



BOARD OF DIRECTORS

Ashley Sangster, President Anthony Kalvans, Vic-President
 John Green, Director Hector Palafox, Director Raynette Gregory, Director

REGULAR MEETING AGENDA 6:30 P.M. Closed Session 7:00 P.M. Opened Session SMCS Boardroom 8-27-2020

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

Based on the mandates by the Governor in Executive Order 33-20 and the County Public Health Officer to shelter in place and the guidance from the CDC, to minimize the spread of the Corona Virus, please note the following changes to the District's ordinary meeting procedures:

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

HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

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

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

PUBLIC RECORD

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

Please see: www.sanmiguelcsd.org

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

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

Public Comment: please see notice.

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

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

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

I. Call to Order: 6:30 PM

II. Pledge of Allegiance:

III. Roll Call: *Sangster* ___ *Kalvans* ___ *Green* ___ *Palafox* ___ *Gregory* ___

IV. Approval of Regular Meeting Agenda:

M _____ S _____ V _____

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

A. CLOSED SESSION AGENDA:

1. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: w/o

2. PUBLIC EMPLOYMENT

Title: Director of Utilities
Pursuant to Government Code Section 54954.5

3. PUBLIC EMPLOYMENT

Title: Board Clerk/Account Clerk Manager
Pursuant to Government Code Section 54954.5

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

1. Report out of closed session by District General Counsel Derwin

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

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

VIII. Special Presentations/Public Hearings/Other: None**IX. Staff & Committee Reports – Receive & File:****Non-District Reports:**

- | | | |
|----|---|-----------------|
| 1. | San Luis Obispo County | No Report/Email |
| 2. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report/Email |
| 3. | Community Service Organizations | SMFFA/Email |

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager | (Mr. Roberson) | Verbal |
| 5. | District General Counsel | (Mr. White) | Verbal |
| 6. | District Engineer | (Dr. Reely) | Report Attached |
| 7. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 8. | Fire Chief | (Chief Roberson) | Report Attached |

X. CONSENT CALENDAR:

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

1. Review and Approve Board Meeting Minutes

- a) 7-23-2020 Regular Board Meeting

2. Approval of Resolution No. 2020-31 approving a rate increase from \$5.01 per HCF to \$5.22 per HCF for construction hydrant meter usage to be effective September 16th, 2020**3. Receive and File 2020 audit of the Sanitary Sewer Management Plan (SSMP) dated July 31st, 2020. SSMP available on the District website at this link: [SSMP 8-2020 Report](http://sanmiguelcsd.org/Wastewater-SSMP) (sanmiguelcsd.org- Wastewater-SSMP)****XI. BOARD ACTION ITEMS:****1. Review, Discuss, Receive and File the Enumeration of Financial Report for July 2020 (Freeman)**

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

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

M_____ S_____ V_____

- 2. **Adopt a Resolution 2020-29 approving an employment agreement for the Director of Utilities and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District.**

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

M_____ S_____ V_____

- 3. **Adopt a Resolution 2020-30 approving an employment agreement for the Board Clerk/Account Clerk Manager and authorizing the General Manager to execute and enter into the agreement on behalf of the San Miguel Community Services District.**

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

M_____ S_____ V_____

- 4. **Review and approve Resolution 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount. (Dodds)**

Recommendation: Approve Resolution 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement existing water line in the L street alleyway in an amount not to exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

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

M_____ S_____ V_____

- 5. **Review and approve Resolution 2020-33 authorizing the Director of Utilities to contract with Terrain for land surveying services for purposes of plan preparation for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount. (Dodds)**

Recommendation: Approve Resolution 2020-33 authorizing the Director of Utilities to contract with Terrain for land surveying services for purposes of plan preparation for the replacement of existing water lines in the L street alleyway in an amount not to exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

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

M_____ S_____ V_____

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

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

Public Comments: (Hear public comments)

7. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)

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

8. Review and discuss Chapter 4.A (Board Member Compensation) of the San Miguel Community Services District Board Members’ Handbook. (Roberson/Kalvans)

Recommendation: Discuss Chapter 4.A of the Board Members Handbook and provide direction to Staff.

XII. BOARD COMMENT:

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

XIII. ADJOURNMENT TO NEXT REGULAR MEETING

ATTEST:

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

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on August 21, 2020

Date: August 21, 2020

Rob Roberson Rob Roberson, Fire Chief/Interim General Manager -Approved 8-13-2020

Ashley Sangster, SMCSO Board President -Approved 8-17-2020 e-signature

Tamara Parent, Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

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

SAN MIGUEL COMMUNITY SERVICES DISTRICT

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

BOARD OF DIRECTORS

Ashley Sangster, President
 Anthony Kalvans, Vice President
 John Green
 Hector Palafox
 Raynette Gregory

Re: DISTRICT ENGINEER REPORT - AUGUST 2020

Board Members:

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

OVERVIEW

The District produced approximately 10.7 MGAL (14,335 CCF) of water during the month of July 2020. This represents an increase of approximately 9.6% from the prior month. Compared to 1-year ago, the volume of water produced in July 2019 was approximately 10.9 MGAL. There are no significant problems with the District's infrastructure at the time this report was prepared.

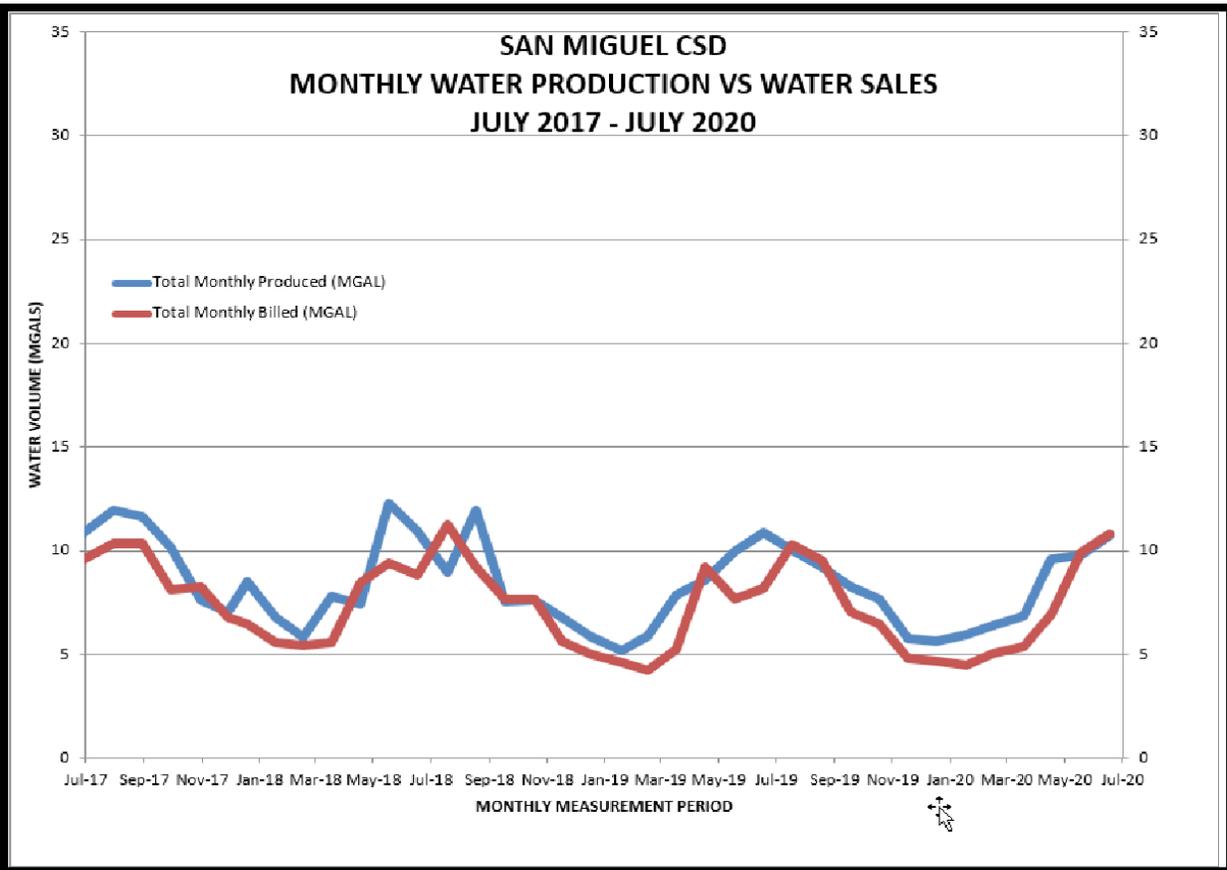
MEETING PARTICIPATION

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

1. The DE did not attend any meetings during the previous month.

WATER PRODUCTION HISTORY

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



CAPITAL IMPROVEMENT PROGRAM

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

1. **WWTP Aeration System Upgrade:** WWTP Aeration System Upgrade: Conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project. The DE and the Director of Utilities are planning to meet with the County and PG&E representatives in the summer 2020 to further explore this option.
2. **Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Design Phase:** The District has received and executed an agreement with the DWR Waterboard for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. The Board approved an agreement with Monsoon Consultants to provide project management and design services for this project at their October 2019 Board meeting. On April 13, 2020, the DE and the Director of Utilities met with representatives of the USDA to discuss the project and potential financing terms. The DE and staff have been diligently working on the preparation of the documents required to submit an application for project financing to the USDA. On April 23, 2020, the District awarded a contract to Dudek to provide environmental services to address the NEPA / CEQA requirements of the project. Dudek has initiated the work and performed the initial biological field survey on June 11, 2020. In addition, the Director of Utilities

submitted a Funding Inquiry Form to the CALIFORNIA FINANCING COORDINATING COMMITTEE (CFCC). This submittal represents the initial step in soliciting additional grant and loan funding from a variety of agencies and programs within the State. On May 5, 2020, the DE submitted a Pre-Application to the DWR for \$14,500,000 in funding through the Small Community Funding Program.

3. 10th & 11th Street Waterline Replacement Project: The District has been awarded a \$350,123 CDBG grant for partial funding of this project. A CDBG Grant Funding Sub-Recipient Agreement is on the July agenda for the Board's consideration and approval. The project has been designed and plans / bidding documents are ready for bid advertisement in July 2020, subject to approval by the Board. The District has received the final report for the Kit Fox survey that was prepared by H.T. Harvey & Associates. The County has completed the NEPA determination. The District has secured the encroachment permit for the work to be performed in the UPRR and Caltrans has informed the District that an encroachment permit will not be required from their agency. A pre-bid meeting was held on August 13, 2020, which was attended by several potential bidders. We anticipate receiving bids on August 24, 2020 and bringing a contract for construction to the Board for their consideration for contract award at the August Board meeting.

DEVELOPMENT

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

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has either been completed or is underway on 40 homes. In addition, construction of 20 new homes has either been completed or been started in the portion of the development that was acquired by Nino Development. All lots in this Tract have finished homes or homes that are under construction. There are no additional vacant lots.
- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction has begun on fifteen (15) homes by Nino Development.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The City of Paso Robles has awarded a contract to Cleath-Harris Geologists, Inc. to provide hydrogeologic services for the Supplemental Environmental Project. The goal of this project is the siting and installation of stream gauges and monitoring wells, which will help address groundwater dependent ecosystems and reduce the data gaps identified in the Groundwater Sustainability Plan for the Paso Robles Groundwater Basin. The project will be funded through SER funds (\$250,000 approx.) that are available through the Waterboard and there will be no costs incurred for this project by the District. As part of this project, there is potential funding for the installation of a new stream gauge on the

9

Salinas River at the 15th Street Bridge and a new monitoring well to be installed in the Salinas River alluvial formation near the east abutment of the bridge.

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

Respectfully Submitted,
MONSOON CONSULTANTS

Blaine T. Reely

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

August 18, 2020
Date



San Miguel Community Services District

UTILITY STATUS REPORT

7-18-2020 Thru 8-21-2020

AGENDA ITEM# IX.7

Well Status:

- Well 4 is partially operational – Well Level 94 7/27/2020
- Well 3 is fully operational – Well Level 97 7/27/2020
- SLT well is in service – Well Level

Water System status:

Water leaks this month: 1 This calendar year: 4

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

- Well 4 has been experiencing power fluctuations, leading to the well shutting off. Staff is working with PG&E to determine the cause of the fluctuations and a solution.

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:

- Removing sludge from Pond 3
- A Seatrain container was purchased, and racking installed to house pipe and other materials to prevent damage and loss due to sun rot and weather.

State Water Resources Control Board (SWRCB):

- All license examinations for water and wastewater have been cancelled for the foreseeable future due to COVID.
 - Director of Utilities has requested consideration for the operators of the District to be able to take the examination within this calendar year due to the upcoming WWTF Expansion, so that we have the correct licensing to operate the new plant once it is online.

Billing related activity:

- **Total active accounts (at the time of this report)**
 - 918 water accounts
 - 795 wastewater accounts
- **Overdue accounts (at the time of this report)**
 - 13 accounts 60 days past due
- **Service orders (for prior month)**
 - 21 service orders issued and completed

Lighting status:

- Working with PGE Rep to get remainder of the PGE owned streetlights converted to LED.

Landscaping:

- Identified a new leak in the irrigation in front of CHC requiring concrete removal. Some of the concrete removed may be replaced by the County during their repairs to the sidewalk in that area.
- Mission Street water use
 - 76 units for last billing period

Solid Waste:

Mattress recycling

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

Project status:

- Well arsenic treatment
 - Working with Awalt Engineering and Monsoon Consultants to identify a viable option for treating for arsenic at the District wells.
 - Working to determine a funding mechanism for arsenic treatment.
- Water, Wastewater, Recycled water master plan.
 - Currently under review by Staff.
 - Scheduled to be on the September agenda
- Accessory Dwelling Units (ADUs) connection fees
 - Staff is working with Bartle Wells Associates to determine the appropriate water and wastewater connection fees for ADUs, to comply with the current state laws.
 - ADU Connection fees are scheduled to be on the September agenda for Board review and approval.

Board requested information:

- .

Community Development Block Grant (CDBG)

- 10th and 11th street water line replacement – A CDBG funded project
 - 7/23/2020 Board approved release of plans and specification for bidding
 - 8/13/2020 Pre-Bid meeting (nine contractors participated)
 - 8/24/2020 Bids due by 2pm
 - All bids will be reviewed, and contractor's status checked by the District and the County of SLO.
 - 9/24/2020 Board award of contract for construction
 - 10/2020 construction start with 120 days allowed for construction
- New funding cycle opens for applications in September.

WWTP expansion and Aerator Upgrade

- See additional agenda item(s) for ongoing information
- Timeline of future milestones
 - 8/2020 Resubmittal of revised PER to USDA
 - 9/2020 90% Site design and system size/ phase revision
 - 9/2020 Application for construction funds from CWSRF
 - 9/2020 Completion of Environmental report for plant
 - 9/2020 RFPs for process equipment

- 12/2020 Final construction drawings for board approval
- 12/2020 Completion of Environmental report for Recycled water system
- 1/2021 Release plans and specifications for Bidding
- 2/2021 Approval of contracts for construction
- 3/2021 Begin construction
- 12/2021 Complete construction

Staffing

- One vacant position, WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.

SLO County in San Miguel:

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

Caltrans in San Miguel:

- Hwy 101 construction is complete.

Rain in San Miguel:

<u>2018</u>	<u>9"</u>
<u>2019</u>	<u>12.5"</u>
<u>2020</u>	<u>0"</u>

Kelly Dodds

Kelly Dodds
 Director of Utilities
 Date: August 21, 2020

San Miguel Community Services District Board of Directors Meeting



Staff Report

August 27th, 2020

AGENDA ITEM: IX 8

SUBJECT: Fire Chief & Asst Fire Chief Report for July 2020

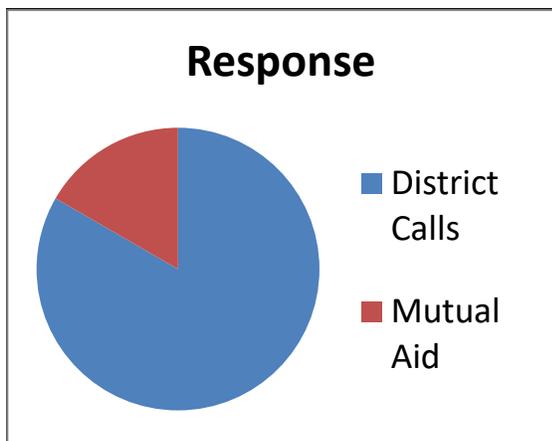
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

- Total Incidents for July 2020 **36**
- Average Calls for per 7 Months in 2020 27
- Total calls for the year to date **189**

Emergency Response Man Hours in May =	105	Total	702
Stand-By Man Hours for May =	53		<u>249</u>
		Total hr.	951

Emergency Response Man Hours =	4.5 hr. Per call for June	3.7 Per call for the year
Stand-By Average per Call =	1.5 Per call for, June	1.3 Per call for the year



July YTD

District calls	26=74%	150= 79%
Mutual aid calls	9=25%	39= 20%
Assist Camp Roberts		9 = 4%

- The new Engine 8668 is here at the station so it can be outfitted with equipment and set up so it can be placed in service. The engine will need to return to South Coast for a few final adjustment and installation of equipment. Once it returns to the department, all members will be trained on all the equipment and its functions before it is placed in service. We hope to have it in service before Sept 1st.
- Some new equipment has been purchased for the new unit and all the cost are being tracked so adjustments can be made if necessary.
- Our current Engine 8668 will be reclassified a Patrol 8651 and it will follow the Type 6-unit response.
- E8687 will be on reserve status after the new engine is in service. We will be reviewing our options and the future of that unit at that time.

Activities:

- Actively working within the COIVD standards

July

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
2 nd	Aids Ride BBQ Bradly Cancelled	

<u>Date</u>	<u>Subject matter</u>
1 st	4 th of July Coverage
2 nd	4 th of July Coverage
3 rd	4 th of July Coverage
July 4 th	coverage 4 days
7	4th of July Coverage
14	Medical Heat Related Injuries, Patient Assessment
21	ICS Operations / Fire Response
28	Association Meeting

August

<u>Date</u>	<u>Subject matter</u>
4	Engine Company Operations, Structure Fire Scene set up
11	Ladder Operations
18	RIC Team Ops
25	Association Meeting

Information:

- Fire Prevention Report Attached.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2020 MILEAGE / FUEL REPORT

IX-8

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	17	16.6	84	18	92	22	57	25.5	178	28	56	0	484	110	4.4
E-8687	17	13.4	24	25	24	0	28	35	115	22.8	20	31	228	127	1.8
E-8668	47	0	12	10	76	9	53	15.4	31	10	417	48.3	636.3	92.7	6.9
6 Month Total												1348.3	330	4.1	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	0	0	0	0	5	20	187	0	248	17.6	439.8	37.6	11.7
C-8601	301	0	356	54	321	32.2	313	32	189	29	455	23.5	1935	171	11.3
C-8600	319	0	368	37.3	449	27.5	428	20	373	35	432	37.9	2369	158	15.0
6 Month Total												4743.8	366	13.0	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	143	35.6											143	35.6	4.2
E-8687	128	46.1											128	46.1	2.3
E-8668	37	10											37	10	5.3
6 Month Total												308	91.7	3.4	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	17	17.6											456.8	55.2	10.0
C-8601	322	0											322	171	6.6
C-8600	330	21.6											330	179	1.8
6 Month Total												1108.8	405	2.7	

YTD 2020 Total	mi.	gal.	Avg. MPG
Diesel	1656.3	422	3.9
Gas	5852.6	771	7.6

Call per time of day and day of the week 2020

	After Hours						CSD Work Hours										Off Hours						Total			
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00			22:00	23:00
Sunday	2	0	2	1	0	0	0	1	0	1	0	0	0	2	1	0	0	0	3	4	2	0	0	2	21	11%
Monday	1	2	1	0	1	1	0	2	0	0	1	3	1	2	2	1	5	2	1	2	2	4	1	1	36	19%
Tuesday	1	1	0	0	0	0	0	1	0	2	1	0	1	1	2	4	1	0	3	1	0	0	1	20	10%	
Wednesday	1	1	2	1	0	1	0	2	1	2	2	3	2	3	2	2	2	3	0	0	1	1	0	32	16%	
Thursday	0	1	0	0	1	0	0	2	1	0	2	2	1	3	2	0	2	4	1	0	3	2	0	1	28	14%
Friday	1	0	2	0	3	0	0	1	1	0	2	2	0	2	1	0	2	2	1	0	1	1	1	2	25	13%
Saturday	0	0	1	1	0	0	1	2	0	0	4	1	2	0	3	0	1	1	4	3	0	1	0	2	27	14%
Hour Total	6	5	8	3	5	2	1	8	5	2	13	11	7	12	13	5	16	12	13	12	9	9	3	9	189	
	3%	2%	4%	1%	2%	1%	1%	4%	2%	1%	6%	5%	3%	6%	6%	2%	8%	6%	6%	6%	4%	4%	1%	4%		

Total calls during CSD Work Hours 59 31%

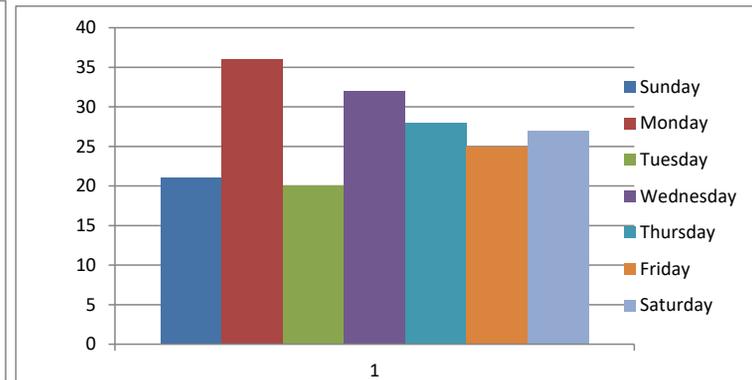
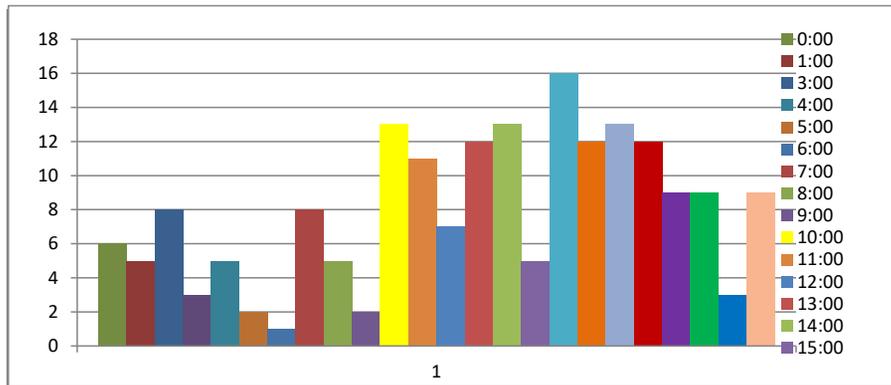
Total calls during Off time and weekends 130 68%

8am to 8pm 32 16%

After Hours calls 22:00 to 06:00 41 21%

Total Weekend Calls 48 25%

Total Calls Monday thru Friday 141 74%





	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL	
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid
Structure Fires	0	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2	0
Veg. Fires	0	0	0	0	0	0	0	0	4	1	1	3	2	0	0	0	0	0	0	0	0	0	0	0	7	4
Vehicle Fires	0	0	0	0	0	0	0	1	1	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1	3
Misc. Fires	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Illegal Burning	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Vehicle Accidents	3	3	0	0	1	0	0	1	0	0	4	3	0	2	0	0	0	0	0	0	0	0	0	0	8	9
False Alarms	0	0	1	0	0	0	1	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
Hazardous Condition	1	0	1	0	2	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Standby	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Pub.Svc.Asst.	1	0	3	0	1	0	1	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	12	0
Medical Aids	14	2	18	1	10	2	14	2	14	0	14	8	20	7	0	0	0	0	0	0	0	0	0	0	104	22
Call TOTALS	21	5	24	1	14	2	16	4	23	1	26	17	26	9	0	0	0	0	0	0	0	0	0	0	150	39
	26		25		16		20		24		43		35		0		0		0		0		0		189	
<i>CPR</i>	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Mutual Aid SLO/Mon.	5	0	1	0	0	0	4	0	1	0	16	1	8	1	0	0	0	0	0	0	0	0	0	0	37	
Camp Bob Asst.	0		0		0		0		1		6		2		0		0		0		0		0		9	
Average Calls Per	<i>Month</i>	25.6	<i>Day</i>	0.8	<i>SLO Co. MA</i>				35	<i>Montrey Co. MA</i>				2	<i>CPR TOTAL</i>						1					

San Miguel Fire Department

San Miguel, CA

This report was generated on 8/17/2020 11:12:21 AM

Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 07/01/2020 | End Date: 07/31/2020

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
07/01/2020 08:30:00	07/01/2020 22:00:00	DAYBOOK	SMF 1		13.50
07/02/2020 08:30:00	07/02/2020 22:00:00	DAYBOOK	SMF 1		13.50
07/03/2020 08:30:00	07/03/2020 22:00:00	DAYBOOK	SMF 1		13.50
07/04/2020 08:30:00	07/05/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/05/2020 08:30:00	07/06/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/06/2020 08:30:00	07/07/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/07/2020 08:30:00	07/07/2020 08:30:00	DAYBOOK	SMF 1		0.00
07/07/2020 18:00:00	07/07/2020 22:00:00	DAYBOOK		Firefighter Training: Hose Loads and Pulls Lead Instructor:	4.00
07/08/2020 08:30:00	07/09/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/08/2020 14:30:00	07/08/2020 15:30:00	DAYBOOK	E8687	E8687 repairs complete returning from South Coast	1.00
07/09/2020 08:30:00	07/10/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/09/2020 10:30:00	07/09/2020 12:30:00	DAYBOOK	8601	New Pierce Model 34 arrived at South Coast. Vehicle test drive and preliminary inspection	2.00
07/10/2020 08:30:00	07/11/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/14/2020 08:30:00	07/15/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/14/2020 18:00:00	07/14/2020 22:00:00	DAYBOOK		Search & Rescue: Search & Rescue Lead Instructor: Roberson, Robert E	4.00
07/16/2020 08:30:00	07/17/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/16/2020 10:00:00	07/16/2020 12:30:00	DAYBOOK	8601	Meet with Jon Holmes at South Coast to inspect the new Pierce engine.	2.50
07/16/2020 15:00:00	07/16/2020 16:30:00	DAYBOOK	SMF 1	Bauer Compressor service and air quality testing	1.50
07/17/2020 08:30:00	07/18/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/17/2020 09:00:00	07/17/2020 09:15:00	DAYBOOK	SMF 1	Phone meeting with Undersheriff Voge, and Commander Donivan regarding temp housing unit.	0.25
07/17/2020 12:00:00	07/31/2020 13:00:00	DAYBOOK	SMF 1	Van Note fire sprinkler approval	337.00
07/20/2020 08:30:00	07/21/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/21/2020 18:00:00	07/21/2020 22:00:00	DAYBOOK		Firefighter Training: Live Fire Training Lead Instructor:	4.00
07/22/2020 08:30:00	07/23/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/22/2020 14:00:00	07/22/2020 14:30:00	DAYBOOK	8601	Inspection Nino tract 2777 lots 6, 7, 8, & 9. All require re-inspection.	0.50
07/23/2020 08:30:00	07/24/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/23/2020 09:00:00	07/24/2020 12:30:00	DAYBOOK	E8687	E8687 into South Coast for electrical issues.	27.50
07/24/2020 08:30:00	07/25/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/26/2020 08:30:00	07/27/2020 08:30:00	DAYBOOK	8601		24.00
07/27/2020 08:30:00	07/28/2020 08:30:00	DAYBOOK			24.00
07/27/2020 09:00:00	07/27/2020 10:30:00	DAYBOOK	8601	Tract 2774 lots 6,7,8,&9 Fire Final re-inspections	1.50
07/28/2020 08:30:00	07/29/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/29/2020 08:30:00	07/30/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/29/2020 10:00:00	07/29/2020 10:30:00	DAYBOOK	SMF 1	Final PNC Documentation signed and returned via email	0.50

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

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
07/30/2020 08:30:00	07/31/2020 08:30:00	DAYBOOK	SMF 1		24.00
07/31/2020 15:30:00	07/31/2020 18:00:00	DAYBOOK	SMF 1	Participated in the Farmers to Family's program	2.50
Total Hours for: Young, Scott P					861.25
Total of all Personnel Hours					861.25

20

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

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
JULY 23, 2020 REGULAR MEETING MINUTES
MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Sangster – 5:06 P.M.
- II. Pledge of Allegiance lead by Director Kalvans after the closed session.
- III. **Roll Call:** Directors Present: Sangster, Gregory, Palafox, and Kalvans (AK arrived at 6PM)
Directors Absent: Green
- IV. **Adoption of Regular Meeting Agenda:**
Interim General Manager Rob Roberson asked to have the Pledge of Allegiance after the closed session.
Motion by Director Kalvans
Seconded by Director Sangster; Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED
- V. **ADJOURN TO CLOSED SESSION:**
Closed Session convened at 5:07 P.M.
 - A. **CLOSED SESSION AGENDA:**
 1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation**
Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
 2. **PUBLIC EMPLOYMENT**
Title: Director of Utilities
Pursuant to Government Code Section 54954.5
 3. **PUBLIC EMPLOYMENT**
Title: Board Clerk/Account Clerk Manager
Pursuant to Government Code Section 54954.5
 4. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

- VI. Call to Order for Regular Board Meeting/Report out of Closed Session:** 6:49 P.M.
Report out of closed session by District General Counsel Dervin, Direction was given to staff on three items.
- VII. Public Comment and Communications for matters not on the Agenda:** None
- VIII. Special Presentations/Public Hearings/Other:** None
- IX. STAFF & COMMITTEE REPORTS:**
1. **San Luis Obispo County:** None
Public Comment: None
Board Comment: None
 2. **Camp Roberts:** None
Board Comment: None
Public Comment: None
 3. **Community Service Organizations: San Miguel Firefighters Association,** Report by Michelle Hido, Treasurer for the San Miguel Firefighters Association, introduced two puppets that have been donated to the SMFA for elementary school education. Mr. Hido informed the Board of Directors that the San Miguel Firefighters Association sold out their yearly Fireworks Booth Fundraiser. The Firefighters Association wanted to thank, San Miguel Garbage for the donation of the metal bin for safe disposal. Mrs. Hido explained that the SMFFA is now helping the San Miguel Community Church Fuente the Agua Viva with fruit box distribution on Friday's at the Fire Station and explained that last week they handed out over 400 boxes out to the community. The SMFA has adopted Mission Street for road clean up. Discussion ensued.
Board Comment: None
Public Comment: None
 4. **Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson updated the Board of the Director that the County is still under COVID-19 restrictions, and SMCSO is still distancing and office doors are closed. Due to the extent of the COVID-19 pandemic and Governor Newsom reinstating the closers of indoor establishments, the District will be extending Resolution 2020-12, cancelation of late fees, and shut-offs. Interim General Manager/ Fire Chief Rob Roberson explained to the Board of Directors that as of July 13th the new ACH payments have around one-hundred and eleven customers signed up, and sixteen customers are sixty-day past due. Interim General Manager/ Fire Chief Rob Roberson also explained that District Financials are on track and that the District Auditor will be at the District office on September 2nd thru the 4th for the FY 2019-2020 audit. Mr. Roberson reminded the public that the District has three Board of Directors seats up for election on November 3 and the nomination period is July 13th to August 7th, 2020. The Board was updated that the District has completed the CSDA survey in favor of Senate bill HR7073.
Board Comment: None
Public Comment: None
 5. **District General Counsel:** Presented by Counsel Dervin. ChurchwellWhite, LLC. Nothing to report at this time.
Board Comments: None

Public Comments: None

6. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely was present asked for any questions.

Board Comment: Director Kalvans asked when the Master Plan update for the water and sewer would be done? District Engineer Dr. Reely explained that he was trying for next month, but is trying to take the time for the detailed information that is needed.

Director Palafox asked about the DWR small community funding program. Dr. Reely explained that they have had discussions with DWR, and small community funding is under review at this time. Discussion ensued about the Wastewater Treatment facility and the hundred-year flood area.

Public Comment: None

7. **Director of Utilities:** Written report submitted as-is and the Director of Utilities asked for any questions.

Board Comment: Director Kalvans voiced that Paso Robles City is looking to drop out of IWMA. Director Kalvans asked if the Director of Utilities had any information. Discussion ensued about the CSD's representation with IWMA.

Director Kalvans asked if the Director of Utilities Kelly Dodds had seen the draft of the housing element report that San Luis Obispo County has released. Mr. Dodds explained that he has not seen the report. Director Kalvans voiced that the report states that San Miguel CSD has a water and sewer crisis and at the same time they say that a riverbed is a great place for 200 new homes. The District Engineer stated that the District was never asked for information for the housing element report. Discussion ensued.

Public Comments: None

8. **Fire Chief & Asst. Fire Chief:** Fire Chief Rob Roberson, and Assistant Chief Young submitted the report as written. Fire Chief Roberson explained that the Fire Department has been very busy in June and that Engine 8687 is back at Southcoast for repairs. Chief Roberson updated the Board of Directors that the new Engine is here and is being checked out and decals put on. Chief Roberson explained that they had a travel trailer fire on the terrace and would provide more information next month on that incident. Chief Roberson wanted to thank Camp Roberts for their continued response.

Board Comments: Director Kalvans asked if there will be a dedication and/or press release? Chief Roberson explained that it will be discussed.

Director Gregory asked if the incident on the terrace was a pull trailer? Chief Roberson explained that it was a trailer on a property and discussion ensued.

Director Palafox asked about all the smoke on Tuesday, and Chief Roberson explained that it was a San Miguel Fire Training at the District's Wastewater facility. Discussion ensued.

Public Comment: None

- X. **CONSENT ITEMS:** Director Sangster asked to discuss item number 1a.

1. **Review and Approve Board Meeting Minutes**

- a. 6-25-2020 Regular Board Meeting

Board Comment: Director Sangster voiced that page 21, #4 change from approved to improved. Page 29, #9 change chasey to chassis.

Public Comment: None

Motion by Director Sangster to approve Consent items 1.a as amended

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

2. Approve Resolution 2020-28 approving the Subrecipient Agreement for 2019 CDBG Grant Funds Between the County of San Luis Obispo and the San Miguel Community Services District in the amount of \$350,123.

Board Comment: Director Sangster voiced that amount on page 33 needed to be amended from \$250,123 to \$350,123.

Public Comment: None

Motion was reconsidered with voice vote as following: Kalvans/Sangster 4-0-1

Motion by Director Sangster to approve Consent items 2 as amended

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

3. Approve the Plans & Specifications for the Water Main Replacement Project and authorize the Director of Utilities to advertise for bids from qualified contractors to complete the construction phase of the project. Plans available on the District website. **Link:** [SMCSD 10th & 11Th Street Water Line Replacement & SMCSD water mainline improvement manual](#)
4. Assign negotiating authority for the purchase of property held by Union Pacific Railroad to General Manager Rob Roberson, District Engineer Dr. Blaine Reely, and Director of Utilities Kelly Dodds.

Motion to approve Consent items 3 and 4 by voiced consent vote: 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

XI. BOARD ACTION ITEMS:

1. **Review, Discuss, Receive, and File the Enumeration of Financial Report for June 2020.** Item was presented by Interim General Manager/ Fire Chief Rob Roberson and Financial Officer Paola Freeman was not present due to planned vacation. Interim General Manager/ Fire Chief Rob Roberson asked for any questions.

Board Comment: Director Sangster asked about page 109; Claims Detail Report; item 5888; Disbursement of Wastewater Funds. Director of Utilities Kelly Dodds explained that in the FY Budgets there were one-hundred-thousand dollars allocated for a Long-Term Maintenance Account for the treatment facility, to start the fund at Pacific Western Bank fifteen-thousand dollars was in the account to start. The eighty-five thousand dollars was transferred to the long-term maintenance account at Pacific Western Bank to make the one-hundred-thousand dollars for FY2019-20.

Director Kalvans voiced that he would like to look at the Statement of Revenues Vs. Actuals, on page 123, WWTF, estimated revenue DWR grant for the planning of the

WWTF. Director of Utilities Kelly Dodds explained that the District has not received that money yet, as planned, and should receive in this fiscal year.

Public Comment: None

Motion by Director Sangster to Receive and File the Enumeration of Financial Report for June 2020.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

2. **Authorize the General Manager to enter into an agreement for Accounting Services with Coblenz-Biehle & Cramer.** Item was presented by Interim General Manager/ Fire Chief Rob explained that this would be a service to assist the District in the annual audit, and would also assist in quarterly reviews and payroll tax. Mr. Roberson explained that the District received one proposal out of the fifteen that were sent out. Coblenz-Biehle & Cramer proposal met all the requirements and asked that the Board of Directors approve the General Manager to enter into an agreement with them.

Board Comment: Director Palafox asked if the District had a previous agreement with Coblenz-Biehle & Cramer. Interim General Manager/Fire Chief Rob Roberson explained that the District has not had an agreement with them and that is why the RFP went out, the cost exceeded the purchasing policy guidelines. Interim General Manager/Fire Chief Rob Roberson explained that they helped with payroll taxes and then the Board of Directors asked that the purchasing policy be followed. This formalizes the work that they are doing for the District, with a yearly amount of seven-thousand five-hundred dollars.

Director Sangster explained that he would like the proposal to be “not to exceed”. Mr. Sangster asked for clarification on the hourly cost; Cramer’s’ proposal states \$150 to \$450 an hour and when the cost would be at the \$450 an hour. Interim General Manager/Fire Chief Rob Roberson explained that anything out of the scope of work hours but explained that in the agreement it would need to be brought back for approval. Director Sangster explained that it will be an agreement of a not to exceed of \$7500.00 with 50 hours annually. Board Clerk voiced the hour breakdown from the RFP, of a total of 50 hours. Director Sangster voiced that in the past, the District has spent much more than what is being proposed with Coblenz-Biehle & Cramer over the past year, and feel that it is necessary to know if it goes over the proposed 50 hours at \$150.00 an hour; what will the District be charged an hour. Interim General Manager/Fire Chief Rob Roberson explained that there will be no additional hours other than what is being proposed. Mr. Roberson explained to the Board of Directors that the District has used Cramer more in the past because of the tax issues that were being fixed and feels that we will not need to have as much work done, and feels that staff should not go over the allotted time.

Public Comment: None

Motion by Director Sangster to Authorize the General Manager to enter into an agreement for Accounting Services with Coblenz-Biehle & Cramer, with a not to exceed of \$7,500 annually and anything over that will have to be brought to the Board of Directors for approval.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 3. Authorize the General Manager to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries.** Item presented by Interim General Manager/ Fire Chief Rob Roberson explaining to the Board of Directors that the term of this agreement at first was for 15-years with 3 one-year extensions if necessary. After reviewing the current market and the District adopting a new Solid Waste Ordinance in June of 2020, San Miguel Garbage requested a change to the agreement with a term to be 15-years with a one-time 5-year extension. Discussion ensued. Interim General Manager/ Fire Chief Rob Roberson explained that the District just passed a Solid Waste Ordinance and that San Miguel Garbage will be the only franchise that will be authorized to implement the ordinance for the term of the agreement.

Board Comments: Director Kalvans asked Aron Kardashian from San Miguel Garbage if they had time to review the agreement and he would like the agreement to have wording that the Mission Street Garbage cans will be collected by San Miguel Garbage. Mr. Kardashian voiced that they did have input in this agreement and doesn't see any changes needed. Discussion ensued about new developments and trash service.

Director Sangster asked about the provision of trash cans within six-months. Discussion ensued. Mr. Kardashian from San Miguel Garbage explained that if there was a transfer of franchise after the 15-years, the new franchise would have up to six- months to return the trash can back to San Miguel Garbage.

Director Sangster asked who wrote this document? Mr. Kardashian and Interim General Manager/ Fire Chief Rob Roberson explained that it was back and forth with District General Counsel involved for the final document.

Director Kalvans voiced that he was thankful for the commitment of San Miguel Garbage has shown to the community.

Director Gregory asked if there is debris within the San Miguel boundaries is it the obligation of the San Luis Obispo County or San Miguel Garbage to dispose of the waste? Mr. Kardashian explained that the County has the obligation, but San Miguel Garbage does do clean-up days with San Miguel community. Discussion ensued about how the District works with San Miguel Garbage to remove debris within the District.

Public Comment: None

Motion by Director Sangster to Authorize the General Manager to enter into a franchise agreement with San Miguel Garbage to provide Solid Waste and Recycling services within the District boundaries

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT and 0 ABSTAINED.

- 4. Continued discussion on the Fire Department Temporary Housing unit.** Item was presented by Assistant Fire Chief/Fire Prevention Officer Scott Young updating the Board of Directors that he is still moving forward and he has talked with the SLO County Sherriff Department; Undersheriff Voge and Commander Donovan and they are respective to the

idea of having a beat station in San Miguel. Assistant Fire Chief/Fire Prevention Officer Scott Young explained that at this time discussion would need to be with the SLO County supervisors for funds if available. Discussion ensued about the property South of the Fire Station and the property owners are willing to lease the property.

Board Comment: Director Sangster asked of the funding question was proposed to Supervisor Peschong? Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that the funding question was not asked directly to Supervisor Puchong's office, the direction from the supervisor's office was to directly contact the Sheriff Department.

Director Gregory asked what the size of the modular unit would be? Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that he is looking at a 40x23.5 at around 600sqft.

Director Palafox asked where the modular would be located? Assistant Fire Chief/Fire Prevention Officer Scott Young voiced that it would be on the just south of the property line, east would provide parking.

Director Kalvans asked if he was correct that the unit would be temporary and remodel to the current fire station. Assistant Fire Chief/Fire Prevention Officer Scott explained that he was correct, and informed that the Sherriff Department has been informed of the long-term plan.

Public Comment: None

Consensus of the Board of Directors is to have staff look at a bigger unit for San Miguel Fire Department sleeping quarters and Sherriff/ CHP office.

5. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project.** Item presented by Director of Utilities Kelly Dodds updating the Board of Directors that in *June* the plant averaged *153,501 gallons per day* (77% of hydraulic design capacity) with a *max day of 173,736 gallons* (87% of hydraulic design capacity). Director of Utilities Kelly Dodds explained that June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design. In June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration. Discussion ensued about District Master Plan. On June 18, 2020, The Central Coast Regional Water Quality Control Board release its DRAFT General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The DE has participated in four virtual meetings to discuss this DRAFT order with the Waterboard staff and other dischargers that will be subject to this order when it is finalized. Director of Utilities Kelly Dodds explained that he is in contact with the Railroad regarding the two parcels near the treatment facility. Discussion ensued about the reconfiguring the WWTF due to the hundred-year flood plain issue, should have more of an update next month.

Board Comment: Director Sangster asked if acquiring the property would change the layout of the treatment facility? Director of Utilities Kelly Dodds explained that all the critical components to the higher level or protect it somehow, because of the hundred-year flood plain. Director of Utilities Kelly Dodds explained that it is essential to the treatment facility to purchase the Railroad property.

Director Kalvans asked about expanding the facility in the future and what would be the max build-out? Director of Utilities Kelly Dodds explained that with the Master Plan they have identified all the buildable lots within the District and outside the District that San Miguel would serve. The total build-out is what the plant will be designed for the maximum density. Mr. Dodds explained that it will be a process and that they might see a building that has empty spaces but need to understand that it is being built for the future and a plant build-out design. Director Kalvans asked what the build-out population would be? Director of Utilities Kelly Dodds explained that it is around six to twelve thousand but voiced that it was only an estimate.

Director Gregory asked if that was based on the current CSD boundaries? Director of Utilities Kelly Dodds explained that for planning purposes they are looking at it in three different ways, low, medium, and high likelihood. Discussion ensued about phases and proposed developments within San Miguel.

Director Gregory asked if purchasing the proposed railroad property would eliminate having to put in a retaining wall? Director of Utilities Kelly Dodds explained that the cost of having a retaining wall around the treatment facility is not cost-effective. Discussion ensued about the elevation of the current property and what is being considered on each level.

Director Sangster asked if the idea is still an MBR plant? Utilities Kelly Dodds explained that he is correct that it is still the best investment for the District for the future of the WWTF and has a much smaller footprint. Discussion ensued.

Director Kalvans asked if an MBR is still more cost-effective than a complete digester? Utilities Kelly Dodds explained that, yes and it has the smaller imprint and that he is looking at that it will be here for thirty to fifty years; at least and what is going to be the best for the district in the long scope to operate and maintain.

Director Gregory asked about the current housing projects and how the plant is at 72% and if the proposed project is built would that bring the plant too or over capacity? Discussion ensued about the different developments and how they would affect the treatment facility, and if there would be a moratorium? Utilities Kelly Dodds explained that if the District would be able to start construction next fall, he estimates that the plant would be at about 90% capacity and explained that it would be the State of California that would put a moratorium on the build-out, and that would be before the capacity of the plant. Discussion ensued about the county and state requirements for capacity.

Director Kalvans asked if the District has had any interest in land development on the terrace or just the air-strip property. Director of Utilities Kelly Dodds explained that at this time, the only development being discussed over the bridge is the air-strip property. Discussion ensued about development on the terrace, and what that would look like.

Public Comment: Owen Davis San Miguel Resident explained that people that own larger parcels of land would just split the land and put in a well of their own. Utilities Kelly Dodds explained that within the District boundaries it is not allowed to have a private water company, because of how close they are to the District water service. Discussion ensued about the difference between multi houses development and/or single houses.

Board Comment: Director Gregory asked if we provide water or sewer services to Gallo (Courtside Cellars)? Director of Utilities Kelly Dodds explained that the District does not provide water or sewer services and that the property was under construction at the time of the formation of the SMCS. The District does provide Fire service to them. Discussion

ensued. Director of Utilities Kelly Dodds explained that to get water or sewer service from the District you would have to be within the District boundaries.

Director Gregory asked if the San Miguel Terrace properties were required to hook-up to the District water or sewer? Director of Utilities Kelly Dodds explained that if the District was to take sewer across to the terrace, our District policy would require them to connect. The reality of it is that the District would not be able to require one-hundred houses to connect. Discussion ensued about if the sewer line was taken across the bridge, what would happen. Director of Utilities Kelly Dodds informed the Board that there has been discussion if CBDG/HUD grant monies could be used to help hook-up the residence on the terrace to the sewer system, and feels that it would be a good candidate for the funds.

Public Comment: Owen Davis San Miguel asked why the people on the terrace would want to hook-up to the District sewer system and voiced that they are fine how they are. Mr. Davis voiced that he feels that the District just wants to charge the terrace more money. Director of Utilities Kelly Dodds explained that the District is not pursuing; due to the cost of taking the sewer over to the terrace. Mr. Dodds explained that the only way sewer lines are going to go across the bridge is if there is a development that requires, they be hook-up to the sewer system. Discussion ensued about the air-strip property development.

Mr. Davis asked if the air-strip property was within the District boundaries? Director Kalvans explained that the air-strip property across the bridge is within the District boundaries, and the San Luis Obispo County has zoned it specifically for housing.

Board Comment: Director Palafox asked that the Director of Utilities Report have dates like the 10th & 11th Street project for the WWTF project. He explained that it helps keep track of what is going on, by a timeline. Director of Utilities Kelly Dodds voiced that he would work on it.

Public Comment: None

Informational item only

XII. BOARD COMMENT: Director Kalvans voiced that the San Miguel Resource Connection has been disbanded and asked if the District could put out a District Newsletter? Discussion ensued. Director Kalvans wanted to bring up that the City of Paso is going to try and add sales tax with it increasing to 8.75%. Director Kalvans voiced that he would like to request a closed session item in the future to discuss "Trade Secrets".

Director Gregory voiced that the November ballot will have Prop15 that will directly affect this District, some properties will be affected. Director Kalvans voiced that it reads "commercial properties over 3 million dollars would be reassessed to current market value". Discussion ensued about taxes.

XIII. ADJOURNMENT TO NEXT MEETING: Adjournment at Approximately 8:40 P.M.



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: X-2

SUBJECT: Approval of **Resolution No. 2020-31** approving a rate increase from \$5.01 per HCF to \$5.22 per HCF for construction hydrant meter usage to be effective September 16th, 2020

RECOMMENDATION: Approve **Resolution No. 2020-31** approving a rate increase for construction hydrant meters to be effective September 16th, 2020

Like many other public agencies, the District sometimes “rents out” the District’s fire hydrants to contractors for nearby construction projects. The District’s current rates are \$100 month for the hydrant meter rental (not prorated) and \$5.01 for each hundred cubic feet (HCF) of water used. Based on the amount of time associated with each hydrant rental and taking into consideration the District’s operations and maintenance costs, District staff estimates that the current rental and usage rates for its hydrant rentals are insufficient to cover the District’s actual costs.

The proposed rental rate of \$100.00 (not prorated) and usage charges of \$5.22 per hundred cubic foot (HCF) covers District staff time to process the rental paperwork for each month, its costs to install and remove the meter, and the District’s costs associated with providing such water. The \$750 deposit is to secure any potential damage to the meter by the contractor or nonpayment of the District’s fees.

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

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

FISCAL IMPACT

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

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: Resolution 2020-31



RESOLUTION NO. 2020-31

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Miguel Community Services District ("District") hereby amends the District's fees and charges for the use of District water hydrants as set forth in Exhibit "A" attached hereto and incorporated herein by this reference. Effective September 16th, 2020.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 27th day of August 2020

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel

Exhibit A**San Miguel Community Services District Water Hydrant Usage Fee and Charges****(Effective September 16th, 2020)**

1. A hydrant meter deposit of \$750 will be required by the applicant. The deposit, less the rental and usage fees, is refundable if no damage to the meter occurred while in the possession of the applicant.
2. A monthly rental fee of the hydrant meter of \$100 will be required. This is a non-refundable fee and is a 1 month minimum that is not prorated.
3. The actual metered water use will be billed at \$5.22 per hundred cubic foot.



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: X-3

SUBJECT: Acceptance of the 2020 Sanitary Sewer Management Plan (SSMP) audit as prepared by Monsoon Consultants.

RECOMMENDATION: Accept the 2020 Sanitary Sewer Management Plan (SSMP) audit as prepared by Monsoon Consultants.

In 2006, by State order, the District began the preparation of a Sanitary Sewer Management Plan (SSMP). The SSMP was completed in 3 phases, with the final document approved in 2010 and submitted to the State.

An audit of the SSMP is required every two years to ensure that the District is complying with the SSMP and that it is still effective. On an, as needed basis, the District updates the variable information such as names and contact numbers.

Monsoon Consultants was requested to perform the 2020 audit of the SSMP which is was completed July 31st, 2020. The audit found that the District was in compliance with the majority of the monitored areas, and in substantial compliance with a few areas in which the District needs to implement formal operator training in the areas of overflow response and monitoring.

Staff will continue to maintain compliance with the SSMP and work toward developing the formal training programs identified by the 2020 SSMP audit.

FISCAL IMPACT

There is no additional cost to the District to accept this audit report.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachment: Sanitary Sewer Management Plan available for review at the District office, or on the District website at this link: [SSMP 8-2020 Report](http://sanmiguelcsd.org/Wastewater-SSMP) (sanmiguelcsd.org- Wastewater-SSMP)



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

August 27, 2020

AGENDA ITEM: XI - 1

SUBJECT: Financial Report for July 2020

RECOMMENDATION: Review and File the Enumeration for Financial Reports for July 2020

July 2020 Payroll Expense: CSD Payroll \$87,074.30/ Fire Stipend \$6,410.79

July 2020 Income: \$309,886.00

July 2020 Expenses: \$221,228.03

1. SDRMA \$82,086.36 Property Liability and Workers Comp
2. CalPers \$18,372.00 Unfunded Accrued Liabilities~
3. Trailer Barn \$8,977.28 New Trailer (Resolution 2020-23)
4. US Bank \$5,014.91 Credit Card
5. Container Stop \$3,950.00
6. RS Communications \$3,360.14
7. Fire Chiefs Associations of SLO \$2,325.00 Membership
8. San Miguel Community Services \$1,568.63 Landscape Irrigation Mission Street
9. Local IT \$1,157.00
10. PGE \$1,085.83

Recommendation: Review and File the Enumeration for the Financial Reports for July 2020. This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman,
Financial Officer

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 1 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5963	18465S	622 BALDWIN ELECTRIC SERVICE	200.00					
Well #4								
1	220	07/19/20 Well #4 Motor Saver	200.00			50 65000	353	10200
Total for Vendor:			200.00					
5961	18466S	596 BAUER COMPRESSORS Inc.	796.41					
Breathing Air Equipment Service								
1	0000269289	07/20/20 Breathing Air Equipment Se	796.41			20 62000	351	10200
Total for Vendor:			796.41					
5966	-99564E	416 CALPERS	13,857.00					
Annual Unfunded Accrued Liability Actuarial Valuation for 4680 Classic Plan								
1	16090382	07/01/20 Annual Unfunded Accrued Liab	692.85			30 63000	225	10200
2	16090382	07/01/20 Annual Unfunded Accrued Liab	6,235.65			40 64000	225	10200
3	16090382	07/01/20 Annual Unfunded Accrued Liab	6,235.65			50 65000	225	10200
4	16090382	07/01/20 Annual Unfunded Accrued Liab	692.85			60 66000	225	10200
5967	-99573E	416 CALPERS	4,515.00					
Annual Unfunded Accrued Liability Actuarial Valuation for 26019 Pepra Plan								
1	16090390	07/01/20 Annual Unfunded Accrued Liab	1,038.45			20 62000	225	10200
2	16090390	07/01/20 Annual Unfunded Accrued Liab	90.30			30 63000	225	10200
3	16090390	07/01/20 Annual Unfunded Accrued Liab	1,580.25			40 64000	225	10200
4	16090390	07/01/20 Annual Unfunded Accrued Liab	1,715.70			50 65000	225	10200
5	16090390	07/01/20 Annual Unfunded Accrued Liab	90.30			60 66000	225	10200
Total for Vendor:			18,372.00					
5960	18467S	67 CHARTER COMMUNICATIONS	314.94					
Acct# 8245-10-105-0027311								
Spectrum Business Internet/Voice								
Service 07/11/20 ~ 8/10/20								
1	27311-0511	07/11/20 Internet/Voice	94.48			20 62000	375	10200
2	27311-0511	07/11/20 Internet/Voice	110.23			40 64000	375	10200
3	27311-0511	07/11/20 Internet/Voice	110.23			50 65000	375	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 2 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5968	18483S	67 CHARTER COMMUNICATIONS	134.97					
Acct# 8245101050040553								
1765 Bonita Treatment Plant								
Service from 7/18/2020 ~ 8/17/2020								
1	06-18-2020	07/18/20 Internet/Voice	134.97			40 64000	375	10200
Total for Vendor:			449.91					
5958	18468S	999999 COAST PIPE	470.83					
WWTF ~ Fence								
Gate Post, Used Pipe								
1	66761	07/22/20 Coast Pipe~Gate Post,Used Pipe	470.83			40 64000	582	10200
Total for Vendor:			470.83					
5930	18453S	999999 CONTAINER STOP	3,950.00					
1	M572496	07/09/20 Container ~ Machado WWTP	1,975.00			40 64000	582	10200
2	M572496	07/09/20 Container ~ Machado WWTP	1,975.00*			50 65000	582	10200
Total for Vendor:			3,950.00					
5929	18454S	584 CORE & MAIN LP	86.87					
1	M572496	07/01/20 DMMR Battery Valve	86.87			50 65000	525	10200
Total for Vendor:			86.87					
5938	18469S	112 FGL - ENVIRONMENTAL ANALYTICAL	280.00					
#8000653								
1	082089A	07/13/20 Metals	280.00			50 65000	359	10200
5970	18485S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	082159A	07/22/20 Metals	67.00			50 65000	358	10200
5971	18485S	112 FGL - ENVIRONMENTAL ANALYTICAL	70.00					
#8000654								
1	082160A	07/22/20 Metals~ Wet Chemisrty	70.00			40 64000	355	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5972 #8000654	18485S 112	FGL - ENVIRONMENTAL ANALYTICAL	162.00					
1	082161A	07/22/20 Metals~ Wet Chemisrty	162.00			40 64000	355	10200
5973 #8000654	18485S 112	FGL - ENVIRONMENTAL ANALYTICAL	205.00					
1	082162A	07/22/20 Metals~ Wet Chemisrty	205.00			40 64000	355	10200
5974 #8000653	18485S 112	FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	082293A	07/24/20 Metals	67.00			50 65000	358	10200
		Total for Vendor:	851.00					
5947 2020/2021	18470S 114	FIRE CHIEFS ASSOC OF SLO COUNTY	275.00					
1	2020-42	07/13/20 2020/2021 CISM Fee	275.00			20 62000	385	10200
5948 2020/2021	18470S 114	FIRE CHIEFS ASSOC OF SLO COUNTY	2,000.00					
1	2020-43	07/13/20 2020/2021 Haz Mat Fee	2,000.00			20 62000	385	10200
5949 2020/2021	18470S 114	FIRE CHIEFS ASSOC OF SLO COUNTY	50.00					
1	2020-44	07/13/20 2020/2021 Membership Fee	50.00			20 62000	385	10200
		Total for Vendor:	2,325.00					
5939 Acct #805-467-2015-051216-5	18471S 308	FRONTIER COMMUNICATIONS	62.97					
		Service from 7/01/20 ~ 7/31/20						
SCADA								
1	July 2020	07/01/20 Alarm/SCADA	31.49			40 64000	310	10200
2	July 2020	07/01/20 Alarm/SCADA	31.48			50 65000	310	10200

08/20/20⁴⁰
 14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Claim Details
 For the Accounting Period: 7/20

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5976	18486S	308 FRONTIER COMMUNICATIONS	60.33					
Acct #805-467-2818 010412-5								
Service from 07/22/20 ~08/21/20								
1150 Mission Street								
1	July~2020	07/22/20 Building Alarm	20.11			40 64000	310	10200
2	July~2020	07/22/20 Building Alarm	20.11			50 65000	310	10200
3	July~2020	07/22/20 Building Alarm	20.11			20 62000	310	10200
Total for Vendor:			123.30					
5921	18456S	125 GREAT WESTERN ALARM	32.00					
GW-661								
Service Period: 7/01/20 ~ 7/30/20								
1	200600545	07/01/20 Alarm Monitoring	16.00			40 64000	380	10200
2	200600545	07/01/20 Alarm Monitoring	16.00			50 65000	380	10200
5922	18456S	125 GREAT WESTERN ALARM	75.60					
A0702								
Service Period: 7/01/20 ~ 7/30/20								
1	200602242	07/01/20 Answering Service	37.80			40 64000	380	10200
2	200502242	07/01/20 Answering Service	37.80			50 65000	380	10200
5977	18487S	125 GREAT WESTERN ALARM	32.00					
GW-661								
Service Period: 8/01/20 ~ 8/31/20								
1	200700545	08/01/20 Alarm Monitoring	16.00			40 64000	380	10200
2	200700545	08/01/20 Alarm Monitoring	16.00			50 65000	380	10200
5978	18487S	125 GREAT WESTERN ALARM	75.60					
A0702								
Service Period: 8/01/20 ~ 8/31/20								
1	200702242	08/01/20 Answering Service	37.80			40 64000	380	10200
2	200702242	08/01/20 Answering Service	37.80			50 65000	380	10200
Total for Vendor:			215.20					

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5982	18488S	656 HEIMAN FIRE EQUIPMENT	938.37					
		Customer # 0024698						
1	0890500	07/23/20 Bracket,Flair Container, GoLi	938.37*			20 62000	460	10200
		Total for Vendor:	938.37					
5946	18472S	999999 INTERNATIONAL CODE COUNCIL, INC	145.00					
		Membership for Code Books member#9300267						
1	3279495	07/10/20 Membership for Code Books	145.00			20 62000	385	10200
		Total for Vendor:	145.00					
5928	18457S	510 LOCAL IT EXPERTS	1,157.00					
		June 2020 Service						
1	250	07/09/20 IT Service~ July 2020	250.00			20 62000	334	10200
2	250	07/09/20 IT Service~ July 2020	26.70			30 63000	334	10200
3	250	07/09/20 IT Service~ July 2020	284.00			40 64000	334	10200
4	250	07/09/20 IT Service~ July 2020	302.60			50 65000	334	10200
5	250	07/09/20 IT Service~ July 2020	26.70			60 66000	334	10200
6	250	07/09/20 Proj New Scanner New Ubiquity	133.50			20 62000	350	10200
7	250	07/09/20 Proj New Scanner New Ubiquity	66.75			40 64000	350	10200
8	250	07/09/20 Proj New Scanner New Ubiquity	66.75			50 65000	350	10200
		Total for Vendor:	1,157.00					
5965	18473S	606 MICHAEL SOBOTKA	156.18					
		M Sobotka ~ Boots						
1	071720	07/21/20 M Sobotka ~ Boots	78.09			40 64000	495	10200
2	071720	07/21/20 M Sobotka ~ Boots	78.09			50 65000	495	10200
		Total for Vendor:	156.18					
5940	18474S	646 MISSION UNIFORM SUPPLY	45.56					
		Uniforms; Dodds, Sobotka, Pittman, VanBrun						
1	512807858	07/08/20 Employee Uniforms	0.91			30 63000	495	10200
2	512807858	07/08/20 Employee Uniforms	21.87			40 64000	495	10200
3	512807858	07/08/20 Employee Uniforms	21.87			50 65000	495	10200
4	512807858	07/08/20 Employee Uniforms	0.91			60 66000	495	10200

08/20/2014
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 6 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5941	18474S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512849248	07/15/20 Employee Uniforms	0.91			30 63000	495	10200
2	512849248	07/15/20 Employee Uniforms	21.87			40 64000	495	10200
3	512849248	07/15/20 Employee Uniforms	21.87			50 65000	495	10200
4	512849248	07/15/20 Employee Uniforms	0.91			60 66000	495	10200
5959	18474S	646 MISSION UNIFORM SUPPLY	45.56					
Uniforms; Dodds, Sobotka, Pittman, VanBrunt								
1	512894827	07/22/20 Employee Uniforms	0.91			30 63000	495	10200
2	512894827	07/22/20 Employee Uniforms	21.87			40 64000	495	10200
3	512894827	07/22/20 Employee Uniforms	21.87			50 65000	495	10200
4	512894827	07/22/20 Employee Uniforms	0.91			60 66000	495	10200
Total for Vendor:			136.68					
5950	18475S	17 N REX AWALT CORPORATION	7.85					
3/4 90` Street ELL Slip/Thread								
2	19376	07/16/20 3/4 90` Street ELL Slip/Thread	7.85			50 65000	353	10200
5975	18489S	17 N REX AWALT CORPORATION	16.78					
1	19386	07/29/20 Adapters	16.78			50 65000	353	10200
Total for Vendor:			24.63					
5942	18476S	636 OFFICE1	77.45					
Maintenance Contract #CBM6913-02								
Samsung/X4250LX								
Acct No. 013014								
1	AR570162	07/07/20 Maint Contract 7/4/20~8/3/20	23.23			20 62000	334	10200
2	AR570162	07/07/20 Maint Contract 7/4/20~8/3/20	27.11			40 64000	334	10200
3	AR570162	07/07/20 Maint Contract 7/4/19~8/3/20	27.11			50 65000	334	10200
Total for Vendor:			77.45					
5980	18490S	208 PG&E #6480-8	1,085.83					
Acct #8565976480-8								
1	0620~0720	07/16/20 12th & K 8565976725	8.92*			30 63000	381	10200
2	0620~0720	07/16/20 Tract 2710 - 8562053214	69.36*			30 63000	381	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 7 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3	0620~0720	07/16/20 Tract 2710 - 8564394360	30.19*			30 63000	381	10200
4	0620~0720	07/16/20 Tract 2710 - 8560673934	75.47*			30 63000	381	10200
5	0620~0720	07/16/20 Mission Heights - 856597648	164.40*			30 63000	381	10200
6	0620~0720	07/16/20 Tract 2605 - 8565976109	35.23*			30 63000	381	10200
7	0620~0720	07/16/20 9898 River Rd. - 8565976002	327.44*			30 63000	381	10200
8	0620~0720	07/16/20 9898 River Rd. - 8565976004	42.20*			30 63000	381	10200
9	0620~0720	07/16/20 9898 River Rd. - 8565976008	199.29*			30 63000	381	10200
10	0620~0720	07/16/20 9898 River Rd. - 8565976014	67.12*			30 63000	381	10200
11	0620~0720	07/16/20 9898 River Rd. - 8565976481	47.03*			30 63000	381	10200
12	0620~0720	07/16/20 9898 River Rd. - 8565976483	19.18*			30 63000	381	10200
		Total for Vendor:	1,085.83					
5933	18459S	655 RHYTHM DESIGN	512.95					
1	7874	07/09/20 FlexFit Wooley Hats, Beanies	512.95			20 62000	495	10200
		Total for Vendor:	512.95					
5964	18477S	226 ROBERSON, ROB	225.00					
		Drip Torch Box						
1	071920	07/19/20 Drip Torch Box	225.00			20 62000	225	10200
		Total for Vendor:	225.00					
5979	18491S	600 RS COMMUNICATIONS CONSULTANTS	3,360.14					
1	SM71320	07/13/20 Radio, Microphone, Cables, Mount	3,360.14*			20 62000	460	10200
		Total for Vendor:	3,360.14					
5955	18478S	481 SAN MIGUEL COMMUNITY SERVICES	1,352.63					
		1203 Mission Irrigation Meter						
		Acct#20547-00						
179	Units							
1	07-15-2020	07/15/20 1203 Mission Irrigation Me	1,352.63*			30 63000	384	10200
5956	18478S	481 SAN MIGUEL COMMUNITY SERVICES	167.90					
		1199 Mission Irrigation Meter						
		Acct#27476-00						
Units	20							
1	07-15-2020	07/15/20 1199 Mission Irrigation Me	167.90*			30 63000	384	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 8 of 12
Report ID: AP100V

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

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5957	18478S	481 SAN MIGUEL COMMUNITY SERVICES 942 Soka Way Acct#20840-00	48.10					
1	07-15-2020	07/15/20 942 Soka Way	48.10*			40 64000	384	10200
		Total for Vendor:	1,568.63					
5923	18460S	238 SAN MIGUEL GARBAGE Account # 318694 Service 7/01/20 ~ 7/31/20	103.98					
1	7- 2020	07/01/20 Trash Disposal	51.99			40 64000	383	10200
2	7- 2020	07/01/20 Trash Disposal	51.99			50 65000	383	10200
		Total for Vendor:	103.98					
5915	18449S	247 SDRMA Property/Liability Package Program, annual invoice 2020-21	54,055.24					
1	68180	05/12/20 Property/Liability	21,857.41*			20 62000	328	10200
2	68180	05/12/20 Property/Liability	850.06*			30 63000	328	10200
3	68180	05/12/20 Property/Liability	11,823.31			40 64000	328	10200
4	68180	05/12/20 Property/Liability	18,891.58			50 65000	328	10200
5	68180	05/12/20 Property/Liability	632.88*			60 66000	328	10200
5916	18449S	247 SDRMA Workers' Compensation 2020-21 Member #: 5142	28,031.12					
1	68635	05/12/20 Workers Comp	10,435.74*			20 62000	120	10200
3	68635	05/12/20 Workers Comp	364.64*			30 63000	120	10200
4	68635	05/12/20 Workers Comp	7,874.01			40 64000	120	10200
6	68635	05/12/20 Workers Comp	8,992.09*			50 65000	120	10200
7	68635	05/12/20 Workers Comp	364.64*			60 66000	120	10200
		Total for Vendor:	82,086.36					
5962	18479S	589 SOUTH COAST EMERGENCY VEHICLE PTO Throttle	463.86					
1	499847	07/22/20 Truck #8687	463.86			20 62000	354	10200
		Total for Vendor:	463.86					

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 9 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5983	18492S	460 STATE WATER RESOURCES CONTROL	120.00					
		WasteWater Treatment Plant Operators for Dustin Pittman						
1	pittman	07/30/20 Certification D Pittman	120.00			40 64000	715	10200
		Total for Vendor:	120.00					
5931	18462S	534 STREAMLINE	200.00					
		Web Page Hosting						
		Service for July 2020						
1	105986	07/10/20 Web Page Monthly Fee July	46.00			20 62000	376	10200
2	105986	07/10/20 Web Page Monthly Fee July	4.00			30 63000	376	10200
3	105986	07/10/20 Web Page Monthly Fee July	70.00			40 64000	376	10200
4	105986	07/10/20 Web Page Monthly Fee July	76.00			50 65000	376	10200
5	105986	07/10/20 Web Page Monthly Fee July	4.00			60 66000	376	10200
		Total for Vendor:	200.00					
5876	18480S	280 TEMPLETON UNIFORMS	150.00					
		Boots R Childers						
1	130456	07/11/20 Boots	150.00			20 62000	495	10200
5954	18480S	280 TEMPLETON UNIFORMS	150.00					
		Boots C Childers						
1	130457	07/11/20 Boots	150.00			20 62000	495	10200
5981	18493S	280 TEMPLETON UNIFORMS	242.41					
		Pants Beatty						
1	130682	07/22/20 Pants for B Beatty	242.41			20 62000	495	10200
		Total for Vendor:	542.41					
5943	18481S	291 TRAILER BARN, INC.	8,958.00					
		New 2019 PJ Trailer Resolution 2020-23						
1	10186	06/23/20 2019 New PJ Trailer	2,239.50			30 63000	500	10200
2	10186	06/23/20 2019 New PJ Trailer	2,239.50			40 64000	500	10200
3	10186	06/23/20 2019 New PJ Trailer	2,239.50			50 65000	500	10200
4	10186	06/23/20 2019 New PJ Trailer	2,239.50			60 66000	500	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

Page: 10 of 12
Report ID: AP100V

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5944	18481S	291 TRAILER BARN, INC.	19.28					
1	12316	07/13/20 7 Way RV adapter	9.64			40 64000	305	10200
2	12316	07/13/20 7 Way RV adapter	9.64			50 65000	305	10200
Total for Vendor:			8,977.28					
5984	18494S	301 US BANK	5,014.91					
1	07/22/20	Dos Hermanos Fire Line Meals	100.00			20 62000	335	10200
2	07/22/20	Zoom ~ Adobe	10.35			20 62000	305	10200
3	07/22/20	Zoom ~ Adobe	0.90			30 63000	305	10200
4	07/22/20	Zoom ~ Adobe	15.75			40 64000	305	10200
5	07/22/20	Zoom ~ Adobe	17.10			50 65000	305	10200
6	07/22/20	Zoom ~ Adobe	0.90			60 66000	305	10200
7	07/22/20	Lowe's, Garage Kit, joiners,	217.63			20 62000	305	10200
8	07/22/20	Tractor Supply, Light Bar	161.61*			20 62000	460	10200
9	07/22/20	Postage	13.06			20 62000	315	10200
10	07/22/20	Postage	1.02*			30 63000	315	10200
11	07/22/20	Postage	19.88			40 64000	315	10200
12	07/22/20	Postage	21.58			50 65000	315	10200
13	07/22/20	Postage	1.02			60 66000	315	10200
14	07/22/20	Staples,	181.55			40 64000	305	10200
15	07/22/20	Staples,	181.55			50 65000	305	10200
16	07/22/20	Cal AG	190.58			50 65000	353	10200
17	07/22/20	Amazon, Stenner pump	183.18			50 65000	351	10200
18	07/22/20	Amazon, cable, post it notes	7.53			20 62000	315	10200
19	07/22/20	Amazon, cable, post it notes	0.65*			30 63000	315	10200
20	07/22/20	Amazon, cable, post it notes	11.45			40 64000	315	10200
21	07/22/20	Amazon, cable, post it notes	12.43			50 65000	315	10200
22	07/22/20	Amazon, cable, post it notes	0.65			60 66000	315	10200
23	07/22/20	OReilly Auto Parts	21.63			40 64000	354	10200
24	07/22/20	OReilly Auto Parts	21.63			50 65000	354	10200
25	07/22/20	Amazon Face Mask, Cleaning Brush	75.36			40 64000	348	10200
26	07/22/20	Amazon Face Mask	75.36			50 65000	348	10200
27	07/22/20	Lowe's, Chip Brush, roller	71.07			50 65000	353	10200
28	07/22/20	Amazon, Face mask carbon	27.67			20 62000	450	10200
29	07/22/20	Amazon, Face mask carbon	27.68			40 64000	348	10200
30	07/22/20	Amazon, Face mask carbon	27.68			50 65000	348	10200

08/20/20
14:54:04

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 7/20

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

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
31	07/22/20	Amazon no parking signs (7)	115.43			50 65000	353	10200
32	07/22/20	Backflow Parts, irrigation	124.32			30 63000	353	10200
33	07/22/20	Router, No Trespassing Sign	115.15			50 65000	475	10200
35	07/22/20	Battery System	65.73			20 62000	470	10200
36	07/22/20	Lowe's Tools	1,385.02			20 62000	490	10200
37	07/22/20	Lowe's Wall Cab	474.36			20 62000	510	10200
38	07/22/20	Dash Cam	10.82			20 62000	470	10200
39	07/22/20	Fues	11.37			20 62000	305	10200
40	07/22/20	New Egg memory card	360.28			20 62000	470	10200
41	07/22/20	Battery System	1,225.16*			20 62000	460	10200
42	07/22/20	Postgage	4.80			20 62000	315	10200
43	07/22/20	Dana Safety Supply	324.15*			20 62000	460	10200
44	07/22/20	Tractor supply circuit mini	51.70			20 62000	470	10200
45	07/22/20	Streamline NEPA Class Dodds	-895.00			40 64000	386	10200
46	07/22/20	Amazon	-56.83			20 62000	470	10200
Total for Vendor:			5,014.91					
5945	18482S	511 VERIZON	90.12					
Laptop		805-423-7591, 805-591-9233, 805-591-9352						
Laptop		805-369-9703						
07/09/20 ~ 8/08/20								
1	9858246898	07/08/20 Tablets	20.04			20 62000	310	10200
2	9858246898	07/08/20 Tablets	35.04			40 64000	310	10200
3	9858246898	07/08/20 Tablets	35.04			50 65000	310	10200
Total for Vendor:			90.12					
# of Claims			54	Total:	134,827.30			
Total Electronic Claims					18,372.00			
Total Non-Electronic Claims					116455.30			

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$47,622.51
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$7,004.03
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$33,354.58
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$42,790.01
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$4,056.17
Total:	\$134,827.30

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40220	Weed Abatement Fees	0.00	0.00	2,000.00	2,000.00	0 %
40310	Fireworks Refundable C/Up Bond	0.00	0.00	2,700.00	2,700.00	0 %
40420	Ambulance Reimbursement	0.00	0.00	4,400.00	4,400.00	0 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
	Account Group Total:	0.00	0.00	29,100.00	29,100.00	0 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	417,997.00	417,997.00	0 %
	Account Group Total:	0.00	0.00	417,997.00	417,997.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	67.50	67.50	0.00	-67.50	** %
46153	Plan Check Fees and Inspections	150.00	150.00	2,000.00	1,850.00	8 %
	Account Group Total:	217.50	217.50	2,000.00	1,782.50	11 %
	Fund Total:	217.50	217.50	449,097.00	448,879.50	0 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	124,439.00	124,439.00	0 %
	Account Group Total:	0.00	0.00	124,439.00	124,439.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	193.96	193.96	0.00	-193.96	** %
46100	Realized Earnings	378.35	378.35	0.00	-378.35	** %
	Account Group Total:	572.31	572.31	0.00	-572.31	** %
	Fund Total:	572.31	572.31	124,439.00	123,866.69	0 %
40 WASTEWATER DEPARTMENT						
40000						
40850	Wastewater Hook-up Fees	50,060.00	50,060.00	0.00	-50,060.00	** %
40900	Wastewater Sales	81,865.44	81,865.44	954,125.00	872,259.56	9 %
	Account Group Total:	131,925.44	131,925.44	954,125.00	822,199.56	14 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	62,508.00	62,508.00	0 %
	Account Group Total:	0.00	0.00	62,508.00	62,508.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	131.76	131.76	0.00	-131.76	** %
46008	DWR Grants	0.00	0.00	250,000.00	250,000.00	0 %
46150	Miscellaneous Income	576.00	576.00	0.00	-576.00	** %
	Account Group Total:	707.76	707.76	250,000.00	249,292.24	0 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	132,633.20	132,633.20	1,266,633.00	1,133,999.80	10 %
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	98,610.54	98,610.54	895,101.00	796,490.46	11 %
41001	Water Connection Fees	50,912.00	50,912.00	0.00	-50,912.00	** %
41010	Water Meter Fees	1,800.00	1,800.00	0.00	-1,800.00	** %
	Account Group Total:	151,322.54	151,322.54	895,101.00	743,778.46	17 %
46000	Revenues & Interest					
46000	Revenues & Interest	24.81	24.81	0.00	-24.81	** %
	Account Group Total:	24.81	24.81	0.00	-24.81	** %
	Fund Total:	151,347.35	151,347.35	895,101.00	743,753.65	17 %
60 SOLID WASTE DEPARTMENT						
46000	Revenues & Interest					
46000	Revenues & Interest	7.90	7.90	0.00	-7.90	** %
46005	Franchise Fees	3,017.55	3,017.55	32,323.00	29,305.45	9 %
	Account Group Total:	3,025.45	3,025.45	32,323.00	29,297.55	9 %
	Fund Total:	3,025.45	3,025.45	32,323.00	29,297.55	9 %
	Grand Total:	287,795.81	287,795.81	2,767,593.00	2,479,797.19	10 %

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	15,758.53	15,758.53	449,097.00	433,338.47	4 %
30 STREET LIGHTING DEPARTMENT	4,802.87	4,802.87	124,439.00	119,636.13	4 %
40 WASTEWATER DEPARTMENT	134,951.80	134,951.80	1,266,633.00	1,131,681.20	11 %
50 WATER DEPARTMENT	151,347.35	151,347.35	895,101.00	743,753.65	17 %
60 SOLID WASTE DEPARTMENT	3,025.45	3,025.45	32,323.00	29,297.55	9 %
Grand Total:	309,886.00	309,886.00	2,767,593.00	2,457,707.00	11 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 20

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	14,369.60	14,369.60	150,000.00	150,000.00	135,630.40	10 %
	111 BOD Stipend	88.00	88.00	1,380.00	1,380.00	1,292.00	6 %
	115 Payroll Expenses	369.32	369.32	1,800.00	1,800.00	1,430.68	21 %
	120 Workers' Compensation	10,435.74	10,435.74	7,260.00	7,260.00	-3,175.74	144 %
	121 Physicals	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	125 Volunteer firefighter stipends	5,725.60	5,725.60	45,000.00	45,000.00	39,274.40	13 %
	135 Payroll Tax - FICA	571.87	571.87	2,800.00	2,800.00	2,228.13	20 %
	140 Payroll Tax - Medicare	135.27	135.27	2,800.00	2,800.00	2,664.73	5 %
	155 Payroll Tax - SUI	0.00	0.00	3,918.00	3,918.00	3,918.00	0 %
	205 Insurance - Health	370.96	370.96	13,884.00	13,884.00	13,513.04	3 %
	210 Insurance - Dental	0.00	0.00	686.00	686.00	686.00	0 %
	215 Insurance - Vision	0.00	0.00	250.00	250.00	250.00	0 %
	225 Retirement - PERS expense	1,263.45	1,263.45	6,940.00	6,940.00	5,676.55	18 %
	305 Operations and maintenance	239.35	239.35	6,000.00	6,000.00	5,760.65	4 %
	310 Phone and fax expense	40.15	40.15	475.00	475.00	434.85	8 %
	315 Postage, shipping and freight	25.39	25.39	300.00	300.00	274.61	8 %
	320 Printing and reproduction	0.00	0.00	600.00	600.00	600.00	0 %
	325 Professional svcs - Accounting	0.00	0.00	5,800.00	5,800.00	5,800.00	0 %
	326 Professional svcs - Engineering	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	328 Insurance - prop and liability	21,857.41	21,857.41	13,000.00	13,000.00	-8,857.41	168 %
	334 Maintenance Agreements	273.23	273.23	4,979.00	4,979.00	4,705.77	5 %
	335 Meals - Reimbursement	100.00	100.00	600.00	600.00	500.00	17 %
	340 Meetings and conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	345 Mileage expense reimbursement	3.90	3.90	500.00	500.00	496.10	1 %
	350 Repairs and maint - computers	133.50	133.50	4,500.00	4,500.00	4,366.50	3 %
	351 Repairs and maint - equip	796.41	796.41	10,000.00	10,000.00	9,203.59	8 %
	352 Repairs and maint - structures	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	354 Repairs and maint - vehicles	463.86	463.86	10,000.00	10,000.00	9,536.14	5 %
	370 Dispatch services (Fire)	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	375 Internet expenses	94.48	94.48	1,134.00	1,134.00	1,039.52	8 %
	376 Webpage- Upgrade/Maint	46.00	46.00	552.00	552.00	506.00	8 %
	380 Utilities - alarm service	0.00	0.00	120.00	120.00	120.00	0 %
	381 Utilities - electric	0.00	0.00	1,600.00	1,600.00	1,600.00	0 %
	382 Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
	385 Dues and subscriptions	2,470.00	2,470.00	6,272.00	6,272.00	3,802.00	39 %
	386 Education and training	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	0.00	2,250.00	2,250.00	2,250.00	0 %
	395 Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	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 %
	450 EMS supplies	27.67	27.67	10,000.00	10,000.00	9,972.33	0 %
	455 Fire Safety Gear & Equipment	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	460 Fire equipment	6,009.43	6,009.43	0.00	0.00	-6,009.43	*** %
	465 Cell phones, radios and pagers	81.45	81.45	1,171.00	1,171.00	1,089.55	7 %
	470 Communication equipment	431.70	431.70	5,000.00	5,000.00	4,568.30	9 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
	475 Computer supplies and upgrades	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	485 Fuel expense	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	490 Small tools and equipment	1,385.02	1,385.02	2,500.00	2,500.00	1,114.98	55 %
	495 Uniform expense	1,055.36	1,055.36	3,000.00	3,000.00	1,944.64	35 %
	503 Weed Abatement Costs	0.00	0.00	9,000.00	9,000.00	9,000.00	0 %
	505 Fire Training Grounds	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	510 Fire station addition	474.36	474.36	5,000.00	5,000.00	4,525.64	9 %
	710 County hazmat dues	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	960 Property tax expense	0.00	0.00	220.00	220.00	220.00	0 %
	Account Total:	69,338.48	69,338.48	447,791.00	447,791.00	378,452.52	15 %
	Account Group Total:	69,338.48	69,338.48	447,791.00	447,791.00	378,452.52	15 %
	Fund Total:	69,338.48	69,338.48	447,791.00	447,791.00	378,452.52	15 %
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
	105 Salaries and Wages	1,399.85	1,399.85	12,849.00	12,849.00	11,449.15	11 %
	111 BOD Stipend	8.00	8.00	120.00	120.00	112.00	7 %
	115 Payroll Expenses	13.25	13.25	180.00	180.00	166.75	7 %
	120 Workers' Compensation	364.64	364.64	100.00	100.00	-264.64	365 %
	135 Payroll Tax - FICA	0.00	0.00	163.00	163.00	163.00	0 %
	140 Payroll Tax - Medicare	11.79	11.79	163.00	163.00	151.21	7 %
	155 Payroll Tax - SUI	0.00	0.00	91.00	91.00	91.00	0 %
	205 Insurance - Health	96.89	96.89	1,638.00	1,638.00	1,541.11	6 %
	210 Insurance - Dental	0.00	0.00	65.00	65.00	65.00	0 %
	215 Insurance - Vision	0.00	0.00	24.00	24.00	24.00	0 %
	225 Retirement - PERS expense	783.15	783.15	1,108.00	1,108.00	324.85	71 %
	305 Operations and maintenance	0.90	0.90	2,000.00	2,000.00	1,999.10	0 %
	315 Postage, shipping and freight	1.67	1.67	0.00	0.00	-1.67	*** %
	320 Printing and reproduction	0.00	0.00	200.00	200.00	200.00	0 %
	325 Professional svcs - Accounting	0.00	0.00	508.00	508.00	508.00	0 %
	326 Professional svcs - Engineering	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
	328 Insurance - prop and liability	850.06	850.06	500.00	500.00	-350.06	170 %
	330 Contract labor	0.00	0.00	23,000.00	23,000.00	23,000.00	0 %
	331 Professional Services - Legal	0.00	0.00	200.00	200.00	200.00	0 %
	334 Maintenance Agreements	26.70	26.70	320.00	320.00	293.30	8 %
	340 Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
	345 Mileage expense reimbursement	10.43	10.43	150.00	150.00	139.57	7 %
	348 Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
	350 Repairs and maint - computers	0.00	0.00	250.00	250.00	250.00	0 %
	351 Repairs and maint - equip	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	353 Repairs & Maint- Infrastructure	124.32	124.32	10,000.00	10,000.00	9,875.68	1 %
	376 Webpage- Upgrade/Maint	4.00	4.00	48.00	48.00	44.00	8 %
	381 Utilities - electric	1,085.83	1,085.83	0.00	0.00	-1,085.83	*** %
	382 Utilities - propane	0.00	0.00	100.00	100.00	100.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	384 Utilities - Water/Sewer	1,520.53	1,520.53	0.00	0.00	-1,520.53	*** %
	385 Dues and subscriptions	0.00	0.00	132.00	132.00	132.00	0 %
	386 Education and training	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	0.00	375.00	375.00	375.00	0 %
	410 Office Supplies	0.00	0.00	125.00	125.00	125.00	0 %
	465 Cell phones, radios and pagers	8.46	8.46	143.00	143.00	134.54	6 %
	475 Computer supplies and upgrades	0.00	0.00	50.00	50.00	50.00	0 %
	485 Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
	490 Small tools and equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	495 Uniform expense	2.73	2.73	200.00	200.00	197.27	1 %
	500 Capital Outlay	2,239.50	2,239.50	0.00	2,239.50	0.00	100 %
	715 Licenses, permits and fees	0.00	0.00	50.00	50.00	50.00	0 %
	Account Total:	8,552.70	8,552.70	67,502.00	69,741.50	61,188.80	12 %
	Account Group Total:	8,552.70	8,552.70	67,502.00	69,741.50	61,188.80	12 %
	Fund Total:	8,552.70	8,552.70	67,502.00	69,741.50	61,188.80	12 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
	64000 Sanitary						
	105 Salaries and Wages	24,075.13	24,075.13	214,800.00	214,800.00	190,724.87	11 %
	109 Stand-by Hours	1,780.75	1,780.75	7,500.00	7,500.00	5,719.25	24 %
	111 BOD Stipend	144.00	144.00	2,100.00	2,100.00	1,956.00	7 %
	115 Payroll Expenses	231.82	231.82	3,420.00	3,420.00	3,188.18	7 %
	120 Workers' Compensation	7,874.01	7,874.01	8,000.00	8,000.00	125.99	98 %
	135 Payroll Tax - FICA	0.00	0.00	3,052.00	3,052.00	3,052.00	0 %
	140 Payroll Tax - Medicare	229.15	229.15	3,052.00	3,052.00	2,822.85	8 %
	155 Payroll Tax - SUI	0.00	0.00	2,140.00	2,140.00	2,140.00	0 %
	160 Payroll Tax - ETT	0.00	0.00	4,056.00	4,056.00	4,056.00	0 %
	205 Insurance - Health	1,910.86	1,910.86	32,844.00	32,844.00	30,933.14	6 %
	206 Insurance - CalPers Health Retiree	114.90	114.90	0.00	0.00	-114.90	*** %
	210 Insurance - Dental	0.00	0.00	1,526.00	1,526.00	1,526.00	0 %
	215 Insurance - Vision	0.00	0.00	557.00	557.00	557.00	0 %
	225 Retirement - PERS expense	7,815.90	7,815.90	15,833.00	15,833.00	8,017.10	49 %
	305 Operations and maintenance	206.94	206.94	8,000.00	8,000.00	7,793.06	3 %
	310 Phone and fax expense	86.64	86.64	1,138.00	1,138.00	1,051.36	8 %
	315 Postage, shipping and freight	31.33	31.33	4,000.00	4,000.00	3,968.67	1 %
	320 Printing and reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	325 Professional svcs - Accounting	0.00	0.00	8,897.00	8,897.00	8,897.00	0 %
	326 Professional svcs - Engineering	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	29,750.00	29,750.00	29,750.00	0 %
	328 Insurance - prop and liability	11,823.31	11,823.31	12,000.00	12,000.00	176.69	99 %
	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 Professional Services - Legal	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
	334 Maintenance Agreements	311.11	311.11	13,161.00	13,161.00	12,849.89	2 %
	335 Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 Statement of Expenditure - Budget vs. Actual Report
 For the Accounting Period: 7 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
340	Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
345	Mileage expense reimbursement	129.39	129.39	1,000.00	1,000.00	870.61	13 %
348	Safety Equipment and Supplies	103.04	103.04	1,000.00	1,000.00	896.96	10 %
349	Repairs & Maintenance Mission Gardens	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
350	Repairs and maint - computers	66.75	66.75	1,500.00	1,500.00	1,433.25	4 %
351	Repairs and maint - equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
354	Repairs and maint - vehicles	21.63	21.63	2,000.00	2,000.00	1,978.37	1 %
355	Testing & Supplies (WWTP)	437.00	437.00	12,000.00	12,000.00	11,563.00	4 %
375	Internet expenses	245.20	245.20	1,863.00	1,863.00	1,617.80	13 %
376	Webpage- Upgrade/Maint	70.00	70.00	840.00	840.00	770.00	8 %
379	Utilities Electric Mission Gardens	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
380	Utilities - alarm service	107.60	107.60	620.00	620.00	512.40	17 %
381	Utilities - electric	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
382	Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
383	Utilities - trash	51.99	51.99	700.00	700.00	648.01	7 %
384	Utilities - Water/Sewer	48.10	48.10	0.00	0.00	-48.10	*** %
385	Dues and subscriptions	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
386	Education and training	-895.00	-895.00	5,000.00	5,000.00	5,895.00	-18 %
393	Advertising and public notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	0.00	0.00	2,250.00	2,250.00	2,250.00	0 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities SoCalGas	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
410	Office Supplies	0.00	0.00	1,125.00	1,125.00	1,125.00	0 %
459	Scada - Maintenance Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
465	Cell phones, radios and pagers	181.89	181.89	1,530.00	1,530.00	1,348.11	12 %
475	Computer supplies and upgrades	0.00	0.00	2,450.00	2,450.00	2,450.00	0 %
485	Fuel expense	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
490	Small tools and equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
495	Uniform expense	143.70	143.70	1,800.00	1,800.00	1,656.30	8 %
500	Capital Outlay	2,239.50	2,239.50	0.00	2,239.50	0.00	100 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
582	WWTP Plant Maintenance	2,445.83	2,445.83	50,000.00	50,000.00	47,554.17	5 %
585	Sludge Removal Project	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
587	WWTF Final Design/ Construction	0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
705	Waste Discharge Fees/Permits	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
715	Licenses, permits and fees	120.00	120.00	1,500.00	1,500.00	1,380.00	8 %
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 %
	Account Total:	62,152.47	62,152.47	991,854.00	994,093.50	931,941.03	6 %
	Account Group Total:	62,152.47	62,152.47	991,854.00	994,093.50	931,941.03	6 %
	Fund Total:	62,152.47	62,152.47	991,854.00	994,093.50	931,941.03	6 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	27,244.32	27,244.32	234,901.00	234,901.00	207,656.68	12 %
	109 Stand-by Hours	1,780.75	1,780.75	7,500.00	7,500.00	5,719.25	24 %
	111 BOD Stipend	152.00	152.00	2,280.00	2,280.00	2,128.00	7 %
	115 Payroll Expenses	251.70	251.70	3,420.00	3,420.00	3,168.30	7 %
	120 Workers' Compensation	8,992.09	8,992.09	6,050.00	6,050.00	-2,942.09	149 %
	135 Payroll Tax - FICA	0.00	0.00	3,403.00	3,403.00	3,403.00	0 %
	140 Payroll Tax - Medicare	258.76	258.76	3,403.00	3,403.00	3,144.24	8 %
	155 Payroll Tax - SUI	0.00	0.00	2,166.00	2,166.00	2,166.00	0 %
	160 Payroll Tax - ETT	0.00	0.00	3,967.00	3,967.00	3,967.00	0 %
	205 Insurance - Health	2,623.44	2,623.44	34,896.00	34,896.00	32,272.56	8 %
	206 Insurance - CalPers Health Retiree	114.90	114.90	0.00	0.00	-114.90	*** %
	210 Insurance - Dental	0.00	0.00	1,618.00	1,618.00	1,618.00	0 %
	215 Insurance - Vision	0.00	0.00	590.00	590.00	590.00	0 %
	225 Retirement - PERS expense	7,951.35	7,951.35	20,913.00	20,913.00	12,961.65	38 %
	305 Operations and maintenance	208.29	208.29	8,000.00	8,000.00	7,791.71	3 %
	310 Phone and fax expense	86.63	86.63	1,138.00	1,138.00	1,051.37	8 %
	315 Postage, shipping and freight	34.01	34.01	4,000.00	4,000.00	3,965.99	1 %
	320 Printing and reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	324 Professional Svcs- GSA-GSP	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	325 Professional svcs - Accounting	0.00	0.00	9,660.00	9,660.00	9,660.00	0 %
	326 Professional svcs - Engineering	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	327 Professional svcs - Legal (General)	0.00	0.00	32,300.00	32,300.00	32,300.00	0 %
	328 Insurance - prop and liability	18,891.58	18,891.58	20,000.00	20,000.00	1,108.42	94 %
	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 Professional Services - Legal	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
	332 Professional Services - Legal	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	334 Maintenance Agreements	329.71	329.71	13,671.00	13,671.00	13,341.29	2 %
	335 Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
	340 Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	345 Mileage expense reimbursement	137.79	137.79	1,000.00	1,000.00	862.21	14 %
	348 Safety Equipment and Supplies	103.04	103.04	1,000.00	1,000.00	896.96	10 %
	350 Repairs and maint - computers	66.75	66.75	1,500.00	1,500.00	1,433.25	4 %
	351 Repairs and maint - equip	183.18	183.18	4,000.00	4,000.00	3,816.82	5 %
	352 Repairs and maint - structures	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	353 Repairs & Maint- Infrastructure	601.71	601.71	50,000.00	50,000.00	49,398.29	1 %
	354 Repairs and maint - vehicles	21.63	21.63	2,000.00	2,000.00	1,978.37	1 %
	356 Testing & Supplies - Well #3 (Water)	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	357 Testing & Supplies - Well #4 (Water)	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	358 Testing & Supplies- SLT Well (Water)	134.00	134.00	6,000.00	6,000.00	5,866.00	2 %
	359 Testing & Supplies-Other	280.00	280.00	6,000.00	6,000.00	5,720.00	5 %
	362 Cross-Connection Control Svcs.	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet expenses	110.23	110.23	1,863.00	1,863.00	1,752.77	6 %
	376 Webpage- Upgrade/Maint	76.00	76.00	912.00	912.00	836.00	8 %
	380 Utilities - alarm service	107.60	107.60	620.00	620.00	512.40	17 %
	381 Utilities - electric	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	382 Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	383 Utilities - trash	51.99	51.99	700.00	700.00	648.01	7 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 7 / 20

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	385 Dues and subscriptions	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	386 Education and training	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	393 Advertising and public notices	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	394 LAFCO Allocations	0.00	0.00	2,250.00	2,250.00	2,250.00	0 %
	395 Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	396 Utilities SoCalGas	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	410 Office Supplies	0.00	0.00	1,125.00	1,125.00	1,125.00	0 %
	459 Scada - Maintenance Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	465 Cell phones, radios and pagers	197.01	197.01	1,573.00	1,573.00	1,375.99	13 %
	475 Computer supplies and upgrades	115.15	115.15	2,450.00	2,450.00	2,334.85	5 %
	481 Chemicals- Well #3	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	482 Chemicals-Well #4	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	483 Chemicals-SLT Well	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	485 Fuel expense	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	490 Small tools and equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	495 Uniform expense	143.70	143.70	1,800.00	1,800.00	1,656.30	8 %
	500 Capital Outlay	2,239.50	2,239.50	0.00	2,239.50	0.00	100 %
	520 Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	525 Water meter replacement	86.87	86.87	20,000.00	20,000.00	19,913.13	0 %
	526 Development Meters	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	535 Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	582 WWTP Plant Maintenance	1,975.00	1,975.00	0.00	0.00	-1,975.00	*** %
	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	0.00	6,500.00	6,500.00	6,500.00	0 %
	930 Interest Fees	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	940 Bank service charges	6.74	6.74	0.00	0.00	-6.74	*** %
	Account Total:	75,557.42	75,557.42	894,469.00	896,708.50	821,151.08	8 %
	Account Group Total:	75,557.42	75,557.42	894,469.00	896,708.50	821,151.08	8 %
	Fund Total:	75,557.42	75,557.42	894,469.00	896,708.50	821,151.08	8 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	1,413.95	1,413.95	12,849.00	12,849.00	11,435.05	11 %
	111 BOD Stipend	8.08	8.08	120.00	120.00	111.92	7 %
	115 Payroll Expenses	13.25	13.25	180.00	180.00	166.75	7 %
	120 Workers' Compensation	364.64	364.64	100.00	100.00	-264.64	365 %
	135 Payroll Tax - FICA	0.00	0.00	163.00	163.00	163.00	0 %
	140 Payroll Tax - Medicare	11.87	11.87	163.00	163.00	151.13	7 %
	155 Payroll Tax - SUI	0.00	0.00	91.00	91.00	91.00	0 %
	205 Insurance - Health	103.79	103.79	1,638.00	1,638.00	1,534.21	6 %
	210 Insurance - Dental	0.00	0.00	65.00	65.00	65.00	0 %
	215 Insurance - Vision	0.00	0.00	24.00	24.00	24.00	0 %
	225 Retirement - PERS expense	783.15	783.15	1,108.00	1,108.00	324.85	71 %
	305 Operations and maintenance	0.90	0.90	2,000.00	2,000.00	1,999.10	0 %
	315 Postage, shipping and freight	1.67	1.67	500.00	500.00	498.33	0 %
	320 Printing and reproduction	0.00	0.00	500.00	500.00	500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
325	Professional svcs - Accounting	0.00	0.00	508.00	508.00	508.00	0 %
327	Professional svcs - Legal (General)	0.00	0.00	1,700.00	1,700.00	1,700.00	0 %
328	Insurance - prop and liability	632.88	632.88	500.00	500.00	-132.88	127 %
331	Professional Services - Legal	0.00	0.00	200.00	200.00	200.00	0 %
334	Maintenance Agreements	26.70	26.70	320.00	320.00	293.30	8 %
340	Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
345	Mileage expense reimbursement	11.03	11.03	100.00	100.00	88.97	11 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
376	Webpage- Upgrade/Maint	4.00	4.00	48.00	48.00	44.00	8 %
384	Utilities - Water/Sewer	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
385	Dues and subscriptions	0.00	0.00	132.00	132.00	132.00	0 %
386	Education and training	0.00	0.00	500.00	500.00	500.00	0 %
393	Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
394	LAFCO Allocations	0.00	0.00	375.00	375.00	375.00	0 %
395	Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	0.00	0.00	125.00	125.00	125.00	0 %
465	Cell phones, radios and pagers	8.82	8.82	143.00	143.00	134.18	6 %
475	Computer supplies and upgrades	0.00	0.00	50.00	50.00	50.00	0 %
495	Uniform expense	2.73	2.73	200.00	200.00	197.27	1 %
500	Capital Outlay	2,239.50	2,239.50	0.00	2,239.50	0.00	100 %
	Account Total:	5,626.96	5,626.96	28,602.00	30,841.50	25,214.54	18 %
	Account Group Total:	5,626.96	5,626.96	28,602.00	30,841.50	25,214.54	18 %
	Fund Total:	5,626.96	5,626.96	28,602.00	30,841.50	25,214.54	18 %
	Grand Total:	221,228.03	221,228.03	2,430,218.00	2,439,176.00	2,217,947.97	9 %

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 7/20

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	385,983.18	15,787.11	56.83	6,666.79	62,648.98	332,511.35
10250 Pac Premier - Payroll	6,201.90	6,666.79	10,444.13	19,707.05	1,068.47	2,537.30
10340 Pac Premier Operational Reserve	188,002.31	23.89	0.00	0.00	0.00	188,026.20
10350 Pac Premier- Capital Reserve	265,899.15	43.61	0.00	0.00	0.00	265,942.76
Total Fund	846,086.54	22,521.40	10,500.96	26,373.84	63,717.45	789,017.61
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	92,709.30	4,230.56	0.00	13.25	8,078.91	88,847.70
10250 Pac Premier - Payroll	598.24	13.25	1,061.38	1,174.38	218.11	280.38
10340 Pac Premier Operational Reserve	150,010.40	19.06	0.00	0.00	0.00	150,029.46
10350 Pac Premier- Capital Reserve	170,225.19	27.93	0.00	0.00	0.00	170,253.12
10460 Cantella & Co. Investment Acct.	158,913.74	525.32	0.00	0.00	0.00	159,439.06
Total Fund	572,456.87	4,816.12	1,061.38	1,187.63	8,297.02	568,849.72
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	136,005.24	80,714.25	3,857.62	949.74	55,504.17	164,123.20
10250 Pac Premier - Payroll	13,708.56	231.82	20,472.41	22,116.30	4,041.97	8,254.52
10260 Pac Western Bank --Long Term	100,009.41	2.55	0.00	0.00	0.00	100,011.96
10340 Pac Premier Operational Reserve	180,011.93	22.87	0.00	0.00	0.00	180,034.80
10350 Pac Premier- Capital Reserve	598,130.51	50,166.34	0.00	0.00	0.00	648,296.85
Total Fund	1,027,865.65	131,137.83	24,330.03	23,066.04	59,546.14	1,100,721.33
50 WATER DEPARTMENT						
10150 Cash in SLO County	75,215.66	0.00	0.00	0.00	0.00	75,215.66
10200 Operating Cash - Premier	74,282.28	98,847.63	0.00	1,181.70	73,510.65	98,437.56
10250 Pac Premier - Payroll	9,019.39	251.70	22,029.14	24,570.63	5,377.67	1,351.93
10340 Pac Premier Operational Reserve	25,075.37	3.19	0.00	0.00	0.00	25,078.56
10350 Pac Premier- Capital Reserve	64,906.67	52,731.00	0.00	1,800.00	0.00	115,837.67
10400 HOB - USDA Reserve	66,959.63	2.62	0.00	0.00	0.00	66,962.25
Total Fund	315,459.00	151,836.14	22,029.14	27,552.33	78,888.32	382,883.63
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	63,814.26	3,017.55	0.00	13.25	5,134.09	61,684.47
10250 Pac Premier - Payroll	892.38	13.25	1,064.42	1,186.58	221.98	561.49
10340 Pac Premier Operational Reserve	62,174.23	7.89	0.00	0.00	0.00	62,182.12
10350 Pac Premier- Capital Reserve	49.98	0.01	0.00	0.00	0.00	49.99
Total Fund	126,930.85	3,038.70	1,064.42	1,199.83	5,356.07	124,478.07
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	151,756.93	0.00	145,890.87	267,033.44	0.00	30,614.36
10250 Pac Premier - Payroll	4,053.97	0.00	10,928.20	14,982.17	0.00	0.00
Total Fund	155,810.90		156,819.07	282,015.61		30,614.36
Totals	3,044,609.81	313,350.19	215,805.00	361,395.28	215,805.00	2,996,564.72

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



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: XI -2

SUBJECT: Review and Approve **Resolution No. 2020-29** Authorizing the Interim General Manager to Execute Employment Agreement to Extend the Employment of SMCSD Director of Utilities Kelly Dodds.

STAFF RECOMMENDATION:

Approve **Resolution No. 2020-29** authorizing the Interim General Manager to execute a proposed employment agreement with Director of Utilities Kelly Dodds to continue in the position for three years.

BACKGROUND:

Kelly Dodds has been the San Miguel Community Services District (“District”) Director of Utilities Position since 2017. In that position, Dodds is in charge of long-term planning and management, field work, and trains and supervises District Utilities workers in a variety of assignments.

Dodds has been a valuable employee to the District since 2007. In the past three years as the Utilities Director, he has led the Machado Wastewater Treatment Plant project for the District, worked with the District Engineer to secure funding for the WWTP and water line replacements, continued the water meter replacement program, updated the Water and Wastewater master plans, secured additional staffing to facilitate necessary repairs to utility departments, worked with other staff to bring the Water and Wastewater department solvent again, and out of their deficits.

Upon adopting the proposed resolution, the District will execute an employment agreement with Dodds to have him continue in his current position for the next three years, with an option for the District to renew the agreement for two additional one-year periods at the expiration of the three-year term.

Fiscal Impact:

Dodds current salary is \$105,625. The proposed employment agreement for Dodds includes annual salary increases of \$2750.00 (two thousand seven hundred and fifty dollars). Provisions of Dodds' previous agreement were eliminated during negotiations, including a severance provision in the case of a release without cause, and standby pay.

Staff Recommendation:

Approve **Resolution No. 2020-29** authorizing the Interim General Manager to execute an employment agreement with the Director of Utilities.

PREPARED BY:

Douglas L. White, District General Counsel

Attachment(s):

Resolution 2020-29

Proposed Employment Agreement and Director of Utilities Job Description (Exhibit A)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this _____ day of **August** 2020, by and between the San Miguel Community Services District, a California community services district ("District"), and Kelly Dodds, an individual ("Employee"). The District and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

- A. On June 25, 2007, Employee began employment with the District as a Utility Operator, a non-exempt position.
- B. In July 2011, Employee was promoted to Utilities Supervisor, a non-exempt position.
- C. On June 22, 2017, the Board of Directors ("Board") for the District created the position of Director of Utilities for the District ("Director") to serve as the department head for the District Utilities Department, and appointed Employee to the position of Director.
- D. The District, acting by and through the Board, has evaluated Employee's knowledge, experience, administrative skills, and abilities, and desires to continue to employ Employee as Director pursuant to the terms of this Agreement.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Director.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") section 53260 et seq.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall be effective as of July 1, 2020, once executed by both the District and Employee ("Effective Date").

Section 3. Appointment of Director, Duties, and Term.

Section 3.1. Appointment and Duties. The Board hereby appoints Employee to the position of Director, in and for the District, to perform the functions and duties associated with the Director's position under the direction of the District General Manager ("General Manager"). Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties

specified below under the laws of the state of California, Resolutions of the District, and such other duties and functions as the General Manager may from time to time assign.

Section 3.2. Term. The term of this Agreement shall be for three (3) years from the Effective Date ("Term"). Two additional one (1) year extensions may be granted by the General Manager at the same terms.

No later than six (6) months prior to the expiration of the Term, the General Manager shall provide written notice to Employee as to whether the General Manager intends to extend or renegotiate this Agreement. If the contract is to be renegotiated, then negotiations shall commence no later than five (5) months prior to the expiration of the existing Agreement

Section 3.3. Director Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Director in accordance with the terms of the Agreement and the Director job description, which is attached hereto as **Exhibit A**.

Section 3.4. Secondary Employment. Employee agrees to devote his productive time, ability, and attention to the District's business. During the Term, Employee shall not otherwise hold any unapproved secondary employment and shall be employed exclusively by the District, subject to any exceptions approved of in writing by the General Manager or the Board. Any secondary employment approved of by the General Manager or the Board shall not interfere with Employee's duties and responsibilities specified in this Agreement and must not create a conflict of interest with said duties. Employee has the right to volunteer for such nonprofit organizations as he may see fit, provided that such volunteer services shall not interfere with his duties as Director. Notwithstanding the above, the District acknowledges Employee's self-employment as a licensed contractor.

Section 3.5. Exempt Employee. The general business hours for the Director are Monday through Friday, 7:00 a.m. to 3:30 p.m., with standby as necessary for the coverage of the District. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). Employee shall not receive overtime or extra compensation for hours worked outside of the District's general business hours, which are necessary to fulfill the duties of the Director position, unless otherwise provided in this Agreement.

Section 3.6. Schedule. Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Director position includes attendance at evening Board meetings and frequent irregular hours, as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that Employee must devote a great deal of his time outside normal office hours to business of the District and, to that end, will be allowed to adjust his weekly or daily schedule as the General Manager deems reasonable, so long as all objectives have been met and Employee averages eighty (80) hours per pay period. Paid leave may be used to fulfill the average of eighty (80) hours with the approval of the General Manager.

Section 3.7. No Property Right in Employment. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this Agreement, and that he is not entitled to due process for any disciplinary actions under the District's personnel policies and rules, including termination.

Section 3.8. No Membership in Bargaining Unit. Employee understands that as Director he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 4. Compensation and Evaluations.

Section 4.1. Base Salary. The District agrees to pay Employee an annual salary for fiscal year 2020-21 of One Hundred Eight Thousand Two Hundred Fourteen Dollars and Thirty-Eight Cents (\$108,214.38) ("Base Salary"), payable in installments, at the same time the other District employees are paid. The Base Salary does not include any other benefits or supplemental pay Employee may be entitled to, as otherwise set forth in this Agreement.

Employee's Base Salary shall increase by Two Thousand Seven Hundred Fifty Dollars (\$2,750) annually on July 1st of each subsequent year of this Agreement, upon receipt of a satisfactory annual evaluation by the General Manger. If the General Manager fails to perform a timely evaluation for Employee, the annual increase will be retroactive to July 1st.

Section 4.2. Standby Availability. Employee may be required to participate in a standby rotation for utility service operations in order to carry out necessary tasks, including, but not limited to, plant reads, well checks, alarm response, as-needed repairs, and such other duties and functions as the District may require from time to time.

Section 4.3. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to a pro-rata decrease based on the Board's adoption of a District-wide unpaid Mandatory Furlough Program adopted as a budgetary measure. Employee's Base Salary shall not be decreased if Employee is required to work or provide coverage on Furlough days in order to meet minimum staffing.

Section 4.4. Reopener. The District or employee may reopen negotiations of this Agreement if:

- a) At the end of a given fiscal year the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, budgeted revenue for that fiscal year; or
- b) There are significant changes in the duties or responsibilities of Employee.

Section 4.5. Review and Evaluation. The General Manager agrees to review and evaluate Employee's performance of his duties as Director pursuant to the terms of this Agreement ("Review and Evaluation") on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted no later than one (1) month prior to Employee's anniversary date of this Agreement each year, however, it may be conducted earlier at the General Manager's discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System ("CalPERS"). The District will continue to contribute to Employee's retirement at the rate which it is currently, and Employee will continue to pay Employee's share at his current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute One Thousand Two Hundred Dollars (\$1,200.00) towards medical insurance benefits for Employee and his

dependent(s), through CalPERS, pursuant to the terms in the District's Personnel Guidelines and Policies ("Personnel Policies"), existing as of the Effective Date of this Agreement. In the event Employee elects not to receive medical insurance from the District, Employee will receive Two Hundred Fifty Dollars (\$250) as taxable income per pay period in addition to his Base Salary. Employee shall provide documentation that they have healthcare provided through another source in order to receive the Two Hundred Fifty Dollar (\$250) benefit.

At such time as the District offers a cafeteria plan to District employees, Employee may elect to transfer the cash in lieu payment towards such cafeteria plan based on his eligibility.

The District will pay one hundred percent (100%) of vision and dental coverage for its employees only. Employees may enroll a spouse and dependents for the District's vision and dental coverage but shall be responsible for the benefit cost for any spouse or dependents enrolled in vision or dental coverage. The District shall provide payroll deductions for these expenses.

Section 5.3. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District's Personnel Policies. Employee's accrual rate shall be based on Employee's years of overall service with the District.

Section 5.4. Holidays. Employee shall be entitled to all holidays as provided in the District's Personnel Policies.

Section 5.5. Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, he does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall receive forty (40) hours of compensatory leave per year, to be available at the commencement of each fiscal year (July 1st). Employee shall use compensatory leave time in the same manner as vacation time. Use of compensatory time off shall be approved by the General Manager. Compensatory leave may roll over to a maximum of eighty (80) hours. Compensatory time has no cash value; any unused compensatory leave shall not be cashed out at the end of the fiscal year or at separation.

Section 5.6. Sick Leave. Employee shall accrue sick leave at a rate of eight (8) hours per month, up to a maximum of ninety-six (96) hours per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may convert unused accrued sick leave into service credits with CalPERS upon retirement pursuant to the applicable regulations effective at the time of retirement. Unused sick leave shall roll over annually and there shall not be a cap on sick leave accrual.

Section 5.7. District Vehicle. The District shall provide Employee with a District vehicle for use by Employee as Director. Employee shall provide proof of insurance coverage, pursuant to California law, annually to the District. Both Parties agree to comply with the District's applicable Vehicle & Equipment Replacement Policies and Procedures in effect on the Effective Date of this Agreement and as may be amended from time to time.

Section 5.8. Cell Phone Allowance. District shall provide a District-owned smart phone, with phone, text, and data plan, for use solely by Employee in his position as Director. If the District does not provide a District owned Smart Phone, then the District will pay Employee \$50 per month phone stipend.

Section 5.9. Professional and Educational Development. The District agrees to budget reasonable costs of travel and business expenses for Employee to attend trainings,

seminars, and symposiums that are necessary or beneficial to the maintenance of the required licensing for the Director position, or for the continued operation of the District.

Section 5.10. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.9 of this Agreement shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.9 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) calendar days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts, both accrued and owing under this Agreement.

Section 6.2. Termination by the General Manager. The General Manager may terminate this Agreement and remove Employee from his position as Director at any time with cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes his reputation or impairs his ability to earn a living, or might damage his standing in a community, he is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) business days of the General Manager's notice to Employee of his or her intent to terminate his employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session. The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear his name, if he is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to his position. In the event Employee does not request a "name-clearing" hearing before the Board, the General Manager's decision to terminate will be effective by the close of business on the fifth (5th) business day after the General Manager provided notice to Employee about his intent to terminate his employment.

Section 6.3. Termination for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment, including, but not limited to, any outstanding and owed standby compensation at the rate set forth in this Agreement and any and all benefits the District is obligated to provide under federal or state law.

"Good Cause," for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;

4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
6. Repeated, protracted, or unexcused absences from the Director's office and duties;
7. Willful destruction or misuse of District property;
8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
9. Willful violation of federal or state discrimination laws or District discrimination rules;
10. Continued substance abuse which adversely affects performance of Employee's duties as Director;
11. Refusal to take or subscribe any oath or affirmation which is required by law;
12. Disability that renders Employee unable to perform the essential functions of his job, with or without reasonable accommodation, which places an undue burden on the District;
13. Dishonesty;
14. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, the District's legitimate business interests; or
15. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the District.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director in accordance with California's Tort Claims Act (Government Code section 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. The District shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the District and

Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) business days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) business days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: San Miguel Community Services District
ATTN: General Manager
1150 Mission Street
San Miguel, California 93451

and

Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Employee: San Miguel Community Services District
ATTN: Kelly Dodds
1150 Mission Street
San Miguel, CA 93451
w/ cc: home address on file

Section 10. General Provisions.

Section 10.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the District and Employee.

Section 10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement for duties as a Director of Utilities between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement is of no effect as to any other agreement between the Parties, including any related to employment as an Assistant Fire Chief.

Section 10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be

affected.

Section 10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented, or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of California.

Section 10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

Section 10.10. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of San Luis Obispo.

Section 10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager
San Miguel Community Services District,
a California community services district

By: _____
Kelly Dodds, an individual

Date: _____

Date: _____

Approved as to Form and Content:

By: _____
Counsel for the District

EXHIBIT A
Job Description



TITLE: DIRECTOR OF UTILITIES
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: All Utility Operators, Utility Worker(s), Seasonal Worker(s)
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee. The following certifications are required at the time of hire date or an equivalent combination of education and experience sufficient to successfully perform the duties of the position:

- California State Water Resources Control Board Wastewater Grade 2 certification; (Grade 3 required within 1 year of WWTF completion); and
- California State Water Resources Control Board Grade 2 in Water Distribution; and
- California State Water Resources Control Board Grade 2 in Water Treatment.

The following licenses and certifications are required:

- Valid California Commercial Driver's License Class A
- Standard First Aid certification (training and periodic updates provided by the District)
- Standard CPR certification (training and periodic updates provided by the District)
- California Water Environment Association Collection Systems Maintenance 1 Certificate
- American Backflow Preventors Association Certification as a Backflow Tester

Certification or other proof of formal training in water or wastewater fields, including automatic valves, pumps, and safety, is desirable.

EDUCATION: Minimum of a high school education. A Bachelor of Science degree or an Associate of Arts degree in Water Utility Science or related field is preferred.

EXPERIENCE: Minimum of four years of increasingly responsible experience in the construction, operation, and maintenance of water/wastewater facilities; proven ability to supervise, train, evaluate, and coordinate staff; proven ability to organize and manage competing tasks and priorities; ability to effectively utilize a personal computer.

This position requires the ability to work a varying work schedule and to be "on-call," for scheduled weekdays, weekends, furlough and holidays as needed.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with: General Manager and San Miguel Community Services District ("District") personnel to give and receive specific work assignments and review results, to discuss and resolve technical issues, to coordinate assignments; and all other contact and communications as required.

EXTERNAL: Interaction with: general public to answer questions during the course of carrying out the work assignment, outside agency personnel, and vendors to obtain parts and supplies; and emergency service personnel as required.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to sit, talk, and hear. The employee is frequently required to walk. The employee is occasionally required to: stand, use hands to manipulate, handle, and feel objects, tools, and controls; reach with hands and arms, climb and balance, and taste and smell. The employee may be exposed to extreme dampness, heights, and vibrations.

The employee will engage in active physical work without prolonged heavy exertion; but with continuous exposure to unpleasant elements such as dust, mud, fumes, odors, dampness, raw or treated sewage, noise levels, or outside weather conditions. The employee will be on his or her feet for most of the time, which involves bending, stopping, squatting, twisting, reaching, working on irregular surfaces, walking long distances, and climbing hills and ladders. The employee will frequently lift objects up to fifty (50) pounds and occasionally lift objects weighing over one hundred (100) pounds. The employee must have good hearing, sight, and speech capabilities.

ENVIRONMENTAL CONDITIONS

When working outdoors, work is performed in all types of weather. The employee will be subject to: noisy conditions, odors, contact with animals and insects, hazardous traffic conditions, confined spaces, variable weather conditions, possible exposure to heavy equipment, dust, and fumes. The employee will wear protective clothing as required. Appropriate personal safety equipment is provided.

When working indoors, work is performed in an office environment with lighting and ventilation. The indoor working environment is subject to conversational noise from other personnel within the facility, as well as standard background noise found in an office environment and exposure to a computer screen.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

This exempt position assigns, reviews, and evaluates the work of all utility personnel in the operation, installation, maintenance, and repair of the Machado Wastewater Treatment Facility, water distribution and treatment systems, wastewater collection system, water reclamation and distribution systems, street lighting, solid waste management; and all other related District facilities and equipment. This position must perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, or ability required.

Must be detail oriented. Must be able to effectively lead, supervise, motivate, train, and evaluate personnel. Must be able to exercise sound and independent judgment to prioritize and manage projects. Must be familiar with public administration and budget development as they pertain to water and wastewater system maintenance. Must be able to implement and use proper techniques and equipment used in the operations, maintenance, and repair of water and wastewater systems and facilities. Must be knowledgeable about the methods, tools, and materials used in the water and wastewater fields, including knowledge of the processes involved with the distribution and treatment of potable water and the collection and treatment of wastewater. Must ensure safety protocols are followed. Must have knowledge of computer programs and SCADA for treatment, operation, and maintenance. Must be able to use personal computers, keep accurate reports, maintain confidentiality, respond professionally to emergencies, and prepare basic reports and business letters. Must have knowledge of pertinent federal, state, and local laws, codes, and regulations. Must be able to communicate clearly and concisely, both orally and in writing.

The following tasks are typical for this classification. Incumbents may not regularly perform all the listed duties but may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

Field Work

- Uses independent judgment to address routine and emergency operation, maintenance of District's water, wastewater, street lighting, and solid waste management facilities; and
- Utilizes the skills of carpentry, painting, plumbing, plastering, welding, cement finishing, masonry and similar skills, and performs the following:

- Laying and joining pipe;
- Breaking out pavement for installations;
- Maintenance/repair of mains and services;
- Repairing land areas for planting;
- Installing and maintaining customer meters;
- Performing routine maintenance on District equipment and facilities;
- Operating a variety of equipment, in the course of the above, including backhoe, earthmover, trucks, compressors, pneumatic hammers, drills and related machinery, welders, hand tools and similar equipment; and
- Administering, testing, and maintaining District's backflow system.
- Supervises day-to-day utility operations and emergency operations of District's water, wastewater, street lighting and solid waste facilities, including, but not limited to:
 - Overseeing operations, maintenance, and repair of the District's water, wastewater, reclaimed water, and street lighting systems;
 - Going to the work sites to oversee day-to-day operations;
 - Ensuring supplies are properly inventoried and procured;
 - Coordinating with vendors and contractors;
 - Determining work priorities and monitoring workflow;
 - Meeting with staff to identify and address problems;
 - Ensures the District complies with state and federal requirements relative to drinking water, wastewater, and reclaimed water including treatment, testing, monitoring, and reporting;
 - Reading, interpreting, and coordinating execution of plans and specifications;
 - Performing inspection of private construction of water and wastewater facilities;
 - Coordinate and ensuring equipment and facilities are maintained in proper working order; and
 - Administers/coordinates contracts with outside firms/ agencies/ contractors for goods and services.

Personnel Supervisor

- Assigns, reviews, plans, coordinates, and guides the work of other employees;
- Ensures that work schedules and operational logs are properly maintained;
- Evaluates and implements, the hiring, transfer, promotion, salary increase, discipline, or discharge of staff;
- Evaluates the work of employees and prepares performance appraisals;
- Promotes staff development and motivation;
- Approves overtime, vacation, and other time off;
- Analyzes problems that arise in the areas of supervision, recommends and implements solutions; and
- Addresses and resolves complaints.

Training

- Coordinates and provides training on procedures, safety, use and operation of equipment, machinery and vehicles; and
- Ensures that District safety rules and regulations are being followed.

Administrative

- Long-Term Utility Operations:
 - Directs and participates in the development of goals, objectives, rules, policies, and operating procedures for the utilities departments;
 - Coordinates the activities of the utilities departments with other District departments;
 - Coordinates work with other county, state, and federal agencies;
 - Maintains water rights permits and oversees preparation of periodic reports to federal, state, county, and local agencies;
 - Approves the requisition of materials, supplies, and equipment;

- Supports the District Strategic Plan and Mission Statement;
- Identifies opportunities for improving service delivery methods and procedures, and implements improvements; and
- Develops long-range strategic and financial goals for the utilities department.
- Advice and Consultation:
 - Attends meetings of the District Board of Directors ("Board");
 - Prepares detailed staff reports and makes presentations to the Board;
 - Provides technical information, advice, and consultation to the Board and the General Manager on water, wastewater, or lighting activities or problems;
 - Responds to citizen inquiries and complaints concerning operations and activities;
 - Keeps the General Manager informed of pertinent matters; and
 - Participates on District or community committees, as assigned.
- Reporting and Budgeting:
 - Prepares departmental budgets, budget requests, and controls expenditures;
 - Prepares cost estimates and specifications for outside contract work;
 - Calculates anticipated revenue and expenditures;
 - Develops and maintains accurate water, wastewater, and lighting maintenance information and records;
 - Directs the preparation of and prepares a variety of reports related to operations, functions, and activities; and
 - Tracks and evaluates the budget through the year.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Related Duties

- Performs all related duties as assigned by the General Manager.

RESOLUTION NO. 2020-29

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM
GENERAL MANAGER TO EXECUTE AN EMPLOYMENT AGREEMENT WITH THE
DIRECTOR OF UTILITIES**

WHEREAS, Kelly Dodds has served as the San Miguel Community Services District (“District”) Director of Utilities since 2017, and has been employed with the District since 2007; and

WHEREAS, in the capacity of Director of Utilities, Dodds has satisfactorily achieved the goals and aims of the District in the areas of long-range planning and management, supervising personnel, employee training, field work, and additional duties as required by the General Manager; and

WHEREAS, the proposed Director of Utilities Employment Agreement thoroughly describes the rights and obligations of the District and the Director of Utilities; and

WHEREAS, the Director of Utilities Job Description thoroughly describes the duties assigned to the Director of Utilities, which is attached hereto and incorporated as an attachment to Exhibit A.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution authorizing the Interim General Manager to execute an employment agreement with the Director of Utilities to extend his employment pursuant to the terms and conditions of the employment agreement.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 27th day of August 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: XI-3

SUBJECT: Review and Approve **Resolution No. 2020-30** Authorizing the Interim General Manager to Execute Employment Agreement to Extend the Employment of Board Clerk/Account Clerk Manager Tamara Parent.

STAFF RECOMMENDATION:

Approve **Resolution No. 2020-30** authorizing the Interim General Manager to execute a proposed employment agreement with Board Clerk/Account Clerk Manager Tamara Parent to continue in the position for three years.

BACKGROUND:

Tamara Parent has been the San Miguel Community Services District (“District”) Board Clerk/Account Clerk Manager since 2017 and has been employed by the District since 2014. In her capacity as Board Clerk/Account Clerk Manager, she is in charge of overseeing all of the District’s accounting duties, interfacing with vendors, customers and service providers, preparing minutes for Board and committee meetings, preparing meeting agendas, coordinating staff reports, coordinating legal notices, and serving as the custodian of the District’s records as well as some training and supervision of District staff in a variety of tasks.

Upon adopting the proposed resolution, the District will extend the employment of Mrs. Parent as the Board Clerk/Account Clerk Manager position for a period of three years, with an option for the District to renew the agreement for two additional one-year period at the expiration of the three-year term.

Fiscal Impact:

The Board Clerk/Account Clerk Manager has a current salary of \$57,784.38 per year. In reviewing comparable positions in similar districts within the region, it was determined that Mrs. Parent’s duties are much more diverse and her authority greater than many similar positions, but her wages

were much lower than similar positions. In recognition of the clear under-compensation, the base salary of Parent has been adjusted to be closer in line with positions of a similar type.

The proposed employment agreement for Parent includes a salary adjustment to \$65,000.00 (sixty-five thousand dollars) per year, and includes annual salary increases of 2.5% yearly, contingent upon satisfactory performance evaluations. Provisions of Parent's previous agreement were eliminated during negotiations, including a severance provision in the case of a release without cause.

Staff Recommendation:

Approve **Resolution No. 2020-30** authorizing the Interim General Manager to execute an employment agreement with the Board Clerk/Account Clerk Manager.

PREPARED BY:

Douglas L. White, District General Counsel

Attachment(s):

Resolution 2020-30

Proposed Employment Agreement and Board Clerk/Account Clerk Manager Job Description (exhibit A).

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this day of _____ August, 2020, by and between the San Miguel Community Services District, a California community services district ("District"), and Tamara Parent, an individual ("Employee"). District and Employee may individually be referred to herein as "Party" or collectively as "Parties." There are no other parties to this Agreement.

RECITALS

- A. On January 17, 2014, Employee began employment with the District as an Account Clerk, a non-exempt position.
- B. On February 7, 2016, Employee was promoted to an Account Clerk 2/Operations Coordinator, a non-exempt position.
- C. On July 27, 2017, Employee was appointed as the Board Clerk/Account Clerk Manager for the District.
- D. The District, acting by and through the Board of Directors ("Board"), has evaluated Employee's knowledge, experience, administrative skills, and abilities, and desires to continue to employ Employee as Board Clerk/Account Clerk Manager pursuant to the terms of this Agreement.
- E. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as Board Clerk/Account Clerk Manager.
- F. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of California Government Code ("Government Code") section 53260 et seq.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. This Agreement shall be effective as of July 1, 2020, once executed by both the District and Employee ("Effective Date").

Section 3. Appointment, Duties, and Term.

Section 3.1. Appointment and Duties. The Board hereby appoints Employee to the position of Board Clerk/Account Clerk Manager, in and for the District to perform the functions and duties of the Board Clerk under the direction of the District General Manager (the "General Manager"). Employee accepts such appointment and employment pursuant to the terms of this Agreement. Employee shall further perform the functions and duties specified under the laws of the State of California, Resolutions of the District, and such other duties and functions as the General Manager may from time to time assign.

Section 3.2. Term. The term of this Agreement shall be for three (3) years from the Effective Date ("Term"). Two additional one (1) year extensions may be granted by the General Manager at the same terms.

No later than six (6) months prior to the expiration of the Term, the General Manager shall provide written notice to Employee as to whether the General Manager intends to extend or renegotiate this Agreement. If the contract is to be renegotiated, then negotiations shall commence no later than five (5) months prior to the expiration of the existing Agreement

Section 3.3. Duties. For the Term of this Agreement, Employee shall perform all associated duties, functions, and requirements of the Board Clerk/Account Clerk Manager in accordance with the terms of the Agreement and the Board Clerk/Account Clerk Manager job description, which is attached hereto as **Exhibit A**.

Section 3.4. Secondary Employment. Employee agrees to devote all of her productive time, ability and attention to the District's business. During the Term, Employee shall not hold any unapproved secondary employment, and shall be employed exclusively by the District, subject to any exceptions approved of in writing by the General Manager or the Board. Any secondary employment approved of by the General Manager or the Board shall not interfere with Employee's duties and responsibilities specified in this Agreement and must not create a conflict of interest with said duties. Employee has the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services shall not interfere with her duties at the District.

Section 3.5. Exempt Employee. The general business hours for District employees are Monday through Fridays, 8:30 a.m. to 4:30 p.m. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). Employee shall not receive overtime or extra compensation for hours worked outside of the District's general business hours, which are necessary to fulfill the duties of the position, unless otherwise provided in this Agreement.

Section 3.6. Schedule. Employee's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Board Clerk position includes attendance at evening Board meetings and frequent irregular hours, as necessary to meet deadlines and achieve objectives. The Board and the General Manager recognize that Employee must devote a great deal of her time outside normal office hours to business of the District and, to that end, will be allowed to adjust her weekly or daily schedule as the General Manager deems reasonable, so long as all objectives have been met and Employee averages eighty (80) hours per pay period. Paid leave may be used to fulfill the average of eighty (80) hours with the approval of the General Manager.

Section 3.7. No Property Right in Employment. Employee understands and agrees that the terms of her employment are governed only by this Agreement and that no right of employment for any specific term is created by this Agreement. Employee further understands that she acquires no property interest in her employment by virtue of this Agreement, and that she is not entitled to due process for any disciplinary actions, including termination.

Section 3.8. No Membership in Bargaining Unit. Employee understands that she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of District employees.

Section 4. Compensation and Evaluations.

Section 4.1. Base Salary. The District agrees to pay Employee an annual salary for fiscal year 2020-21 of Sixty-five Thousand Dollars (\$65,000) ("Base Salary"), payable in installments, at the same time the other District employees are paid. The Base Salary does not include any other benefits or supplemental pay Employee may be entitled to, as otherwise set forth in this Agreement.

Employee's Base Salary shall increase by two and a half percent (2.5%) annually on July 1st of each subsequent year of this Agreement, upon receipt of a satisfactory annual evaluation by the General Manger. If the General Manager fails to perform a timely evaluation for Employee, the annual increase will be retroactive to July 1st.

Section 4.2. Pro-rata Decrease. Employee acknowledges that the Base Salary may be subject to pro-rata decrease based on the Board's adoption of a District-wide unpaid Mandatory Furlough Program adopted as a budgetary measure. Employee's Base Salary shall not be decreased if Employee is required to work on Furlough days in order to meet minimum staffing.

Section 4.3. Reopener. The District or employee may reopen negotiations of this Agreement if:

- a) At the end of a given fiscal year the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, budgeted revenue for that fiscal year; or
- b) There are significant changes in the duties or responsibilities of Employee.

Section 4.4. Review and Evaluation. The General Manager agrees to review and evaluate Employee's performance of her duties pursuant to the terms of this Agreement ("Review and Evaluation") on not less than an annual basis, and to provide Employee with a written performance review. The annual Review and Evaluation shall be conducted no later than one (1) month prior to Employee's anniversary date of this Agreement each year, however, it may be conducted earlier or at the General Manager's discretion.

Section 5. Employment Benefits.

Section 5.1. Retirement Benefits. The District participates in the California Public Employees Retirement System ("CalPERS"). The District will continue to contribute to Employee's retirement at the rate which it is currently, and Employee will continue to pay Employee's share at her current rate, subject to any changes required by CalPERS during the Term of this Agreement.

Section 5.2. Medical Benefits. The District will contribute One Thousand Two Hundred Dollars (\$1,200.00) towards medical insurance benefits for Employee and her dependent(s), through CalPERS, pursuant to the terms in the District's Personnel Guidelines and Policies ("Personnel Policies"), existing as of the Effective Date of this Agreement. In the event Employee elects not to receive medical insurance from the District, Employee will receive Two Hundred Fifty Dollars (\$250) as taxable income per pay period in addition to her Base Salary. Employee shall provide documentation that they have healthcare provided through another source in order to receive the Two Hundred Fifty Dollar (\$250) benefit.

At such time as the District offers a cafeteria plan to District employees, Employee may elect to transfer the cash in lieu payment towards such cafeteria plan based on her eligibility.

The District will pay one hundred percent (100%) of vision and dental coverage for its employees only. Employees may enroll a spouse and dependents for the District's vision or dental coverage but shall be responsible for the benefit cost for any spouse or dependents enrolled in vision or dental coverage. The District shall provide payroll deductions for these expenses.

Section 5.3. Vacation. Employee shall be entitled to receive vacation hours based on the accrual rate set forth in the District's Personnel Policies. Employee's accrual rate shall be based on Employee's years of overall service with the District.

Section 5.4. Holidays. Employee shall be entitled to all holidays as provided in the District's Personnel Policies.

Section 5.5 Compensatory Leave Time. Employee is exempt from coverage under the Fair Labor Standards Act ("FLSA"). As such, she does not receive compensation for hours worked over forty (40) per week. The District recognizes that Employee must devote a great deal of time outside the normal office hours to District business. In recognition of the extra hours required, Employee shall receive forty (40) hours of compensatory leave per year, to be available at the commencement of each fiscal year (July 1st). Employee shall use compensatory leave time in the same manner as vacation time. Use of compensatory time off shall be approved by the General Manager. Compensatory leave may roll over to a maximum of eighty (80) hours. Compensatory time has no cash value; any unused compensatory leave shall not be cashed out at the end of the fiscal year or at separation.

Section 5.6. Sick Leave. Employee shall accrue sick leave at a rate of eight (8) hours per month, up to a maximum of ninety-six (96) hours per year. Employee shall not be entitled to cash out accrued sick time upon separation. Employee may convert unused accrued sick leave into service credits with CalPERS upon retirement pursuant to the applicable regulations effective at the time of retirement. Unused sick leave shall roll over annually and there shall not be a cap on sick leave accrual.

Section 5.7. Cell Phone Allowance. District shall provide a District-owned smart phone, with phone, text, and data plan, for use solely by Employee in her position as Board Clerk/Account Clerk Manager. If the District does not provide a District owned Smart Phone then the District will pay Employee \$50 per month phone stipend.

Section 5.8. Professional and Educational Development. The District agrees to budget on an annual basis for reasonable costs of travel and business expenses for Employee to attend trainings, seminars, and symposiums that are necessary or beneficial to the Board Clerk/Account Clerk Manager position, or for the continued operation of the District.

Section 5.9. Other Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits set forth in this Agreement. Any benefits listed in Sections 5.1-5.8 of this Agreement shall be in lieu of those benefits provided in the District's Personnel Policies. Any benefits not specifically listed in Sections 5.1-5.8 of this Agreement are enumerated in the District's Personnel Policies, which may be amended from time to time.

Section 6. Termination of Employment and Severance.

Section 6.1. Voluntary Resignation. Employee may resign at any time and agrees to give the District at least thirty (30) calendar days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If Employee retires from full time public service with the District, Employee shall provide three (3) months advance written notice. Employee's actual retirement date will be mutually established between the Parties. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the District shall pay to Employee all salary and benefit amounts, both accrued and owing under this Agreement.

Section 6.2. Termination by General Manager. The General Manager may terminate this Agreement and remove Employee from her position with the District at any time with cause. If Employee's termination is based on charges of misconduct that publicly stigmatizes her reputation or impairs her ability to earn a living, or might damage her standing in a community, she is entitled to a "name-clearing" hearing before the termination becomes effective, as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny. Within five (5) business days of the General Manager's notice to Employee of his or her intent to terminate her employment, Employee may make a written request for a "name-clearing" hearing before the Board in open session.

The "name-clearing" hearing is solely to provide Employee the opportunity to publicly clear her name, if she is entitled to such a hearing. The Board may determine whether the allegations contained in the notice of termination are supported. If the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to her position. In the event Employee does not request a "name-clearing" hearing before the Board, the General Manager's decision to terminate will be effective by the close of business on the fifth (5th) business day after the General Manager provided notice to Employee about his or her intent to terminate her employment.

Section 6.3. Termination for Good Cause. The District may at any time immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the District shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment, including but not limited to, any and all benefits the District is obligated to provide under federal or state law.

"Good Cause," for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the District;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Any conduct which violates the District's Personnel Rules and for which a District employee may be terminated;
6. Repeated, protracted, or unexcused absences from the Board Clerk/Account Clerk Manager's office and duties;

7. Willful destruction or misuse of District property;
8. Conduct that in any way has a direct, substantial, and adverse effect on the District's reputation;
9. Willful violation of federal, state discrimination laws or District discrimination rules;
10. Continued substance abuse which adversely affects performance of Employee's duties;
11. Refusal to take or subscribe any oath or affirmation which is required by law;
12. Disability that renders Employee unable to perform the essential functions of her job, with or without reasonable accommodation, which places an undue burden on the District;
13. Dishonesty;
14. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, the District's legitimate business interests; or
15. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by District.

Notwithstanding any provision in this Agreement to the contrary, the General Manager may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. The District shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties in accordance with California's Tort Claims Act (Government Code section 825 et seq.), and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The District may decline to defend or indemnify Employee only as permitted by the Government Code. The District may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment. Provided, however, that the District's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event the District provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse the District for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 8. Bonding. The District shall bear the full cost of any fidelity or other bonds required of Employee under any federal or state law or ordinance.

Section 9. Notices. Any notice or communication required hereunder between the District and Employee must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when

delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) business days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) business days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: San Miguel Community Services District
ATTN: General Manager
1150 Mission Street
San Miguel, California 93451

and

Churchwell White, LLP
ATTN: Douglas L. White
1414 K Street, 3rd Floor
Sacramento , CA 95814

If to Employee: San Miguel Community Services District
ATTN: Tamara Parent
1150 Mission Street
San Miguel, CA 93451
w/ cc: home address on file

Section 10. General Provisions.

Section 10.1. Modification of Agreement. This Agreement may be supplemented amended, or modified only by a writing signed by the District and Employee.

Section 10.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 10.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented, or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been

fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 10.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 10.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

Section 10.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 10.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

Section 10.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

Section 10.10. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of San Luis Obispo.

Section 10.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE DIRECTLY FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and DISTRICT as of the date of the Agreement set forth above.

DISTRICT:

EMPLOYEE:

By: _____
Rob Roberson, Interim General Manager
San Miguel Community Services District,
a California community services district

By: _____
Tamara Parent, an individual

Date: _____

Date: _____

Approved as to Form and Content:

By: _____
Counsel for the District

EXHIBIT A
Job Description



TITLE: BOARD CLERK/ACCOUNTS CLERK MANAGER
REPORTS TO: General Manager
PAY GRADE: Employment Agreement
FLSA: Exempt
CONFIDENTIAL: Yes

SUPERVISORY RESPONSIBILITIES

DIRECT: Bookkeeper, Account Clerk I, Account Clerk II/ Operations Coordinator
INDIRECT: None

MINIMUM QUALIFICATION REQUIREMENTS

Unless required by law, experience and education may be substituted for each other upon approval by the General Manager or their designee. Special District Board Secretary/Clerk Certificate shall be obtained through the California Special District's Association within the first twelve (12) months of employment.

EDUCATION: Education equivalent to graduation from high school. Valid California driver's license and proof of insurability are required. Standard First Aid and CPR certifications are required by the Special District's Risk Management Authority. Advanced Board Secretary/Clerk program certificate desirable.

EXPERIENCE: Minimum of three years' experience performing a variety of administrative support functions and working with computer applications or databases; ability to effectively utilize a personal computer and various computer applications; proven ability to organize and manage competing tasks and priorities. Minimum of two years' experience as a Board Clerk/Secretary for a Governmental Agency.

CONTACT RESPONSIBILITY

INTERNAL: Interaction with General Manager to receive specific work assignments, general direction, and have results reviewed.

EXTERNAL: Interaction with Board Directors, consultants, contractors, customers, vendors, and government agencies.

PHYSICAL REQUIREMENTS

Good hearing, eyesight, and speech; excellent ability to communicate, both verbally and in writing; ability to operate and utilize a personal computer; able to tolerate periods of continuous sitting; may, on an infrequent basis assist with lifting up to 25 pounds.

ENVIRONMENTAL CONDITIONS

Work is primarily performed within an enclosed office setting with lighting and ventilation. Subject to conversational noise from other personnel within the facility, along with standard background noise found in an office environment. Subject to long periods of sitting and exposure to computer screen. When performing work outside the facility, subject to variable weather conditions and possible exposure to heavy equipment, dust, fumes, odor, and noise. Appropriate personal safety equipment is provided.

DETAILED DUTIES AND RESPONSIBILITIES - ESSENTIAL FUNCTIONS

This at will, exempt position performs a wide variety of administrative functions related to maintaining the records of the San Miguel Community Services District ("District") Board of Directors ("Board"). This position is also responsible for Board Clerk duties, described in more detail below.

Must possess the ability to effectively organize and manage competing priorities, represent the District professionally, work cooperatively with members of the public, and supervise other administrative staff. Must be able to cross train and provide administrative back-up support as needed. Requires the ability to efficiently utilize a computer, computer software, data and applications, copy machine, and other office equipment. Must be able to compose reports or correspondence as required. Requires a working knowledge, understanding, and ability to communicate District policies and procedures to customers, both external and internal. A working knowledge and understanding of District safety rules and regulations, as well as active participation in the District's safety programs is necessary. Must maintain strict confidentiality of privileged information and effectively utilize District resources. Reliable, stable attendance is required.

The following tasks are typical for this classification. Incumbents may not regularly perform all of the listed duties or may be required to perform additional or different duties from those set forth below to address business or staffing needs and changing business practices, as defined by the General Manager.

% TIME TASKS

40% Board Clerk Functions

- Prepares minutes for all Board of Directors meetings and committee meetings;
- Drafts agenda for all Board of Directors meetings and committee meetings;
- Coordinates staff reports and resolutions to be included in the Board meeting packet;
- Revise and prepare resolutions and staff reports as needed to assist District General Manager
- Prepares and distributes Board of Directors' packet to Board Directors and relevant staff;
- Provides official notification of public notices for Board of Directors meetings and public hearings;
- Processes resolutions, contracts, and dissemination of Board actions; accordance with State and local laws
- Serves as the District's Elections Official; plans, organizes, and directs the conduct of District elections, in accordance with State and local laws, including initiative, referendum, or recall elections;
- Serves as the Filing Officer/Filing Official under the provisions of the Political Reform Act and the Fair Political Practices Commission, as it pertains to the filing of campaign statements and Statements of Economic Interests for all elected officials and designated employees;
- Serves as the custodian of official District records, including Board minutes, resolutions, ordinances, agreements, contracts, deeds, and bonds;
- Serves as the designated recipient of official documents such as claims, lawsuits, subpoenas, and bids;
- Certifies and records District documents;
- Maintains department files and records in accordance with approved records retention schedules.
- Assists Director of Utilities and District Engineer with grant funding documentation and processing.
- Acting Board Clerk for the District Ground Water Sustainability Agency

30% Billing (Board Clerk shall be responsible for the General Billing duties during such time an Account Clerk is unavailable.)

- Maintains deposit records of all monies, cash, and checks for all District departments;
- Deposit all funds into the District bank accounts on a regular schedule;
- Processes utility billing for all new construction;
- Produces and sends water and sewer bills to residents based on meter reads for water and sewer usage;
- Processes Point N Pay credit card daily;
- Drafts water and sewer rental deposit reports;
- Maintains adjustment journals for water accounts;

- Maintains utility billing journal vouchers;
- Drafts cash receipting and billing summaries;
- Ensures monthly water and sewer usage totals match up with billing totals;
- Maintains accounts receivable;
- Processes payments from residents for water or sewer billing.

20% Assists with the creation and maintenance of regulatory reports:

- Gathers and collates information into Water Quality Reports;
- Evaluates data from Systems Operation staff for errors and organizes the information for reports;
- Participates in the preparation and completion of the annual Electronic Annual Report and submittal to State regulatory agencies.

10% General Administrative Support (Board Clerk shall be responsible for the General Administrative Support duties during such time an Account Clerk is unavailable.)

- Maintains District website;
- Provides administrative and project support to the General Manager, department supervisors, or staff;
- Suggests policy changes in order to streamline department operations;
- Answers inquiries involving department procedures, activities, and functions;
- Schedules and coordinates meetings, appointments, and events, including the completion of event registration and travel arrangements;
- Edits and proofreads department memos, reports, policies, and Board-related correspondence;
- Performs copying, faxing, filing, and other administrative tasks;
- Assists District personnel with meeting preparations, set-up, and clean-up;
- Distributes department incoming mail and organizes outgoing mail;
- Provides back-up support for the District front desk, including assisting customers, taking messages and relaying calls, receiving payments, and operating the cash drawer;
- Prepares, presents, and administers the "Administrative" budget.

DETAILED DUTIES AND RESPONSIBILITIES - NON-ESSENTIAL FUNCTIONS

Performs all related duties as assigned by the General Manager.

RESOLUTION NO. 2020-30

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM
GENERAL MANAGER TO RE-APPOINT TAMARA PARENT AS THE DISTRICT’S
BOARD CLERK/ACCOUNT CLERK MANAGER AND APPROVING THE
EMPLOYMENT AGREEMENT**

WHEREAS, Tamara Parent has served as the San Miguel Community Services District (“District”) Board Clerk/Account Clerk Manager since 2017; and

WHEREAS, in the capacity of Board Clerk/Account Clerk Manager, Parent has satisfactorily achieved the goals and aims of the District and the Interim General Manager;

WHEREAS, the proposed Board Clerk/Account Clerk Manager Employment Agreement thoroughly describes the rights and obligations of the District and the Board Clerk/Account Clerk Manager, and is attached hereto as Exhibit A; and

WHEREAS, the Board Clerk/Account Clerk Manager Job Description thoroughly describes the duties assigned to the Board Clerk/Account Clerk Manager, which is attached hereto and incorporated as an attachment to Exhibit B.

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution authorizing the Interim General Manager to execute an employment agreement with the Board Clerk/Account Clerk Manager to extend her employment pursuant to the terms and conditions of the employment agreement attached hereto as Exhibit A.

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

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

the foregoing Resolution is hereby passed and adopted this 27th day of August, 2020.

Ashley Sangster, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, Interim General Manager
Counsel

Douglas L. White, District General

EXHIBIT A
Agreement
EXHIBIT B
Job Description



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: X-4

SUBJECT: Review and approve Resolution 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement existing water lines in the L street alleyway in an amount not exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

RECOMMENDATION: Approve Resolution No. 2020-32 authorizing the Director of Utilities to contract with Monsoon Consultants to provide plans and specifications for the replacement existing water lines in the L street alleyway in an amount not exceed \$6,500 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

Earlier this year the County of San Luis Obispo provided a listing of overlay and sealing work to be performed over the next three years.

Several of the roads on the Overlay list are within the District for the Fiscal years 2021-22 and 2022-23. Of these road sections, Road 6022 (Mission Street alley) between San Luis Obispo Road and 10th street is of the most concern.

In this particular road section, there are two mains, a 3” and 4”, which connect near 10th street. These lines are undersized and need to be replaced if they are replaced prior to, or in conjunction with the County overlay project, it could mean significant savings to the District.

The request at this time is to develop plans and specifications for the replacement of the aforementioned water line segment.

This item is to authorize contracting with Monsoon Consultants to provide engineering services in order to prepare plans and specifications.

Grant programs will be solicited to attempt to identify viable funding sources, however, some funding sources require shovel ready projects.

The Board will approve release for bidding and approve of grant or other funds at a later date.

FISCAL IMPACT

Approval will authorize a budget adjustment of \$6,500 from Capital reserve to Professional Services Engineering. (50-326)

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities
Attachment: Resolution 2020-32

RESOLUTION NO. 2020-32

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE
DIRECTOR OF UTILITIES TO CONTRACT WITH MONSOON CONSULTANTS TO
PREPARE PLANS AND SPECIFICATIONS FOR THE REPLACEMENT OF EXISTING
WATER LINES IN THE L STREET ALLEYWAY IN AN AMOUNT NOT TO EXCEED
\$6,500 AND AUTHORIZE A BUDGET ADJUSTMENT FROM CAPITAL RESERVE TO
PROFESSIONAL SERVICES ENGINEERING (50-326) IN THE SAME AMOUNT**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain the communities public water supply and distribution system; and

WHEREAS, replacement of water infrastructure is essential for the longevity of the water system and protection of public health; and

WHEREAS, replacement of this waterline is identified in the 2017 Water and Wastewater Master Plan; and

WHEREAS, the District Board of Directors authorizes the Director of Utilities to contract with Monsoon Consultants to develop plans and specifications for the replacement of these water line segments; and

WHEREAS, the Board approved the proposal by Terrain in the amount not to exceed Six thousand Five hundred dollars (\$6,500) to be paid with water capital funds; and

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

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of August 2020.

Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



Proposal
 Invoice
 Change Order No.
 Work Authorization

Submitted To:		Project Information:	
Client:	San Miguel Community Services District	Project Name:	Engineering, Construction Documentation & Permitting for Replacement Water Mains in Alley Between 10 th St and San Luis Obispo Rd
Attn:	Kelly Dodds / Director of Utilities	Project No.:	2020.07.008
Address:	1150 Mission Street San Miguel, California 93451	Proposal Date:	July 31, 2020
E-mail:	kelly.dodds@sanmiguelcsd.org	Location:	San Miguel, California
Phone:	(805) 467-3388	Owner:	San Miguel CSD
Fax:	N/A		

Monsoon Consultants (MONSOON) Hereby Submits: Our fee proposal and work authorization for Engineering, Construction Documentation & Permitting for Replacement Water Mains in Alley Between 10th St and San Luis Obispo Rd

Basic Scope of Work

The San Miguel Community Services District Director of Utilities has requested a proposal from MONSOON to provide design, engineering, construction documentation & permitting assistance for the replacement of a section of existing waterline, comprised of parallel 4" & 3" pipes, with a single 6-inch PVC C-900 water main. The subject waterline segments are located within the alley right-of-way between 10th Street and San Luis Obispo Road. It is understood that the subject alley right of way has other overhead and buried utilities, including sanitary sewer, that will have to be accommodated in the design development process.

The scope of services to be provided shall be generally described as follows:

- Data Collection
 - Initial Data Acquisition: Collect data from existing utility records to incorporate protection and/or relocation of potentially affected utilities into the design of the proposed improvements. Monsoon will work with District staff to have the buried utilities within the project corridor.
 - Topographic Survey: Monsoon will identify the scope of work and coordinate the activities of a third party surveyor who will perform topographic survey for the design work, including the following: Establish vertical and horizontal control on established datum's and perform topographic survey as required to develop our design and produce construction and bidding documents.
- Engineering Preliminary Design
 - MONSOON will consult and coordinate with District staff to establish design criteria, pipeline alignments and sizes. MONSOON will utilize topographic mapping, utility atlas data, field inspection, "As-Built" construction drawings, District staff institutional knowledge, and applicable regulations, to develop recommendations for design criteria, recommended alignments, constructability, utility avoidance and water service disruption avoidance.



- Engineering Final Design
 - Preparation of Construction Documents: For purposes of this proposal, MONSOON plans on submitting a 90% Construction Document set for District review prior to the Final Bid Documents. The design drawings will be 24"x36" design plan sheets in conformance with District and County design standards, and include the following, at a minimum:
 - A. Cover Sheet
 - B. General Site Plan
 - 1. All topographic features, including utility alignments, hydrants, valves, and appurtenances will identified, as well as locations of service connections, and other topographic features deemed appropriate.
 - 2. All streets and existing ROW / easements.
 - C. Waterline Plan and Profile
 - 1. Include pipe size, material, and overall length
 - 2. Locate appurtenances such as hydrants, fittings, service connections, etc.
 - 3. Location of other utilities which may be affected during the construction process.
 - D. Miscellaneous Details
 - 1. Sheets will contain details on items, as necessary. Wherever possible, District Standards and/or other San Luis Obispo County Standard details and specifications will be used to minimize the need for specialized equipment detailing.
 - Technical Specifications: MONSOON will prepare technical specifications and combine with the District's upfront general specifications for a complete set of biddable construction documents. This will include reviewing the District's upfront portion and incorporating the appropriate project specific information. Technical specifications and the complete bidding document package will be included at the 90% Construction Document submittal.
 - Bid Schedule and Engineer's Estimate: Along with the final plans and specifications, the MONSOON team will prepare a bid schedule and an accompanying Engineer's Estimate of Probable Cost to give the District an idea of what the project will cost to construct. This estimate will be included in the 90%, and final submittal packages.
 - Coordination Meetings: The MONSOON design team will meet to review the 90% submittal drawings with District staff upon review to go over comments, questions, and items to incorporate into the final package.
- Permitting Assistance
 - Prepare permit applications for the County of San Luis Obispo right-of-way encroachment permit. (Note: Permit fees are not included in the cost estimates provided below)
- Bidding & Construction Support
 - Attend Pre-Bid meeting and respond to bidders' questions. Issue Addendums as required. Attend bid opening and prepare a bid tabulation, including a recommendation for contract award. Assist the District in contract award and contract documentation.
 - Respond to RFI's: The MONSOON design team will respond to RFI's during the bidding period and throughout the construction period regarding the design.
 - Preparation of Record Drawings: The MONSOON design team will incorporate mark-ups delivered by the District from the Contractor into the CAD drawings. Final deliverable to the District will include a PDF file, CAD files, and a hard copy set of the drawings.
 - Necessary Redesign based on field conditions: The MONSOON design team will redesign as necessary based on actual field conditions encountered during the project. If necessary, MONSOON will prepare Field Orders and / or Change Orders as appropriate.
 - Additional Construction Support: Other services that may be included are review of submittals, permit compliance, SWPPP compliance, construction management, or construction inspection. For purposes of the proposal, no time is attributed to these services, and they can be performed on a time and materials to a maximum basis or other amount estimated based on services selected by the District.
- Meetings & Reports
 - MONSOON will participate in coordination and progress meetings as may be required to ensure that the project is progressing efficiently and that the District staff is satisfied with project progress and quality. Our project manager will attend all meetings, at the request of the District.

Items Not Included in Scope of Work

It should be noted that any costs required for any other services not specifically described in the Basic Scope of Work description above are not included in the estimated fee and if requested by the client will be subject to a contract



addendum. There will be a requirement for a 3rd Party Surveyor to perform a pre-design topographic survey. Monsoon will provide the scope of work for the survey and assist the District in the procurement of the surveyor, but the cost of the survey shall be borne as a separate cost to the District. In addition to the 3rd Party Surveyor, there may be a requirement for environmental review services. Any costs associated with environmental and/or soils investigations or review are not included in the fee estimate presented below.

Fee

MONSOON's fees for the scope of services described herein shall be based on manhours expended by staff, billed at the hourly rates presented below. Under no circumstances will the total cost of services to be provided by MONSOON, which are directly related to this matter, exceed \$6,500.00, without prior authorization from the client. In addition, the County of San Luis Obispo right-of-way encroachment permit fees are not included in the fee estimate.

Labor Rates

Principal Engineer / Hydrologist	\$145.00 / Hr.
Staff Engineer / Scientist	\$135.00 / Hr.
Engineer-in-Training	\$110.00 / Hr.
Senior Designer / GIS Technician	\$120.00 / Hr.
Associate Designer / GIS Technician	\$90.00 / Hr.
Technical/ Clerical Support Staff	\$75.00 / Hr.

Schedule

MONSOON can initiate the scope of work described herein, immediately upon receipt of a Notice to Proceed.

Limit of Liability

Neither MONSOON, its employees, nor MONSOON'S sub-consultants and their agents or employees shall be jointly, severally, or individually liable to the owner in excess of the compensation to be paid pursuant to this agreement or of Twenty Five Thousand Dollars (\$25,000.00), whichever is greater, by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Please return a signed copy of this proposal to authorize us to proceed with the project and authorization of payment.

Blaine T. Reely

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

 July 31, 2020

Date

Acceptance by Client:

 Client's Signature

 Date

 Printed Name

 Firm/Company (Printed)



QUALIFICATIONS

PROPOSAL

1. Proposals are valid for thirty (30) consecutive calendar days from the date of MONSOON's signature, after which MONSOON reserves the right to reevaluate its proposal with respect to, but not limited to, costs, schedules, delays, scope of work, etc.
2. Proposals do not include any overtime charges unless specifically stated.
3. Proposals do not include reimbursable charges unless specifically stated.
4. Proposals do not include costs for permits, fees, taxes, and plan review processes of governing jurisdictions. Such costs will be considered as reimbursable charges.
5. Reimbursable charges are added charges to proposal value indicated.
6. Proposals are based on a defined and agreed upon scope of work and schedule.

INVOICE

1. Invoice payment is due within thirty (30) business days from date of MONSOON'S invoice.
2. Remit payment with a copy of this form for proper processing.
3. Make all checks payable to MONSOON CONSULTANTS.
4. Payments are past due the 31ST business day from the date of MONSOON'S invoice, after which a penalty of one and one-half percent (1 1/2%) of the unpaid balance will be assessed per month until payment in full is received, including penalty assessments.

CHANGE ORDER

1. Change order represents a change in the original scope of work for which MONSOON was contracted.
2. Change order may be due to many reasons such as, but not limited to, change in technical scope, schedule, costs, delays, permits, fees, travel, etc.
3. Change order does not change the basic language of the original contract for which the change order is addressed.
4. Change order may or may not show the associated cost for the work described. If a cost is not shown, it is agreed that both parties will meet to finalize the cost prior to completion of work defined in the change order.
5. Change orders must be signed by MONSOON and the Client or Client's authorized representative.
6. Acceptance by Client or Client's authorized representative constitutes authorization to proceed with the work associated with the change order and Client further agrees to fully compensate MONSOON for the work.
7. Change order date is the date of acceptance by the Client or Client's representative.
8. Acceptance signatures are considered by MONSOON to be binding for the Client.

WORK AUTHORIZATION

1. Work authorization date is the signature date of the Client or Client's authorized representative.
2. Acceptance signatures are considered by MONSOON to be binding for the Client.
3. Work authorization in conjunction with a proposal or change order constitutes acceptance of the proposal or change order.
4. **MONSOON WILL NOT PROCEED WITH THE WORK OR INCUR ANY COSTS ASSOCIATED WITH A PROPOSAL OR CHANGE ORDER WITHOUT AN ACCEPTANCE SIGNATURE FOR WORK AUTHORIZATION.**



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: X-5

SUBJECT: Review and approve Resolution 2020-33 authorizing the Director of Utilities to contract with Terrain to provide land surveying services for the replacement existing water lines in the L street alleyway in an amount not exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

RECOMMENDATION: Approve Resolution No. 2020-33 authorizing the Director of Utilities to contract with Terrain to provide land surveying services for the replacement existing water lines in the L street alleyway in an amount not exceed \$3,800 and authorize a budget adjustment from capital reserve to Professional Services Engineering in the same amount.

Earlier this year the County of San Luis Obispo provided a listing of overlay and sealing work to be performed over the next three years.

Several of the roads on the Overlay list are within the District for the Fiscal years 2021-22 and 2022-23. Of these road sections, Road 6022 (Mission Street alley) between San Luis Obispo Road and 10th street is of the most concern.

In this particular road section, there are two mains, a 3” and 4”, which connect near 10th street. These lines are undersized and need to be replaced, if they are replaced prior to, or in conjunction with the County overlay project, it could mean significant savings to the District.

The request at this time is to develop plans and specifications for the replacement of the aforementioned water line segment.

This item is to authorize contracting with Terrain to provide land surveying services in order to prepare plans and specifications.

Grant programs will be solicited to attempt to identify viable funding sources, however some funding sources require shovel ready projects.

The Board will approve release for bidding and approve of grant or other funds at a later date.

FISCAL IMPACT

Approval will authorize a budget adjustment of \$3,800 from Capital reserve to Professional Services Engineering. (50-326)

PREPARED BY:

Kelly Dodds

Kelly Dodds, Director of Utilities
Attachment: Resolution 2020-33, Terrain Proposal

RESOLUTION NO. 2020-33

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE
DIRECTOR OF UTILITIES TO CONTRACT WITH TERRAIN TO PROVIDE LAND
SURVEYING SERVICES FOR THE REPLACEMENT OF EXISTING WATER LINES
IN THE L STREET ALLEYWAY IN AN AMOUNT NOT TO EXCEED \$3,800 AND
AUTHORIZE A BUDGET ADJUSTMENT FROM CAPITAL RESERVE TO
PROFESSIONAL SERVICES ENGINEERING (50-326) IN THE SAME AMOUNT**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility to maintain the communities public water supply and distribution system; and

WHEREAS, replacement of water infrastructure is essential for the longevity of the water system and protection of public health; and

WHEREAS, replacement of this waterline is identified in the 2017 Water and Wastewater Master Plan; and

WHEREAS, the District Board of Directors authorizes the Director of Utilities to contract with Terrain to perform the necessary surveying to develop plans for the replacement of these water line segments; and

WHEREAS, the Board approved the proposal by Terrain in the amount not to exceed Three thousand eight hundred dollars (\$3,800) to be paid with water capital funds; and

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

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

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

the foregoing Resolution is hereby passed and adopted this 24th day of August 2020.

Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel

August 11, 2020

San Miguel CSD
1150 Mission Street
San Miguel, Ca 93451

ATTN: Kelly Dodds

Re: Waterline Rehab Project, Alley between 10Th and 11th Street, San Miguel, Ca

References: 1. "Survey Bounds" prepared by Monsoon Consultants

Kelly,

Thank you for requesting this proposal from **Terrain** for land surveying services for your waterline project in San Miguel, Ca. Pursuant to your request we have prepared a proposal outlining services and associated fees.

PROJECT UNDERSTANDING

Terrain will function as the land surveyor on your design team for the preliminary phase of this project. We will work in concert with you, and other design team consultants.

If any portion of the following "Scope of Work" appears unnecessary or inaccurate, do not hesitate to request further clarification or revision to this document. Our general tasks are as follows:

SCOPE OF WORK

Task 1: Topographic Survey work

Terrain will complete one Topographic Survey representing points located in the field for the area within the Right of Way for the alley connecting 10th Street and San Luis Obispo Road immediately west of Mission Street. Our services include fieldwork necessary to show right of way, property lines and develop one surface model to generate 1-foot contours for this alley way. We will use CA State Plane Zone 5 NAD 83 coordinates and NGVD 88 elevations. Evidence of surface utilities will be shown, however we cannot guarantee the location or configuration of unobserved underground lines and facilities.

Terrain will produce one Topographic Survey and one ASCII file for your use in preparing the civil engineering design representing the following:

1. Trees with a trunk diameter of 4" inches or greater (measured 4 feet above existing grade).
2. Above ground evidence of utilities, including manholes, clean outs, catch basins, water valves, fire hydrants, light standards, telecommunications boxes, electric boxes and public utility poles.
3. Existing structures
4. Existing fences and walls (where applicable, walls will note both the top and toe elevations).
5. Record property boundary, no corner monuments will be set.
6. Contours at one-foot intervals.

Terrain

Terrain

Off-site topography is subject to **Terrain** being provided with access into the neighboring properties.

Estimated Fee: \$3,800

Assumptions:

This estimate is based upon assumptions which may be found invalid by the actual field survey, calculations, or record and title review as the survey progresses. These assumptions include: availability of monumentation based on record information, mathematical accuracy of record maps and deeds, consistency of record data to measured data, access to adjacent parcels for field survey, absence of problems or errors in title report, absence of gaps, overlaps, encroachments, adverse possession claims or conflicts with adjacent deeds. Please be advised that should any of these assumptions prove invalid, the cost of the survey may increase. Where unexpected developments increase the cost of the work, Terrain shall make a reasonable effort to contact the client and discuss changes.

TERMS OF SERVICE AND COMPENSATION

Terrain will perform these services as described herein, and in accordance with the enclosed Standard Provisions of Agreement (7/16/2013 revision), incorporated herein as Exhibit A. Additional client expenses, charged at 1.1 times the actual cost, may include title report fees, UPS charges, film processing microfilm charges and other reasonable and customary charges and fees necessary to accomplish this work.

Travel & expenses are in addition to the fee. Reasonable and customary business expenses, such as telephone, copy charges, delivery costs, mileage, airfare, taxicabs, auto rentals, meals and lodging will be included on invoices.

You will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. If an invoice remains unpaid thirty (30) days after the date of the invoice, you agree that **Terrain** has the right to discontinue services and apply service charges.

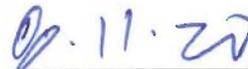
If this proposal is acceptable and you agree with the terms and conditions, please sign, date and return both originals to our office. We will return a fully executed copy to you, after we review any changes that you suggest. Work will commence upon the execution of this contract. This proposal shall be valid for 30 days from the date hereof. Once again, thank you for requesting a proposal from **Terrain**.

Sincerely,

Terrain Group, inc.



Paul Reichardt, President



Date

Terrain

P.O. Box 1197, Cambria, CA 93428
cell (805) 441-3152
paulr@edainc.com

ACCEPTED

I have read the above, and the attached Exhibit A – Standard Provisions of Agreement (7/16/13 revision), incorporated herein by reference, and agree to the terms and conditions set forth in this proposal.

Signature

Date

Printed Name

Title

Exhibit A
Standard Provisions of Agreement
Between Client and Terrain

Client and **Terrain** agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and **Terrain**.
2. This agreement shall not be assigned by either client or **Terrain** without the prior written consent of the other
3. This agreement contains the entire agreement between client and **Terrain** relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and **Terrain**.
4. **Terrain's** waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition or covenant, or the breach of any other term, condition or covenant.
5. If any term, condition or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and **Terrain**.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. **Terrain** shall only act as an advisor in all governmental relations.
8. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by **Terrain** as instruments of service shall remain the property of **Terrain**. **Terrain** shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
9. Client acknowledges that its right to utilize the services and instruments of service provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement including but not limited to payment terms, and client has performed all obligations under this agreement. Client further acknowledges that **Terrain** has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provided pursuant to this agreement.
10. Client and **Terrain** agree to cooperate with each other in every way on the project.
11. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. **Terrain** makes no representations concerning soil conditions unless specifically included in writing in this agreement, and **Terrain** is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by **Terrain**, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by **Terrain**. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by **Terrain** and waives liability against **Terrain** for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by **Terrain**. If **Terrain's** work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
14. **Terrain** has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless **Terrain** is responsible for such early termination, client agrees to release **Terrain** from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by **Terrain** be suspended, abandoned, or terminated, client shall pay **Terrain** for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.
15. If the scope of services to be provided by **Terrain** pursuant to the terms of this agreement include an

ALTA survey, client agrees that **Terrain** may sign the ALTA Survey Statement attached hereto and incorporated herein by reference. In the event that **Terrain** is required to sign a statement or certificate which differs from the ALTA Survey Statement contained in the attachment, client hereby agrees to indemnify and hold **Terrain** harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in the attachment.

16. If the scope of services to be provided by **Terrain** pursuant to the terms of this agreement include the preparation of grading plans, but exclude construction staking services, client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings pursuant to local grading ordinances and client will be required to retain such services from another consultant and pay **Terrain** pursuant to this agreement for such services as extra work in accordance with Provision 27.

17. **Terrain** shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

18. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which **Terrain** may have for the performance of services pursuant to this agreement. Client agrees to separately provide to **Terrain** the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide **Terrain** with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for **Terrain**'s services is to be made on behalf of client by a third-party lender, client agrees that **Terrain** shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If client fails to pay **Terrain** within thirty (30) days after invoices are rendered, client agrees **Terrain** shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of **Terrain** under this agreement are

suspended or terminated. In such event, client shall promptly pay **Terrain** for all fees, charges, and services provided by **Terrain**. **Terrain** will not be responsible for increased costs or other damages resulting from work stoppage, non-delivery of work product as a result of client's failure to timely pay for professional services.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

22. Client agrees that the periodic billings from **Terrain** to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies **Terrain** in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (11/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. Client further agrees that payments made to **Terrain** will be applied to late payment charges first (if any) that is owed by client, and then to client's principle balance due.

24. If **Terrain**, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.

25. Client understands that **Terrain** has no control over the decisions or approvals of public authorities having jurisdiction over the project. Therefore, Client agrees that **Terrain** is not and shall not be responsible for damages or liability of any nature arising directly or indirectly from the decisions or approvals of public authorities having jurisdiction over the project.

26. In the event **Terrain**'s fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation

27. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.

28. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than **Terrain**, the cost of restaking shall be paid for by client

as extra services.

29. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by **Terrain** for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services; client acknowledges that such staking services will be performed by others and that client will defend, indemnify, and hold **Terrain** harmless from any and all claims arising from or resulting from the performance of such staking services by other persons or entities except claims caused by the sole negligence or willful misconduct of **Terrain**; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of **Terrain**.

30. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

31. Client acknowledges and agrees that if **Terrain** provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client as extra work in accordance with Provision 27.

32. **Terrain** is not responsible for delay caused by activities or factors beyond **Terrain's** reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of **Terrain's** services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond **Terrain's** reasonable control occur, client agrees **Terrain** is not responsible in damages nor shall **Terrain** be deemed to be in default of this agreement.

33. **Terrain** shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters,

annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

34. In the event that client institutes a suit against **Terrain**, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, the prevailing party shall be entitled to all costs of defense, including attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense.

35. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

36. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which **Terrain's** principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.

37. **Terrain** makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs.

38. Client acknowledges that **Terrain** is not responsible for the performance of work by third parties including, but not limited to, municipal and private agencies, the construction contractor and its subcontractors.

39. **Terrain** makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

40. Estimates of land areas provided under this agreement are not to be considered precise unless **Terrain** specifically agrees to provide the precise determination of such areas.

41. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications and documents or does not follow recommendations or reports prepared by **Terrain** pursuant to this agreement, which changes are not consented to in writing by **Terrain**, client acknowledges that the changes and their effects are not the responsibility of **Terrain** and client agrees to

release **Terrain** from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless **Terrain**, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

42. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time of preparation of **Terrain's** services. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be performed by others and client will defend, indemnify and hold **Terrain** harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of **Terrain**; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of **Terrain**.

43. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold **Terrain** harmless from any and all liability, real or alleged, in connection with the performance of services on this project, excepting liability arising from the sole negligence of **Terrain**.

44. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify **Terrain** and engage **Terrain** to prepare the necessary clarifications, adjustments, modifications or other changes to **Terrain's** services or work product before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify **Terrain** pursuant to the provisions of this

paragraph.

45. In recognition of the relative risks and benefits of the Project to both the Client and **Terrain**, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in aggregate, of **Terrain** and **Terrain's** officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever of claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by **Terrain** under this Agreement, or the total amount of \$50,000, whichever is lesser. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

46. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law, neither the Client nor **Terrain** and their respective officers, directors, partners, employees, contractors or subcontractors shall be liable to the other or make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profits, loss of business, loss of income, loss of reputation, extended rent, extended mortgage payments or any other consequential damages that either party may have incurred. This waiver shall apply to any legal theory plead including, but not limited to, negligence, strict liability, breach of contract, and breach of express or implied warranty. Both Client and **Terrain** shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts or subcontracts with others involved in the project.

47. Client acknowledges that **Terrain's** scope of services for this project do not include any services related in any way to asbestos and/or hazardous waste. Should **Terrain** or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect **Terrain's** services, **Terrain** may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. (a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding **Terrain's** fees pursuant to

this contract, and if the fee dispute cannot be settled by discussions between client and **Terrain**, both client and **Terrain** agree to attempt to settle the fee dispute by mediation before recourse to litigation.

The cost of said mediation shall be split equally between the parties. Mediation arising out of or relating to this agreement may include, by consolidation, joinder or in any voluntary manner, any additional person not a party to this agreement by mutual agreement of the parties. Any consent to mediation involving an additional person or persons shall not constitute consent to mediate any dispute not described therein. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

(b) Subdivision (a) does not preclude or limit **Terrain's** right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit **Terrain's** right to elect to perfect or enforce applicable mechanics lien remedies.

49. If the Owner fails to make payments to **Terrain** in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at **Terrain's** option, cause for suspension of performance of services under this Agreement. If **Terrain** to suspend services, prior to suspension of services, **Terrain** shall give seven days' written notice to the Owner. In the event of a suspension of services, **Terrain** shall have no liability to

the Owner for delay or damage cause the Owner because of such suspension of services. Before resuming services, **Terrain** be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of **Terrain's** services. **Terrain's** fees for the remaining services and the time schedules shall be equitably adjusted.

50. If the Project is suspended by the Owner for more than thirty (30) consecutive days, **Terrain** shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, **Terrain** shall be compensated for expenses incurred in the interruption and resumption of **Terrain's** services. **Terrain's** fees for the remaining services and the time schedules shall be equitably adjusted.

51. If the Project is suspended or **Terrain's** services were suspended for more than 90 consecutive days, **Terrain** may terminate this Agreement by giving not less than seven days' written notice.

52. This Agreement may be terminated by the Owner upon not less than seven days' written notice to **Terrain** for the Owner's convenience and without cause.

53. In the event of termination not the fault of **Terrain**, **Terrain** shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in the next paragraph.

54. Termination Expenses are in addition to compensation for the services of the agreement and include expenses directly attributable to termination for which **Terrain** is not otherwise compensated, plus an amount for **Terrain's** anticipated profit on the value of the services not performed by **Terrain**.



San Miguel Community Services District Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: XI-6

SUBJECT: Fire Department Temporary Housing Unit Continuation.

RECOMMENDATION: Discuss options for providing a Temporary Fire Department Staffing Housing Unit including space for a Sheriff's Beat Station.

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. Additionally, the project shall include a "Sheriff's Beat Station" within the temporary housing unit.

Assistant Chief Scott Young developed a building specification for a turnkey housing unit including site preparation and complete setup. Specifications and request for pricing were forwarded to Modular Home Sales (MHS) and Advantage Homes for preliminary pricing. A 3rd supplier capable of providing a similar produce is currently being researched. MHS has provided a preliminary cost for a turnkey unit. Once a 3rd supplier has been located an official bidding process shall be initiated.

Contact was established with Undersheriff Voge and Commander Donovan regarding the project. Both support the project; however, it is unclear if any financial support will be available at this time.

The owner of the property for the proposed location of the housing unit was contacted regarding lease terms. We are awaiting a response as of August 20, 2020.

STAFF RECOMMENDATION.

Continue with a formal bidding process for the Temporary Housing Unit securing an actual cost for turnkey unit.

Contact a local designer to furnish design documentation required to present to project proposal to the County for approval.

Continue conversations with the property owner resulting in a land lease agreement for the proposed project location.

114
FISCAL IMPACT:

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

Anticipated cost to produce design documentation is projected to be between \$2,000.00 and \$3,000.00.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: XI-7

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

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

CURRENT STATUS:

WWTF

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

COMPLIANCE – Based on the 1st quarter 2020 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *July* the plant averaged 160,274 gallons per day (80% of hydraulic design capacity) with a max day of 188,416 gallons (94% of hydraulic design capacity)

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

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

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.

- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
 - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On June 18, 2020 The Central Coast Regional Water Quality Control Board release it's DRAFT General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The DE has participated in four virtual meetings to discuss this DRAFT order with Waterboard staff and other dischargers that will be subject to this order when it is finalized. The District WWTP, including the planned expansion / renovation will be subject to the requirements in this order

TEMPORARY OFFICE TRAILER

- The office trailer was donated by Pleasant Valley School and received on 8/7/2020.
- Staff will be cleaning up the inside/ outside and repairing areas that had prior water damage as needed.
- Funds for repairs will be paid out of existing budget line items, no additional funds are requested at this time.
- This temporary office will:

- Serve as the temporary office space for Director of Utilities until a permanent office is built, alleviating the current crowded office currently shared by the Fire Chief, Asst Fire Chief and Director of Utilities.
- Provide office space for the Field and Wastewater Operators
- Provide onsite office and meeting capabilities during the construction of the WWTF Expansion

AERATOR PROJECT

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

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

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

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Engineering - \$170,740 (Reimbursable through the IRWM Grant) (\$112,000 received to date)

GRANT FUNDING

Awarded

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

Applied for/ to

- Started discussion with SLO County on the potential for CDBG funds to help pay for construction. The application is in process.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction

- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for \$14.5M in funding through the Small Community Funding Program on May 5, 2020.

NEXT STEPS:

WWTF

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

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

Based on discussions with the DE, we have initiated the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2020, with the goal of having financing in place to advertise and award a construction project in 2021.

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

AERATOR PROJECT

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

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining— 7 months

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

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

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Director of Utilities

Blaine Reely _____

Blaine Reely, Monsoon Consultants



San Miguel Community Services District

Board of Directors Staff Report

August 27, 2020

AGENDA ITEM: XI-8

SUBJECT:

Review and Discussion the San Miguel Community Services District Board Members' Handbook, Chapter 4.A Board Member Compensation.

RECOMMENDATION:

Review, Discuss and provide Direction

DISCUSSION:

The Board of Directors have requested that the Board Handbook be brought before the Board for review.

The San Miguel CSD Board of Directors are currently entitled to a \$100 a month stipend for attending the regularly scheduled board meeting in its entirety. When this was originally proposed in 2015, special meetings were few and far between with agendas that were consistently lighter.

With the rapid growth of the community and a never-ending onslaught of new state demands and regulations, the workload of CSD Directors has increased. Board agendas have become significantly longer with meetings lasting on average 4 to 5 hours. Over the previous two years, the district has embarked on major policy reviews including updating all district ordinances, groundwater sustainability plans, master plan updates, a sewer plant upgrade and negotiated several new contracts.

Several of these projects are expected to continue for the next few years and staff has had to ask for special meetings because of the backlog of agenda items. The board has averaged 19 days a year since 2018, resulting in a defacto two meeting a month schedule. There has also been cases where board members received no compensation despite attending several special meetings in a single month because they missed the regular meeting.

The San Miguel CSDs Board is currently the lowest paid governing board serving the community of San Miguel. The breakdowns are as follows:

1. San Miguel CSD: \$100 a month for attending the regular meeting

2. San Miguel Cemetery Board: \$150 a month
3. San Miguel School Board: \$120 a month
4. Paso Robles School Board: \$300 a month plus health insurance.

The language being proposed in the handbook will help the district be in line with state law regarding director compensation. Subsequently, the language will not only create several triggers to suspend any board stipend if the board mismanages the district's finances, but also has safety mechanisms to ensure that the board is not getting paid unnecessarily.

Alternatively, the CSD could make compensation for \$100 a month as long a director attends a meeting regardless if it is a special or regular meeting. This option would have no fiscal impact.

While the proposal would result in a budgeted increase of \$30,000 a year to budget code 111, the realistic cost would be more about \$5,000 a year; this is based off the 22 separate days the board met in 2019.

FISCAL IMPACT

If the proposed increase is \$30,000 to Board compensation will require the following adjustments

Fund/ object	Original Budget	Increase	Total Adjusted budget
20-111 (BOD Stipend)	\$1,380	\$6,900	\$8,280
30-111 (BOD Stipend)	\$120	\$600	\$720
40-111 (BOD Stipend)	\$2,160	\$10,800	\$12,960
50-111 (BOD Stipend)	\$2,220	\$11,100	\$13,320
60-111 (BOD Stipend)	\$120	\$600	\$720

PREPARED BY:

Anthony Kalvans

Anthony Kalvans, Director

Attached: Board Members' Handbook Passed 1-23-2020

Chapter 4: District Finances

A. Board Member Compensation

Pursuant to Government Code section 61047, Board members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board members may waive their stipends as provided by state lawⁱ, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

Per Day of Service. The following types of authorized functions are eligible for compensation. Compensation does not stack (i.e. a special meeting and a regular board meeting in the same day):

1. Regularly scheduled board meetings.
2. One (1) special meeting a month.
3. Subsequent special meetings in excess of two (2) hours.
4. Emergency meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district. Members attending must deliver a written report to the board of directors regarding the member's participation at the next board of directors' meeting following the training program.
6. Board appointed regional meetings that are not already reimbursed. Board members attending must deliver a written report to the board of directors regarding the member's representation at the next board of directors' meeting following the public meeting or public hearing.

Forfeiture of Stipend. A Board member will not be eligible for a stipend under the following conditions:

1. For the relevant Board meeting if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) in the middle of that Board meeting, or fails to attend the entire Board meeting, without a Board-approved excused absence.
2. No board member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:
 - a. Half of all departments are running negative budget balances for two (2) consecutive years.
 - b. If the total operating cash reserves are depleted below 10% of the operating budget.
 - c. If the district declares bankruptcy.
 - d. Existing departmental staff are laid off due to budget problems.

3. Two (2) unexcused Absences will result in a forfeiture of the Board member's stipend for the remainder of the fiscal year.

Additional Requirements. As a condition of receiving board stipends, the collective board shall undergo a yearly board analysis by the board as a whole.

Additional Compensation. Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 60147(b) and shall be brought before the voters at a regularly scheduled election.

B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for members to undertake official District business. Eligible expenses include travel expenses, including meals for Board members, and mileage reimbursement, which are made for District business.ⁱⁱ Donations to organizations are not eligible, nor are meals, for individuals other than Board members.

C. Expenditure Guidelines

Any expense must be related to District affairs.ⁱⁱⁱ Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

ⁱ Gov. Code, § 61047.

ⁱⁱ Gov. Code, § 53232.2

ⁱⁱⁱ *Ibid.*