends to reject the bid.



If all bids are rejected, the Board may abandon the project or re-advertise for bids or, by passage of a resolution by a four-fifths (4/5) vote declaring that District employees can perform the project more economically, have the project done by force account without further complying with the Act. If no bids are received, the project may be performed by employees of the District by force account or by further informal bidding procedures.

### **Section 15.8 Emergency Work**

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board, by contractor, or by a combination of the two. If notice for bids will not be given for emergency work, the Board must:

- Approve by a four-fifths (4/5) vote proceeding with the emergency work.
- Make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
- Any emergency action taken must be reviewed at the next regularly scheduled meeting of the Board, to occur not later than 14 days following the order of emergency action, and at every regularly scheduled meeting thereafter until the action is terminated, as determined by a four-fifths (4/5) vote of the Board whether there is need to continue the action.

The Board may, by a four-fifths vote, delegate, by resolution or ordinance, to the General Manager, or other nonelected agency officer, the authority to order any emergency action.

### **Section 15.9 Project Tracking**

All cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead, associated with construction-oriented Public Project must be recorded and reported at the project level through a project tracking system. The District shall maintain a manual or automated system that records, accumulates, and periodically reports the cost elements – personnel; materials, supplies and subcontracts; equipment; and overhead – incurred in completing all Public Projects.

The District is required to account for the costs of the public project in a manner consistent with the way in which the project was bid or estimated. An audit trail of the accumulation of cost elements for each Public Project must be maintained by the District, including source documents identifying costs incurred on each project (e.g., timesheets, equipment tracking records, requisitions of materials and supplies used at the project site, documentation of the development of overhead rates).

### **Section 16.0 ACCOUNTS PAYABLE PROCESS**

When purchasing from a new vendor, the Department Head or General Manager should provide the vendors contact information to the Financial Officer so the vendor can be entered into the accounting software and appropriate vendor information collected (i.e W-9 forms).

Invoices received for payment should be stamped with the “Received By” stamp on the date received and put into the Accounts Payable folder for the General Manager’s signature. For an invoice to be paid, the Department Head or supervisor must stamp the invoice with the “Approved for Payment” stamp and fully complete it. The General Manager will review and sign all invoices, after signed by the Department head or Supervisor but before they are entered for payment by the Financial Officer.

“Approved for Payment” stamp: Department Head or supervisor should fully complete the stamp with:

- the current date
- purchase description, resolution # or project name to be assigned to the purchase in the District’s accounting software
- list the budget account(s) the amount due should be coded to
- initials or signature of the Department Head or supervisor

Department Head or supervisor should include any special instructions with the invoice. Example: a copy of the invoice or permit should be included with payment, or if the check should not be mailed out.

Credits: Department Head or supervisor should indicate on a credit if there is a specific invoice the credit should be applied to and stamp the credit with the “Approved for Payment” stamp and fully complete it.

Vendor Statements: when received should be stamped with the “Received By” stamp and put into the AP folder for review by Department Heads, supervisors and the General Manager. All Statements should go to the Financial Officer, who will review it against the District’s records. Any open invoices/credits will be pursued, otherwise if no action is needed the statement will be filed into the vendors accounting file.

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## **SAN MIGUEL COMMUNITY SERVICE DISTRICT**

**August 24, 2023**

**(Last Revised December 2021)**

### **DISTRICT PURCHASING POLICIES, PROCEDURES, AND REGULATIONS GOVERNING CONTRACT AND PROFESSIONAL SERVICES BIDDING PROCEDURES, PURCHASES OF MATERIALS, SUPPLIES, AND EQUIPMENT**

**PURPOSE:** To assure that the financial resources of the San Miguel Community Services District (“District”) are utilized in the most effective and efficient manner, all purchases shall adhere to these established procedures (attached herewith) and shall conform to the State of California laws and regulations pertaining to local agency purchasing policies, procedures and practices. The District purchasing procedures and practices shall conform to these provisions, and also to any adopted District Fiscal Policy and regulations, existing or amended.

The District's purchasing authority is the District General Manager or his/her designated representative. All references in this manual to the District's purchasing authority shall automatically mean the individual acting in the capacity of District General Manager (“General Manager”) and include “or his/her designee.” The fiscal limitations and thresholds contained in this manual apply on a per fiscal year basis (July 1<sup>st</sup> thru June 30<sup>th</sup>).

## PREFACE

To implement and carry out these Purchasing Policies, Procedures, and Regulations, the District shall give special consideration in the following circumstances:

### **Local Vendor Preference**

It shall be the policy of the District to give local vendors preference given that quality, prior performance, availability of service and parts, delivery schedule and price are equal. In matters of price, the local vendor shall be given full credit for local sales taxes, shipping/freight fees and any other fees or charges that might be applicable had the purchase been made from a non-local vendor.

For purposes of this policy, “local vendor” means a vendor or contractor what has an office with at least one employee physically located with the District. The local vendor preference policy does not apply to contracts funded by grants which prohibit the use of preferences.

### **Cooperative Purchasing**

It shall be the policy of the District to encourage and participate, whenever possible, in cooperative purchasing endeavors with other public agencies to receive benefits of lower pricing due to the quantities of materials, supplies, equipment or services which would not otherwise be available to the District as a sole purchaser. When procurement is processed through a cooperative purchase agreement with another public agency, whose procurement process is substantially consistent with the provisions of this Policy, the General Manager may waive the minimum requirements for quotes, bids or proposals.

### **Limited Availability**

Occasionally, required materials, supplies, equipment or services are of a proprietary nature, or are otherwise of such specific design or construction, as to be only available from one source. After receiving evidence that reasonable efforts have been made to find alternative vendors, the General Manager may waive the minimum requirement for quotes, bids or proposals.

### **Emergency Conditions**

An emergency is hereby defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or a distinct threat to public health, safety or welfare. In such cases, the General Manager may waive formal purchasing requirements, but reasonable efforts shall still be made to locate the lowest cost giving due consideration to quality, prior performance, availability of service and parts and delivery schedule.

### **Other Agency Procurement Contracts**

Minimum purchasing requirements are waived when the District elects to participate in a purchase contract of another public agency wherein they undertook a competitive bidding or purchasing process that is similar to the District's. The other public agency purchasing process must have occurred within the last twelve months in order to qualify for the District's participation, unless their purchasing contract was clearly multi-year in nature.

### **Internal Controls**

An integral component of any policy that endeavors to maximize the use of limited fiscal resources is internal controls. Accordingly, purchasing procedures shall also contain provisions relating to access and use of District gasoline credit cards, merchant cards and travel & educational expenditures.

# PURCHASING POLICIES, PROCEDURES AND PAYMENT PROCEDURES MANUAL

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## **PURCHASING POLICIES, PROCEDURES, AND PAYMENT MANUAL**

In order to carry out the purchasing policy of the District, the purchase of supplies, services, equipment or public works projects shall adhere to the procedures as set forth in this manual. This purchasing and payment procedures manual has been drafted to provide consistency with adopted District Fiscal and Financial Policies. Controlling regulations for the purchasing function are set forth in the resolutions and ordinances of the Board of Directors, the California Government Code, and the California Public Contract Code. In the event of a conflict between this Purchasing Policy and any subsequently adopted Board resolution or ordinance, the Board resolution or ordinance shall take precedence.

Nothing within the Purchasing Policy shall be construed as requirement a department, purchaser, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time. Additionally, nothing within this Purchasing Policy shall be construed as requiring the District, or any department, purchaser, or contractor, to take any action which conflicts with local, State, or federal requirements.

### **Section 1.0 ENCUMBRANCE OF FUNDS**

Except in emergency situations, the General Manager shall not issue any purchase order nor shall any contract be approved for materials, supplies, equipment, vehicles, or services unless there exists an unencumbered appropriation in the department budget against which said purchase or contract is to be charged.

### **Section 2.0 PURCHASES LESS THAN \$5,000**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or his/her designee, a Department Head or Supervisor may purchase supplies and services up to \$5,000.00 without approval of the General Manager, Board of Directors or issuance of a purchase order except as follows.

- a) All computers must be purchased with prior approval of the General Manager.
- b) All software regardless of cost must be approved by the General Manager.
- c) Preference to local vendors shall be encouraged given that quality, service, and price are similar.

### **Section 3.0 PURCHASES GREATER THAN \$5,000 BUT LESS THAN \$25,000 FOR NON-PUBLIC WORKS PROJECTS**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or Board of Directors, a Department Head or Supervisor may purchase supplies and services over \$5,000.00 but less than \$25,000.00 subject to purchase order approval from the General Manager. The purchase order must be prepared and approved prior to the purchase commitment.

The General Manager must solicit competitive bids prior to the preparation and issuance of a purchase order. Bid results should be attached or noted on the face of the purchase order. Preference to local vendors shall be encouraged given that quality, service, and price are similar.

#### **Section 4.0 PURCHASE ORDERS**

Purchase orders shall be issued for acquisitions of supplies, equipment, and services (including professional), wherein the estimated total purchase is expected to exceed \$5,000.

Purchase orders should be issued for the estimated total amount, even when individual, repeat acquisitions are less than \$5,000. Examples include the transport of sewer sludge wherein any individual transport is less than \$5,000 but the estimated total annual cost exceeds \$5,000. Another example might be the purchase of chlorine.

Subject to the requirements and limits set forth in this manual, the General Manager may approve a purchase order for up to \$25,000.00. Any purchase orders greater than \$25,000.00 or more shall require the Board of Director's concurrence.

Purchase orders may have multiple budgetary account numbers and may include multiple departments.

The issuance of purchase orders shall be made prior to any purchase commitment to the vendor pursuant to the following procedures:

1. The department shall complete a purchase order form providing all the required data in the spaces provided. [For example: Each purchase order issued shall be numbered sequentially with two components, Calender year and seqencial purchase order number (IE 2021-001), wherein the first component consists of the four digit of the calender year; the second component consists of three digits representing the sequential purchase order number(to be assigned)].
2. Upon completion of the purchase order, the purchase order shall be signed by the General Manager. Upon approval or denial, the purchase order is sent to the initiating department. If approved, the purchase order shall be distributed as follows:
  - a) Copy to Vendor
  - b) Copy to District Financial Officer
  - c) Original to issuing department

#### **Section 5.0 QUOTATIONS AND BIDS FOR NON-PUBLIC WORKS PROJECTS**

Department Head or General Manager may exercise their own discretion with regard to vendor choice for purchases of less than \$5,000.00.

For purchases greater than \$5,000.00 but less than \$25,000.00 General Manager shall endeavor to solicit quotations from at least three vendors. The lowest responsive bid shall be awarded by the

General Manager. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein. The purchase order or an attachment to the purchase order should note the vendors contacted and the amount of their quote.

For purchases greater than \$25,000.00 the General Manager shall solicit competitive bids through sourcing vendors, or wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening the proposing company demonstrating the best value to the district shall be awarded by the Board of Directors. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein.

### **Section 6.0 LOCAL VENDOR PREFERENCE**

The District endeavors to stimulate the local economy by using its purchasing power to support local businesses within boundaries of SMCS D and promote the creation and retention of local jobs. To that end, the District may grant a preference to local vendors when comparing bids or quotations for the purchase of discretionary goods and services, subject to the guidelines set forth in this section.

The preference shall only apply to the procurement of materials, supplies, equipment, and services as set forth herein. In addition, the preference shall not apply to procurement that is restricted by Federal or State laws or regulations that proscribe such a preference, or to public projects subject to the California Public Contracts Code.

The preference may be granted only if the General Manager determines that the local vendor is able to provide comparable goods or services as the next lowest responsive bidder. In determining whether to grant the preference, the General Manager may take into account other District fiscal policies and/or criteria.

The preference shall be five percent (5%) of the local vendor's bid or quotation; however, in no event shall the total preference exceed \$5,000 for any single purchase order or contract.

The 5% preference will be used solely to determine to whom the contract should be awarded and will not in any way alter the final contract amount. A 'local vendor' must meet all the following criteria:

1. The vendor owns, leases, rents or otherwise occupies a fixed office or other commercial building or a portion thereof that has a street address within the District. A post office box shall not qualify as a local business address.
2. The vendor possesses a valid and verifiable business license issued that reflects the vendor's local address.
3. The vendor's business is staffed during business hours by an employee, or employees, employed by the vendor and conducting the vendor's local business.

4. Where the State sales tax will be paid for the purchase, the vendor must possess a valid resale license from the State Department of Equalization reflecting the vendor's business address.

To qualify for the preference, a vendor must certify in writing, in its bid or quotation to the District, that it meets the criteria of a “local vendor”. The General Manager shall determine if a vendor qualifies as a “local vendor”. Any vendor falsely claiming to qualify as a “local vendor” shall be ineligible to transact any business with the District for a period of up to 24 months as determined by the General Manager. The General Manager and/or Board of Directors may also terminate all or part of any contract entered into with such a vendor. The decision of the General Manager may be appealed to the Board of Directors pursuant to the review process used for bid protests.

### **Section 7.0 PROFESSIONAL SERVICES**

Per the guidelines and expenditure thresholds set forth in section 5.0, the General Manager shall solicit competitive bids wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening. The procurement of professional services shall be based on qualifications. Such professional services shall include, but not be limited to, those provided by: engineers, management services for construction projects, architects, urban planners, geologists, hydrologists, land surveyors, landscape architects, rate consultants and assayers, real estate appraisers, licensed environmental assessors and ecologists, accountants and providers of financial services, actuaries, personnel and insurance consultants, psychologists, medical doctors, entertainers, and performers, claims consultants, and attorneys at law.

If the cost of the work to be performed is estimated to not exceed \$25,000, the General Manager may issue a purchase order pursuant to Section 4.0 with the Board of Director's concurrence.

### **Section 8.0 SOLE SOURCE VENDORS**

In the case of sole-source vendors, quotation and bid requirements may be waived by the General Manager and/or the Board of Directors when in his/her/their judgment the District is best served by a particular vendor.

A purchase order and a written explanation for justification of sole sourcing shall be submitted to the General Manager and/or the Board of Directors for approval. If approved, a copy of the written explanation shall be attached to the copy of the purchase order.

### **Section 9.0 WARRANT FOR PAYMENT REQUESTS**

In recognition that needs arise for the issuance of a District warrant for purposes that may not be appropriate for the issuance of a purchase order, (i.e. deposit refunds, and receipt overpayments, payroll-related needs, etc.), the General Manager shall establish a warrant for payment request procedure for issuing a payment without a purchase order. Warrant for payment requests shall be processed on a basis consistent with the payment processing schedule; exceptions may be made by



the General Manager when the best interests of the District might be best served by the accelerated issuance of a warrant payment.

### **Section 10.0 TRAVEL, MEETINGS AND EDUCATION AUTHORIZATIONS**

It shall be the practice of the District to reimburse expenses incurred by officials, officers, and employees of the District when expenses are incurred while on authorized travel, meetings and educational events for District business. The allowances and amounts advanced to persons traveling or meeting on official business shall be established on the basis of specific guidelines set forth below. Administrative procedures are to be amended to conform to the guidelines of this policy.

Advances and/or reimbursements for authorized travel and meetings shall be made by the General Manager upon receipt of a properly completed and approved travel and meeting authorization form unless waived in writing by the General Manager and/or the Board of Directors.

Travel and meeting authorization forms are available upon request. Department Heads or supervisors shall exercise reasonable effort to complete and submit authorized travel and meeting authorization forms for warrant issuance on a timeline conducive to the payment processing schedule as established by the General Manager.

Requests for advances and/or reimbursements for District travel, meetings and education shall be in accordance with the procedures and requirements as noted below:

#### **Section 10.1 Travel, Meeting and Education Authorization/Expense Reconciliation**

Travel on official business which exceeds a cost, actual or estimated, of \$200 or calls for an overnight stay requires the completion of the District's Travel and Meeting Authorization Form and approval by the employee's immediate supervisor and/or the General Manager. When a District vehicle is used, the cost of such use, using the current mileage rate, shall be included in determining the total cost. Travel which exceeds \$2,500 or provides for out of state travel must be submitted on a Travel and Meeting Authorization Form to the General Manager for approval prior to incurring any expenses: Payment may be advanced to the traveler based upon estimated costs as detailed on the Travel and Meeting Authorization Form. Within five (5) days of return, the Travel and Meeting Authorization Form shall be completed and submitted to the General Manager wherein actual travel expenses, including amounts advanced, must be reconciled on the Travel and Meeting Authorization Form.

A Department Head and/or the General Manager may exercise his/her own discretion, regardless of the length of stay, as to whether an employee receives a per diem per subsection 4 below or receives an 'advance' for itemized expenses per subsection 5 below.

However, in all cases, if any amounts paid in advance for transportation, lodging, and registration, etc. wherein overpayments occur and are refunded directly to the employee, the employee must turn over such amounts to the District.

## **Section 10.2 Transportation**

### **a. Commercial Carrier**

Air travel for District officials and employees shall be authorized and reimbursed at the lowest possible fare class with a major air carrier. Air travel other than the lowest possible fare class will be authorized ONLY when scheduling does not permit the use of the lowest possible fare class of flight, or when the flight is four (4) hours duration or more.

District officials and employees shall endeavor to book air travel to take advantage of discounts offered for purchasing flight tickets in advance of departure; i.e. 14 or 21 days and take advantage of non-refundable ticket fares where practical.

Transportation costs for commercial carriers shall be paid by the District directly and separately whenever practical. Round trip tickets shall normally be purchased whenever commercial carriers are used. Travel expenses of a family member of an official or an employee are not eligible for payment by the District. Travel arrangements and payment of costs for family members are to be handled directly by the employee.

### **b. Personal Vehicles**

The use of personal vehicles, when approved as a mode of travel to and from destinations, will be reimbursed at the established mileage rate. When a commercial carrier is used, a traveler will be reimbursed for personal vehicle mileage to and from the airport and the actual cost of airport parking regardless of airport location.

#### **(1) Travel in San Luis Obispo County**

Employees receiving monthly auto allowances shall not, except under special circumstances as authorized by the Manager, be eligible to use a District vehicle or receive mileage reimbursement for use of personal vehicles when travel is within San Luis Obispo County.

#### **(2) Travel Outside San Luis Obispo County**

The use of personal vehicles on District authorized business outside San Luis Obispo County will be reimbursed at the authorized mileage rate for all District officials and employees. Payment of mileage will be based upon the most direct route from point of departure to point of destination. A District official or employee may leave from his/her home for a meeting, conference, seminar or training session. However, the mileage from home to the destination should not exceed the mileage from District offices to the destination.

## **Section 10.3 Lodging**

Hotel accommodations should be arranged directly by the District, not traveler. Receipts for lodging must be attached to the Travel and Meeting Authorization Form in order to obtain reimbursement. Hotel expenses for District officials and employees only will be reimbursed at the single occupancy rate. Room movies and other miscellaneous, such as alcoholic beverages are not eligible for reimbursement including room service meals if a per diem has been provided.

#### **Section 10.4 Per Diem**

Each person traveling on official District business, which includes an overnight stay, may (1) receive a per diem for meals, taxes, gratuities, and incidental expenses equal to \$75.00 if travel time is 4 hours or more per day provided that receipts are submitted to the District. If the amount shown on the receipts is less than \$75 the difference is considered taxable income; or (2) receive a per diem equal to the IRS regional allowance, in which case no receipts are required, and the full amount is non-taxable.

Meals and food charged to a motel/hotel room via room service shall be counted on the final reconciliation of the Travel and Meeting Authorization Form towards the per diem. Per diem shall be paid for travel days just prior and just after the event. One-half of the daily rate shall be paid if the distance to the event is less than 275 miles except that if the event ends later than 3:00 p.m. a full day per diem may be paid. A full day per diem shall be paid if the one-way distance is greater than 250 miles. Expense reimbursement for amounts over the per diem amount must include receipts for all expenses.

#### **Section 10.5 Itemizing Expenses**

If travel encompasses not more than a single day, the traveler shall itemize the expenses incurred for reimbursement. Upon return, supporting documents such as receipts or paid invoices must be submitted on the Travel and Meeting Authorization Form. In the case of overnight travel, the traveler may claim actual expenses rather than per diem. However, all receipts or paid invoices must be submitted with the Travel and Meeting Authorization Form in order to be reimbursed.

#### **Section 10.6 Registration Fee**

Registration fees charged for any authorized convention, conference, seminar or meetings are reimbursable and should be paid in advance. Effort should be made to pay registration fees directly by the District.

#### **Section 10.7 Taxi, Car Rental, Shuttle Service and Parking**

Expenses incurred for car rental and limousine service will not be reimbursed unless authorization is received from the General Manager prior to the travel. Whenever possible, District officials and employees should utilize hotel courtesy buses or local shuttle services. Whenever possible, hotel accommodations should be within easy access to the functions for which the travel was authorized. Taxi service should be used only when no other convenient, less costly transportation is available. Expenses for parking shall be reimbursed in addition to any other allowances paid to the traveler. Effort should be made to pay any transportation fees directly by the District.

#### **Section 10.8 District Merchant Cards**

Merchant card receipts for all charges on the credit cards shall be attached to the final reconciled Travel and Meeting Authorization Form submitted to the General Manager.

Fuel credit cards issued to the District may only be used to purchase fuel, diesel exhaust fluid (DEF) and oil in a District owned vehicles. Use of District fuel credit cards for personal vehicles is strictly

prohibited, regardless of whether or not the use of the personal vehicle was for authorized District business.

### **Section 10.9 Mileage Rate**

The mileage rate for personal vehicle use shall be determined each January 1st by the General Manager. The mileage rate shall be equal to the mileage rate allowance as set by the Internal Revenue Service for business use of a vehicle as confirmed by the General Manager.

### **Section 10.10 Miscellaneous Meetings**

Miscellaneous meetings wherein food, beverages, and related sundries are provided either on-site or at a dining establishment may be paid and/or reimbursed by District when required for official business. Payment and/or reimbursement may be made via; petty cash, merchant card, vendor charge account, purchase order, warrant request or Travel and Meeting Authorization Form.

In all cases, the payment and/or reimbursement request shall be accompanied by a receipt or other documentation and in the case of the use of a merchant card, the customer copy of the merchant card charge slip. The receipt and/or payment request should clearly identify the purpose of the meeting, the general attendees (i.e. lunch with auditors) and the budgetary account number. A Travel and Meeting Authorization Form need only be utilized when the cost of an individual, miscellaneous meeting exceeds \$200.

### **Section 10.11 Discretion**

These procedures do not claim to have addressed all contingencies and conditions. Any necessary and reasonable expenses that may from time-to-time be justified due to circumstances or opportunities for the District will be honored upon approval by the General Manager in the form of reimbursements to the traveler and upon adequate documentation and justification.

### **Section 11.0 PAYMENT REQUIREMENTS**

The issuance of warrant requests and travel, and meeting authorizations shall be made by the General Manager upon receipt of the properly completed documentation and in accordance with the payment schedule as established by the General Manager.

For purchase orders, preparation of the vendor payment shall be initiated by the Department Head or the General Manager upon receipt of the signed “payment” copy of the purchase order. Partial payments are acceptable. Authorization for partial payment(s) may be initiated by the General Manager by submitting the invoice through the Accounts Payable procedure.

For purchase orders issued for materials and/or services to be provided over time, the General Manager shall initiate vendor payment solely upon receipt of the appropriate invoice(s). In order to expedite the Accounts Payable process, the following vendor invoice delivery arrangements should be made:

- Invoices and Statements should be mailed to the District office and should be processed in the same manner as the daily mail.

- In the case where a regular vendor emails an invoice or statement it should be emailed to the Financial Officer.
- If a vendor emails an invoice to someone other than the Financial Officer it should be forwarded to the Financial Officer for processing.
- All invoices and statements are to be included in the general mail processing and be coded for payment by the appropriate Department Head or General Manager prior to payment.

In all instances, vendor payments shall be processed in accordance with the payment schedule unless the General Manager determines that the best interests of the District would be best served by accelerating the issuance of a particular vendor payment. The current payment schedule, as established by the General Manager, is that warrant for payment requests with an invoice attached received by noon on Wednesday will have a check issued no later than the fourth following Friday except as otherwise established by the Manger.

**DO NOT UNDER ANY CIRCUMSTANCES PROMISE OR OTHERWISE INDICATE TO A VENDOR THAT PAYMENT WILL BE RECEIVED ANY SOONER.**

### **Section 12.0 MERCHANT CARDS**

Purchases made by merchant card shall be made in conformance with established Fiscal Policy, the purchasing rules and restrictions as identified in Section 1.0 through 9.0 and shall in no event exceed or circumvent the regulations set forth therein. A single purchase by credit card shall not exceed \$2,500 or the credit card account limit, whichever is less.

Merchant card account limits will be between \$2,000 and \$10,000 per month. Account limits apply to the account, not the card. For example, an account may have a limit of \$5,000, with two cards issued. Therefore, the aggregate spending total of both cards must not exceed \$5,000 per month.

Each Department Head or Supervisor will be informed of the limits placed on cards issued to his/her department and/ or divisions.

Purchases will be denied by the card issuer for any account that is delinquent or has exceeded its account limit. Departments must track their monthly spending so that they do not exceed the merchant card account limit.

### **Section 12.1 Business Use Only**

The merchant card is to be used for District purchases ONLY.

### **Section 12.2 Conditions for Use**

The total of a single purchase to be paid using the merchant card may be comprised of multiple items and cannot exceed the authorized single invoice limit. Purchases will be denied if the authorized single purchase limit is exceeded. Payments for purchases are not to be split in order to stay within the single purchase limit.

All materials, supplies, and services purchased over the counter and paid for by using the Merchant Card must be immediately available. No back-ordering is allowed unless authorized by the General Manager.

All materials, supplies, and services purchased by telephone order to be paid for by merchant card must be delivered by the merchant/vendor within the 30-day billing cycle. The order should not be placed without this assurance. (Please see "Telephone Purchase Procedures" below). Merchant card use for employee travel must comply with established District travel policy.

### **Section 12.3 Telephone Purchase Procedures**

Telephone purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made by telephone. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing a telephone order to be paid using the merchant card, the employee will:

- a. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- b. Instruct the merchant/vendor to fax, mail or email the charge slip to the cardholder when the credit card is charged.
- c. A log should be used to record telephone merchant card orders (see Attachment 4). The documentation should be held until the monthly billing statement is received and then attached to the statement, along with the charge slips, when it is submitted for payment.

### **Section 12.4 Internet Purchase Procedures**

Internet purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made, by internet website access. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing an internet order to be paid using the merchant card, the employee will:

- a. Confirm that the web site utilizes security protection software.
- b. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- c. Print out a hard copy of the order confirmation before exiting the site.

### **Section 12.5 Documentation, Reconciliation and Payment Procedures**

- a. Documentation

Any time a purchase is made that will be paid using the merchant card, whether it is done over the counter or by telephone or by internet, a document must be retained as proof of purchase. The documents will later be used to verify the purchases shown on the merchant card monthly statement. When a purchase is made over the counter, the employee is to obtain a customer copy of the charge

slip, as well the separate invoice if any, which will become the accountable document (make sure all carbons are destroyed).

When making purchases by telephone, the employee is to immediately document the transaction on a log and attach the charge slip (and invoice, if any) when received from the vendor, along with any shipping documents associated with the order.

b. **Missing Documentation**

If for some reason the employee does not have documentation of the transaction to send with the statement, he/she must attach an explanation that includes a description of the item, date of purchase, merchant's/vendor's name and why there is no supporting documentation and signed by the General Manager. If documentation is received after the statement has been sent for payment, the employee should send the documentation to accounts payable with a note referencing the date of the statement to which it should be attached.

**Section 12.6 Merchant Card Restrictions**

The following list covers purchases for which merchant card use is **prohibited**:

- a. Fuel purchases. Fuel purchases for District vehicles only must be made using a District Fuel credit card.
- b. Cash advances through bank tellers or automated teller machines.

**Section 12.7 Payment and Invoice Procedures**

Purchases made by employees will be paid by accounts payable once the purchases are coded by the Department(s) and the General Manager's approval of the transaction has been completed. Account coding shall be summarized by budget account.

Original invoices, receipts and/or charge slips should be stamped with the "Approved for Payment" stamp with all fields completed, then put into the Credit Card Receipts folder in the Financial Office. If the employee wishes to retain a copy of the invoice, a copy should be made before the original is sent to the General Manager.

The "Statement of Account" requires the Department/Division to review the statement and to note any errors on the bill. The Department/Division should attach to the statement all receipts (sales drafts/charge slips) received at the time of purchase with the budget account number noted on each. Travel expense charges must include a copy of the final accounting of the travel authorization form, as well as receipts pertaining to Travel purchases made by credit card. The Supervisor or Manager stamps the invoice or receipt with an "Approved for Payment" stamp, assigns account codes for each item, writes the grand total of the amount to be paid in the "amount" area provided by the "Approved for Payment" stamp, attached the summary by budget account and secures the signature of the General Manager certifying items purchased and received and forwards to the accounts payable within five (5) working days after it is received. Noncompliance may mean denial of future use of cards. Merchant Card Monthly Statement Payment: The Financial Officer will match all Credit Card Receipts with the monthly statement. Any missing receipts will be requested by the Financial Officer. The final packet of Statement and receipt back ups will go to the General Manager for approval before payment.

### **Section 12.8 Approval**

Approval of the transactions that employees have made using the merchant cards will not be totally defined in these procedures. Department Heads or supervisors, because of their knowledge of the job responsibilities of employees, are required to look at each employee's purchases, and at the merchant, who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.

If, for any reason, the General Manager questions the purchases(s), it is his/her responsibility to resolve the issue with the employee. If he/she cannot be satisfied that the purchase was necessary and for Official Use, then the employee must provide a Credit Voucher proving item(s) have been returned for credit, or a personal check or cash for the full amount of that purchase. Resolution for improper use of the merchant card will be the responsibility of the General Manager to resolve, and disciplinary action for misuse will also be his/her responsibility to process.

### **Section 12.9 Disputes**

If items purchased with the merchant card are found defective or the repair of services faulty, the employee has the responsibility to return the item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant/vendor refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.

A disputed item must be noted on the statement of the account. In addition, an "Employee Statement of Questioned Item" form (Attachment 1) must be completed by the employee with appropriate documentation attached, if necessary. The General Manager shall notify the merchant card issuer in accordance with the instructions on the "Employee Statement of Questioned Item" for adjustment. The form should be attached to the statement of account, with a copy retained by the Department for follow-up the following month to be sure the proper credit is received on the statement of account.

It is essential that the time frames and documentation requirements established by the merchant card issuer be followed to protect the employee's rights in dispute. Dispute policies and procedures issued by the merchant card issuer will be provided at the time merchant cards are issued to employees.

### **Section 12.10 Requests for Initial, Additional or Changes to Merchant Cards and/or Credit Cards**

All requests for new accounts, additional cards or changes in account names or limits will be done by submitting "Request for Merchant or Credit Card" form to the General Manager. The form will be processed by the General Manager and the requesting Department Head or Supervisor will be notified when the request is processed. A minimum of thirty days should be allowed for processing requests.

### **Section 12.11 Inventory of Merchant and/or Fuel Credit Cards**

At least once annually, the General Manager will provide a list of credit cards to be issued and a physical inventory of credit cards will be performed by the Financial Officer and a report will be provided to the General Manager of the results of the inventory.



### **Section 12.12 Lost or Stolen Merchant and/or Credit Cards**

Should any employee lose or have a District credit card stolen, it is the responsibility of the General Manager to immediately notify the merchant card issuer of the loss. The telephone number of the merchant card issuer will be provided when the merchant card is issued.

In addition to notifying the merchant card issuer, the General Manager must notify the Board of Directors of the lost or stolen credit card WITHIN ONE WORKDAY after the discovery of the loss or theft of the card. The General Manager will be required to make a written report to the Board of Directors WITHIN FIVE (5) WORKDAYS that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred if known, the purchases that the employee had made prior to the loss, and any other information that may be considered necessary.

### **Section 12.13 Terminating Employee**

The General Manager shall be responsible to collect merchant and/or fuel credit cards from terminated employees.

If the General Manager is unable to collect the merchant or fuel card when an employee leaves, the General Manager shall notify the Board of Directors by email and immediately take action to ensure the card is voided.

The merchant or fuel card issuer shall be notified to void the merchant card to prevent any purchases after the employee leaves.

### **Section 13.0 CONTRACT CHANGE ORDERS**

To establish a uniform procedure for documenting, review and authorization of Change Orders affecting construction contracts, these procedures shall apply to changes in the work that results in alterations, amendments or deviation from an awarded contract; thereby modifying the scope of the contract, the cost, completion schedule, material and/or equipment furnished under the awarded contract.

A Change Order is the written authorization that changes the awarded contract as noted above. The Change Order shall be for similar kinds of work as that awarded in the original contract and shall only arise in good faith from unforeseen items and/or events since the time of the bid award. Request for Change Order authorization to the General Manager shall be accompanied by a purchase order. Change Order authorization limits are established as follows:

- a) Contracts up to \$25,000. The General Manager is authorized to approve change orders, in aggregate, up to 25% of initial contract amount.
- b) Contracts \$25,000 - \$75,000. The General Manager is authorized to approve change orders, in aggregate, up to 20% of initial contract amount. The General Manager shall place an item on the next Board of Directors meeting for Board review.
- c) Contracts greater than \$75,000. For contracts with an initial contract amount of \$75,000 or more, the General Manager may approve change orders, in aggregate, up to \$15,000. Change orders in excess of the aggregate \$15,000 must be approved by the Board of Directors at a scheduled board meeting.

In all cases where a Change Order would increase the cost of the project beyond the existing budget, the Change Order shall be presented to the Board of Directors along with an appropriation resolution for their consideration and approval.

#### **Section 14.0 CONTRACTS WITH OTHER PUBLIC AGENCIES**

It may be beneficial to contract with other public agencies for goods and services. In such cases, the General Manager may waive normal bidding procedures if it can be shown, via the quotation procedures contained in Section 4.0, that contracting directly with another public agency is equal to or less than the cost of a private sector competitive bid contract

#### **Section 15.0 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING (CUPCCAA)**

The Uniform Public Construction Cost Account Act (the “Act”) allows local agencies to perform public project work of up to \$60,000 with their own workforce if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission (the “Commission”). Participation is voluntary and open to any public agency. The benefits of electing to become a participating agency of the Act include more flexibility in completing public projects, reduction of the number of formal bids a public agency must put forth for qualifying projects, and a streamlined awards process.

##### **Section 15.1 Definitions**

“Public Project” means any of the following:

- a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- b) Painting or repainting of any publicly owned, leased, or operated facility.
- c) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b) Minor repainting.
- c) Resurfacing of streets and highways at less than one inch.
- d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

### **Section 15.2 List of Registered Contractors**

The General Manager, or their designee, shall maintain a list of qualified contractors, identified according to categories of work. At least once per calendar year, the General Manager shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that agency by the Commission. The list of Commission-designated trade journals can be found in the *Cost Accounting Policies and Procedures Manual*. A contractor may have their firm added to the List of Registered Contractors at any time by providing the following information:

- a) The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- b) A phone number at which the contractor may be reached;
- c) The type of work in which the contractor is interested and currently licensed to perform;
- d) The class of contractor's license(s) held; and
- e) The contractor license number(s).

### **Section 15.3 Bid Limitations for Public Projects**

The General Manager is authorized to award Public Project contracts solicited through CUPCCAA informal bidding processes. Contracts exceeding the informal bid limit set forth in Public Contract Code section 22032 (as it may be revised from time to time), are let in accordance with CUPCCAA formal bidding procedures, and awarded by the District Board.

### **Section 15.4 Public Projects of \$60,000 or Less**

Public projects of \$60,000 or less may be performed by the employees of the District by force account (such as street maintenance), by negotiated contract (such as a contract for design services), or by purchase order (such as a contract for supplies). Procurement of any contracts for Public Projects under \$60,000 shall be subject to the procedures set forth in Sections 2.0 and 3.0 of this Policy Manual.

### **Section 15.5 Public Projects of \$200,000 or Less**

Public projects of \$200,000 or less may be let to contract by the following informal procedures:

- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- The District may either mail, fax, or email a notice inviting informal bids to all contractors on the List of Registered Contractors for the category of work being bid, unless the product or service is proprietary, not less than 10 calendar days before bids are due; or mail, fax, or email the notice to all construction trade journals specified in the *Cost Accounting Policies and Procedures Manual*. (Notice by mail to a trade journal listed in the *Cost Accounting Policies and Procedures Manual* is not required if the trade journal charges for its services or is out of business)
- Notice inviting bids shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to perform;
- The class of contractor's license(s) held; and
- The contractor license number(s).

### **Section 15.6 Public Projects of More Than \$200,000**

Public projects of more than \$200,000 must be let to contract by the following formal bidding procedures:

- Notice inviting bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation within the District.
- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:
  - Cash.
  - A cashier's check made payable to the District.
  - A certified check made payable to the District.
  - A bidder's bond executed by an admitted surety, made payable to the District.

### **Section 15.7 Bid Award**

The contract must be awarded to the lowest bidder. If two or more bids are the same and the lowest, the Board has the discretion to award the contract to any one of the responsible lowest bidders. If all bids received are in excess of \$200,000, the Board may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract at \$212,500 or less to the lowest responsible bidder.

The Board has the discretion to reject any bids presented. The Board may reject all bids if it first declares that the project can be more economically performed by employees of the District and the General Manager provides written notice to an apparent low bidder that:

- Informs the lowest responsible bidder of the Board's intention to reject the bid.
- Is mailed at least two business days prior to the hearing at which the Board intends to reject the bid.

If all bids are rejected, the Board may abandon the project or re-advertise for bids or, by passage of a resolution by a four-fifths (4/5) vote declaring that District employees can perform the project more economically, have the project done by force account without further complying with the Act.

If no bids are received, the project may be performed by employees of the District by force account or by further informal bidding procedures.

### **Section 15.8 Emergency Work**

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board, by contractor, or by a combination of the two. If notice for bids will not be given for emergency work, the Board must:

- Approve by a four-fifths (4/5) vote proceeding with the emergency work.
- Make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
- Any emergency action taken must be reviewed at the next regularly scheduled meeting of the Board, to occur not later than 14 days following the order of emergency action, and at every regularly scheduled meeting thereafter until the action is terminated, as determined by a four-fifths (4/5) vote of the Board whether there is need to continue the action.

The Board may, by a four-fifths vote, delegate, by resolution or ordinance, to the General Manager, or other nonelected agency officer, the authority to order any emergency action.

### **Section 15.9 Project Tracking**

All cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead, associated with construction-oriented Public Project must be recorded and reported at the project level through a project tracking system. The District shall maintain a manual or automated system that records, accumulates, and periodically reports the cost elements – personnel; materials, supplies and subcontracts; equipment; and overhead – incurred in completing all Public Projects.

The District is required to account for the costs of the public project in a manner consistent with the way in which the project was bid or estimated. An audit trail of the accumulation of cost elements for each Public Project must be maintained by the District, including source documents identifying costs incurred on each project (e.g., timesheets, equipment tracking records, requisitions of materials and supplies used at the project site, documentation of the development of overhead rates).

### **Section 16.0 ACCOUNTS PAYABLE PROCESS**

When purchasing from a new vendor, the Department Head or General Manager should provide the vendors contact information to the Financial Officer so the vendor can be entered into the accounting software and appropriate vendor information collected (i.e W-9 forms).

Invoices received for payment should be stamped with the “Received By” stamp on the date received and put into the Accounts Payable folder for the General Manager’s signature. For an invoice to be paid, the Department Head or supervisor must stamp the invoice with the “Approved for Payment”

stamp and fully complete it. The General Manager will review and sign all invoices, after signed by the Department head or Supervisor but before they are entered for payment by the Financial Officer.

“Approved for Payment” stamp: Department Head or supervisor should fully complete the stamp with:

- the current date
- purchase description, resolution # or project name to be assigned to the purchase in the District’s accounting software
- list the budget account(s) the amount due should be coded to
- initials or signature of the Department Head or supervisor

Department Head or supervisor should include any special instructions with the invoice. Example: a copy of the invoice or permit should be included with payment, or if the check should not be mailed out.

Credits: Department Head or supervisor should indicate on a credit if there is a specific invoice the credit should be applied to and stamp the credit with the “Approved for Payment” stamp and fully complete it.

Vendor Statements: when received should be stamped with the “Received By” stamp and put into the AP folder for review by Department Heads, supervisors and the General Manager. All Statements should go to the Financial Officer, who will review it against the District’s records. Any open invoices/credits will be pursued, otherwise if no action is needed the statement will be filed into the vendors accounting file.

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**September 28, 2023**

**AGENDA ITEM: 11.1**

**SUBJECT:** Discuss representation on Paso Basin Cooperative Committee (PBCC) (Tabled from August 24th 2023 meeting)

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**SUGGESTED ACTION:** Discuss appointing Board member(s) to the Paso Basin Cooperative Committee (PBCC) as the Member and/or Alternate. Provide direction to the General Manager.

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**DISCUSSION:**

This item was tabled from the August meeting in order for the full Board to be present.

Currently the San Miguel CSD GSA is represent by the General Manager as the Paso Basin Cooperative Committee (PBCC) Member and Field Operator Lead as the PBCC alternate. The District Engineer is the representative at the staff level PBCC meetings.

At this time it is recommended that a Board member be appointed to the PBCC as either the Member or Alternate, and the General Manager fill the other seat.

The Board should discuss if they would like a Board member to represent the GSA at the PBCC and in what capacity.

Board members appointed to be the PBCC Board need to be appointed by name.

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**FISCAL IMPACT:**

If a Board member attends meeting on behalf of the Board. They are entitled to a stipend of \$100.00 per meeting with a maximum of \$100.00 per day.

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PREPARED BY: Kelly Dodds

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