



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

John Green, President
Anthony Kalvans, Director

Gib Buckman, Director

Joseph Parent, Vice President
Ashley Sangster, Director

THURSDAY, September 27, 2018
6:30 P.M. closed session 7:00 P.M. opened session
BOARD OF DIRECTORS REGULAR MEETING AGENDA

SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451

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

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

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

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.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: Green___ Parent___ Buckman___ Kalvans___ Sangster___**
- IV. **Approval of Regular Meeting Agenda:**

M_____ S_____ V_____

- V. **ADJOURN TO CLOSED SESSION: Time:_____**

A. CLOSED SESSION AGENDA:

- I. **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*

- 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

- 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:**

- 1. **Discuss and consider approving Ordinance 01-2018, an ordinance of the San Miguel Community Services District (“District”) allowing residents to conserve water by either implementing water-efficient landscaping or eliminating the water of existing landscaping. Second Reading (Schweikert)**

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

M_____ S_____ V_____

- IX. **Staff & Committee Reports – Receive & File:**

Non-District Reports:

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

District Staff & Committee Reports:

- | | | | |
|----|--------------------------|----------------|--------|
| 6. | Interim General Manager | (Mr. Roberson) | Verbal |
| 7. | District General Counsel | (Mr. White) | Verbal |

8.	District Engineer	(Dr. Reely)	Report Attached
9.	Director of Utilities	(Mr. Dodds)	Report Attached
10.	Fire Chief	(Chief Roberson)	Report Attached

X. CONSENT CALENDAR:

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

1. **Review and Approve Board Meeting Minutes**
 - a) 6-28-2018 Revised - Regular Board Meeting
 - b) 8-23-2018 Regular Board Meeting

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

M _____ S _____ V _____

XI. BOARD ACTION ITEMS:

1. **Review, Discuss, Receive and File the Enumeration of Financial Report for August 2018**
 - a) Claims Detail Report 8-2018
 - b) Statement of Revenue Budget vs Actuals 8-2018
 - c) Statement of Expenditures Budget vs Actual 8-2018
 - d) Cash Report for Payrolls 8-2018

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

M _____ S _____ V _____

2. **Approve resolution No. 2018-28 accepting and closing out the SLT Well Blending Line Project with the County of San Luis Obispo (Reely)**

Recommendation: Approve resolution No. 2018-28 accepting and closing out the SLT Well Blending Line Project with the County of San Luis Obispo

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

M _____ S _____ V _____

3. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds/ Reely)**

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

Public Comments: (Hear public comments)

4. **Review and approve Resolution 2018-30 approving proposal from Monsoon Consulting for development of the engineering studies for the expansion of the WWTF and Ground water recharge in an amount not to exceed \$177,750 funded through an IRWM grant. (Dodds/Reely)**

Recommendation: Approve resolution 2018-30 authorizing the Director of Utilities to enter into a contract with Monsoon Consulting for development of engineering studies for the expansion of the WWTF and Ground water recharge in an amount not to exceed \$177,750 funded through an IRWM grant. (Dodds/Reely)

M_____ S_____ V_____

5. **Review and approve resolution 2018-29 authorizing the Director of Utilities to enter into a contract with Terrain in the amount not to exceed \$15,300 for boundary survey and development of an aerial topographic map of the existing WWTP and the expansion property. This will be funded through the WWTF/ GW Recharge Study budget item and is reimbursable through the IRWM grant. (Dodds/Reely)**

Recommendation: Approve resolution 2018-29 authorizing the Director of Utilities to enter into a contract with Terrain in the amount not to exceed \$15,300 for boundary survey and development of an aerial topographic map of the existing WWTP and the expansion property. This will be funded through the WWTF/ GW Recharge Study budget item and is reimbursable through the IRWM grant.

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

M_____ S_____ V_____

6. **Review and authorize the District Engineer to prepare and submit a Community Development Block Grant (CDBG) application for the replacement of the 10th and 11th street water lines on behalf of the District (Reely)**

Recommendation: Authorize the District Engineer to prepare and submit Community Development Block Grant (CDBG) application for the replacement of the 10th and 11th street water lines on behalf of the District

M_____ S_____ V_____

7. **Review and approve resolution 2018-31 authorizing the General Manager to close the Bank account at Rabobank and transfer the remaining funds to the capital reserve account at Pacific Premier Bank.**

Recommendation: Approve resolution 2018-31 the General Manager to close the Bank account at Rabobank and transfer the remaining funds to the capital reserve account at Pacific Premier Bank.

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

M_____ S_____ V_____

XII. BOARD COMMENT:

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

XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 10-25-2018

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 SMCS D office on September 21, 2018

Date: September 21, 2018

Rob Roberson 9-14-2018 Approved

Rob Roberson, Fire Chief/Interim General Manager

John Green 9-14-2018 Approved

President Green, SMCS D

Tamara Parent 9-14-2018 Approved

Tamara Parent, Board Clerk/ Accounts Manager



San Miguel Community Services District

Board of Directors Staff Report

September 27, 2018

AGENDA ITEM: VIII-1

SUBJECT:

Discuss and adopt Ordinance 01-2018, an ordinance of the San Miguel Community Services District (“District”) allowing residents to conserve water by either implementing water-efficient landscaping or eliminating the water of existing landscaping.

RECOMMENDATION:

Discuss and adopt Ordinance 01-2018.

PRIOR ACTION:

On August 23, 2018, this Ordinance was brought before the District Board of Directors (“Board”), the full text of the Ordinance was read out loud, the Board held public comment, and the Board voted to bring the Ordinance back for a second reading and adoption at the September Board meeting.

DISCUSSION:

California has recently emerged from a five-year drought. The drought brought with it new laws, in the form of the California Sustainable Groundwater Management Act, emergency declarations, and new laws affecting homeowners’ associations prohibitions against water-restricted landscaping options. At the behest of Governor Brown, state agencies adopted the Water Action Plan, in response to the then ongoing drought, in an attempt to improve the reliability and resilience of our water supplies. This plan was a roadmap for the first five years of California’s journey to sustainable water management. A major goal in achieving success is to make conservation in California a way of life.

Although Governor Brown lifted the drought state of emergency in April 2017, new legislation signed by Governor Brown in May 2018 is aimed at ensuring conservation remains a pillar of California policy. Governor Brown believes the legislation, Assembly Bill 1668 and Senate Bill 606, build upon the goals within the Water Action Plan. Although the effects of the new laws

will not be felt by the District until at least 2020, the District recognizes the harm to residents when dramatic changes occur on short notice.

Even in the current 2017-2018 fiscal year, rainfall remains below average. Although the Paso Robles Basin did manage to receive 80 percent of the average annual rainfall, the Paso Robles Basin remained at 27 percent of average, until the storms of March 2018 passed through. As a result, the District believes it is necessary to implement a new water conservation ordinance aimed at landscaping within the District.

During Governor Brown's declared drought state of emergency, homeowners' associations ("HOAs") were prohibited from fining owners for failing to water their lawns. Additionally, HOAs were prohibited from preventing the replacement of existing landscaping with low water-using landscaping, including the use of AstroTurf-like lawn surfaces. Now that the emergency has passed, HOAs may once again prohibit the installation of low water-using landscaping and require lawn watering.

Several members of the community have expressed concerns the HOAs in which they reside may decide to enforce landscaping rules again, especially against residents who did not install new landscaping but instead opted to end watering of the landscaping. This Ordinance is intended to allow greater conservation of water in the District, while prohibiting HOAs from taking actions not consistent with this Ordinance.

The District may enact such ordinances under the power of the California Constitution and Water Code section 375. Civil Code section 4205 explicitly subjects all HOA rules to the authority of local laws.

FISCAL IMPACT:

Adoption of the proposed Ordinance has little to no financial impact on the District. Potentially, a decision to not water a lawn could reduce water consumption and thus reduce income to the District; however, the rate study was based on usage during the drought and thus unlikely to have a significant impact on District revenues.

STAFF RECOMMENDATION:

Discuss and adopt Ordinance No. 01-2018. Upon adoption, staff must publish the Ordinance in a newspaper of general circulation within 15 days. The Ordinance will become effective 30 days after adoption.

Attachments:

Ordinance No. ____-2018 – An ordinance of the San Miguel Community Services District
Allowing Residents to Conserve Water by Either Implementing Water-Efficient Landscaping or
Eliminating the Watering of Existing Landscaping.

PREPARED BY:

Douglas L. White, District Counsel

ORDINANCE NO. 01-2018

**AN ORDINANCE OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
ALLOWING RESIDENTS TO CONSERVE WATER BY EITHER
IMPLEMENTING WATER-EFFICIENT LANDSCAPING OR ELIMINATING
THE WATERING OF EXISTING LANDSCAPING**

WHEREAS, on January 20, 2000, the County of San Luis Obispo Local Agency Formation Commission formed the San Miguel Community Services District (“District”) subject to the Community Services District Law, Government Code section 61000. The initial powers of the District included fire, water, sewer, and lighting.

WHEREAS, California Constitution, article X, section 2, and California Water Code section 100, provide that because of conditions prevailing in the state of California (the “State”), it is the declared policy of the State that the general welfare requires that the water resources of the State shall be put to beneficial use to the fullest extent of which they are capable, the waste or unreasonable use of water shall be prevented, and the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare; and

WHEREAS, pursuant to California Water Code section 106, it is the declared policy of the State that the use of water for domestic use is the highest use of water and that the next highest use is for irrigation; and

WHEREAS, pursuant to California Water Code section 375, the District is authorized to adopt and enforce a water conservation program to reduce the quantity of water used by persons within its jurisdiction for the purpose of conserving the water supplies of the District; and

WHEREAS, on April 7, 2017, Governor Brown lifted the state of emergency related to the then ongoing drought that prohibited homeowners’ associations from fining owners for a failure to maintain the vegetation or grass areas and prohibited any prohibitions against replacing such areas with low water-using plants or artificial turf; and

WHEREAS, homeowners’ associations involve a series of agreements referred to as the Covenants, Conditions, & Restrictions (“CC&Rs”) applicable to the land within the development. Section 4205 of the Civil Code explicitly renders that agreement subordinate to local laws; and

WHEREAS, residential homeowners’ associations are prohibited by Section 4735 of the Civil Code from enforcing any CC&Rs that have the effect of restricting

compliance with any limitation on the use of water adopted pursuant to Section 375 of the Water Code; and

WHEREAS, on May 31, 2018, Governor Brown signed into law both Senate Bill 606 and Assembly Bill 1668, imposing significant future reductions in water use by the citizens of the State, with specific regulation regarding rural water services, such the District, to be proposed by January 1, 2020; and

WHEREAS, because of the prevailing conditions in the State and the declared policy of the State, the District hereby finds and determines that it is necessary and appropriate for the District to promote water conservation to reduce the quantity of water used by consumers within the District to ensure that there is sufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, the District Board of Directors hereby finds and determines that it is desirable to codify the rules and regulations governing its actions, and the actions of persons using and consuming water within the District, particularly during declared water shortages and water shortage emergencies, to protect the general welfare and the District's water supplies, and to reduce water consumption in accordance with the declared policies and laws of the State.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT DOES ORDAIN AS FOLLOWS:

Section 1. Water Conservation Findings

The District Board of Directors finds and determines the following:

- A. A reliable water supply is important to the livelihood of the District.
- B. To prevent waste and ensure reasonable use of water supplied by the District and to protect and promote the public health, safety, and welfare, it is necessary and desirable to enact an ordinance to promote certain conservation options within the District.
- C. Reducing water usage through water conservation measures protects and promotes the public health, safety, and welfare, by conserving a vital resource that is subject to ever-increasing demands.
- D. California has recently experienced a historic drought which demonstrated the importance of water conservation within the State.
- E. The District is subject to ongoing litigation over ground water rights within the Paso Robles Basin, calling into question the District's right to pump water.

- F. In 2014, the State adopted its California Water Action Plan to promote sustainable water management practices.
- G. In 2018, the State adopted Assembly Bill 1668 and Senate Bill 606, both of which will result in the dramatic curtailment of indoor water use in California.
- H. In light of these action, the District adopts this water conservation ordinance to protect the health, safety, and welfare of the community.

Section 2. Exterior Landscaping

- A. It is the policy of the District to promote water conservation through promoting exterior landscape choices, whether or not there is an ongoing drought, or a declared state of emergency caused by a drought. When replacing existing vegetation or lawns, the following choices shall be permitted by this Ordinance:
 - a. The use of low water-plants in lieu of traditional landscaping. Such installations may include the use of indigenous plants native to the San Luis Obispo and Monterey County areas.
 - b. The use of artificial turf products to replace existing grassy areas.
 - c. A combination of (a) and (b).
- B. Owners may choose to conserve water by not watering their exterior landscaping, even if the result of the conservation is the browning or death of plants within the landscaping.
- C. During times of a declared drought emergency, the installation of new grassy areas or high water-use plants shall be prohibited.

Section 3. Effect on Homeowners Associations with The District

- A. The District has adopted this Ordinance pursuant to section 375 of the California Water Code. It is the intent of the District for this Ordinance to ensure the protections of Civil Code section 4735 with respect to any homeowners' associations governing documents.
- B. To the extent homeowners' associations' governing documents do not interfere with compliance with this Ordinance, the District does not intend to interfere with those architectural or landscaping guidelines.



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

John Green, President
Joseph Parent, Vice President
Gib Buckman
Anthony Kalvans
Ashley Sangster

Re: DISTRICT ENGINEER REPORT - SEPTEMBER 2018

Gentlemen:

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

OVERVIEW

The District produced approximately 8.9 MGAL (11,991 CCF) of water during the month of August 2018. This represents a decrease of approximately 18% from the prior month. No major failures or unexpected major expenditures were encountered within the water, wastewater or street lighting systems during the month.

MEETING PARTICIPATION

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

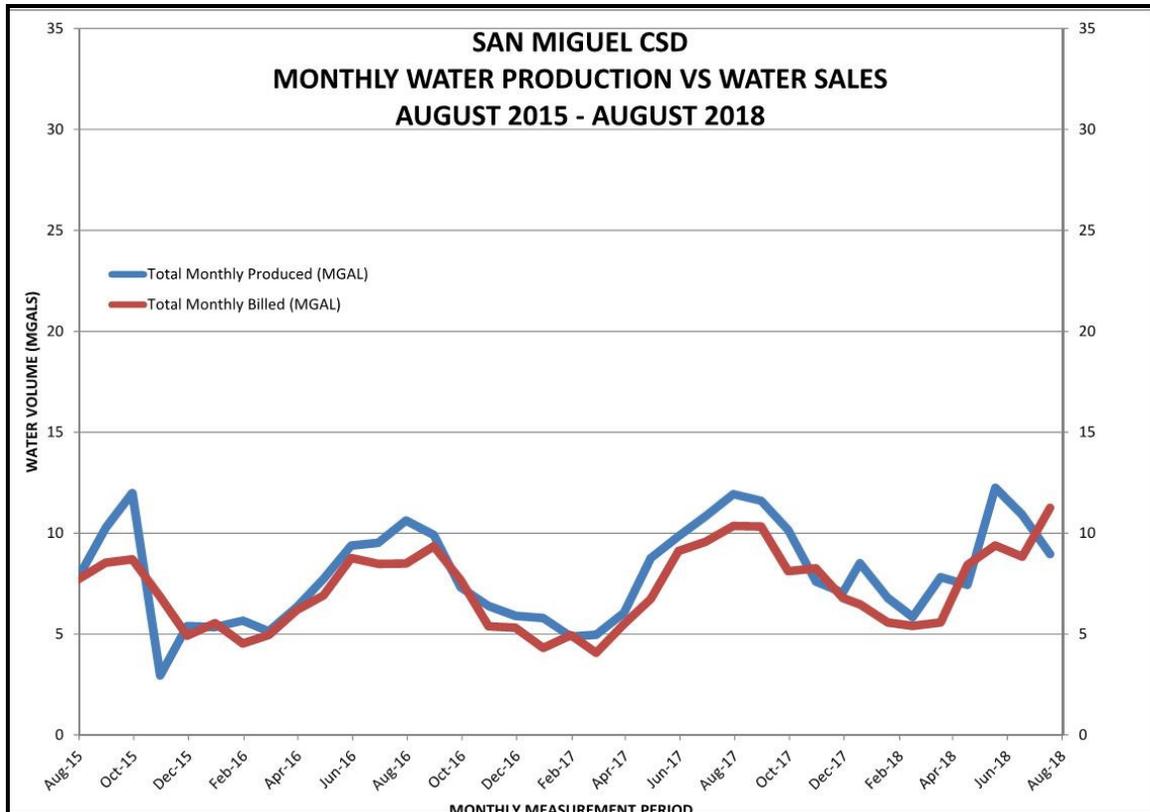
1. August 28, 2018: The DE participated in a bi-weekly meeting between all Paso Robles Groundwater Basin GSP coordination committee staff members committee in which the GSP consultant team presented a summary of the initial DRAFT Chapters 4 of the GSP.
2. August 30, 2018: The DE participated in a meeting with representatives of J. Lohr Vineyards & Wines to discuss the potential for the District providing a source of treated wastewater effluent for their vineyard irrigation use on properties on the east side of the Salinas River, in the Estrella area.

CIVIL ENGINEERING / HYDROLOGY

3. August 31, 2018: The DE met with the County of San Luis Obispo staff to review the SLT Arsenic Blending Line project documentation to coordinate close-out of the CDBG grant that the District received for this project.
4. September 5, 2018: The DE participated in a bi-weekly meeting between all Paso Robles Groundwater Basin GSP coordination committee staff members and the GSP Consultant team to discuss GSP status, the preliminary water budget for the Paso Robles groundwater basin, and an introductory discussion of the measurable objectives for the basin.
5. September 6, 2018: The DE participated in a meeting with representatives of Vino Farms to discuss the potential for the District providing a source of treated wastewater effluent for their vineyard irrigation use on properties on the west side of Highway 101, northwest of town.
6. September 6, 2018: The DE participated in a follow-up meeting with representatives of J. Lohr Vineyards & Wines to discuss the potential for the District providing a source of treated wastewater effluent for their vineyard irrigation use on properties on the east side of the Salinas River, in the Estrella area.
7. September 10, 2018: The DE met with County of San Luis Obispo Staff to discuss the Integrated Regional Water Management (IRWM) program and requested that the SMCSO WWTP Expansion project be included for consideration for the next round of IRWM Implementation Grant Funding. Our project was scored, and the project has been included on the list for grant funding consideration.
8. September 12, 2018: The DE participated in a regular meeting of the Paso Robles Groundwater Basin GSA cooperative committee in which the GSP consultant team presented a summary of the initial DRAFT Chapter 4 of the GSP and preliminary information regarding Schedule, Groundwater Conditions, Water Budgets, Sustainable Management Criteria, Monitoring Data and De Minimis Extractors.
9. September 13, 2018: The DE participated in a bi-weekly meeting between all Paso Robles Groundwater Basin GSP coordination committee staff members and the GSP Consultant team to discuss GSP status, groundwater model update status, Schedule, Groundwater Conditions, Water Budgets, Sustainable Management Criteria, Monitoring Data and De Minimis Extractors within the Paso Robles groundwater basin.
10. September 13, 2018: The DE attended a workshop which was hosted by the County of San Luis Obispo in which the details for the 2019 CDBG Grant Funding Program were presented. Based on the information presented at the workshop, the DE recommends that the District consider submitting a CDBG Grant application for the 10th & 11th Street Waterline Replacements. This project has already been designed and plans / specifications have been prepared.

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. San Lawrence Terrace Arsenic Blending Pipeline & Tank Improvements: The contractor (Whitaker Construction Group, Inc.) has completed all work on the project. The final project / CDBG Grant close-out paperwork will be presented to the Board at the September 2018 regular meeting for project acceptance.
2. WWTP Aeration System Upgrade: Under the terms of an agreement between the District and the County, their consultant has completed a study to evaluate design alternatives for improvements to the WWTP aeration system. As part of the project, four (4) different aeration systems were evaluated with considerations given to treatment & energy efficiency, installation & operational costs, and compatibility with the existing WWTP. In addition, the consultant evaluated various headworks alternatives for the facility. The engineering phase of this project has been completed at no cost to the District. The County's consultants have 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 SLO County Energy Watch and PG&E staff is working on preliminary paperwork for "On Bill" Financing for this project. Once the design criteria are determined for the WWTP expansion 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. If the District elects to move forward with the recommendations, the cost of the improvements will be paid for through future energy cost savings.

3. Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Engineering Study: We have been notified that the District is the recipient of \$177,750 Prop 1 IRWM DAC Involvement Grant Funds which will be used to fund a Wastewater Treatment Plant Upgrade and Recharge Basin Study. The DE has initiated work on this project. Because of the DAC status, no matching funds are required. The following milestones are anticipated for completion during the 3rd Quarter of 2018:
 - Complete Data Collection / Document Review
 - Identify and Assess WWTP upgrade / expansion alternatives
 - Prepare Preliminary Draft of WWTP Upgrade / Expansion Engineering Report
 - Initiate hydro-geologic analysis of potential recharge basin locations

The DE will submit a proposal to the Board at the September 2018 regular meeting to complete the subject engineering study. All work to be performed in conjunction with the subject engineering study will be reimbursable from the \$177,750 Prop 1 IRWM DAC Involvement Grant Funds.

Regarding additional funding, we have submitted a grant application to the DWR for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. We have been assigned a project manager at the DWR and the DWR has reviewed our submittal and found it to be complete with the exception of the 2016 – 2017 audited financials. These will be submitted as soon as they are available. We are currently in the process of investigating other grant funding opportunities for the permitting and construction phases of the plant expansion.

4. SLT 6-inch A.C. Waterline Replacement: A major break a 6-in asbestos cement pipeline occurred on January 7, 2018. The DE has prepared Engineering Plans & Specifications to allow the District to solicit bids from qualified contractors to replace the existing waterline between Oak Drive and the SLT Water Tank. The DE and Director of Utilities have attended two meetings with the property owners to discuss the acquisition of a utility easement. The property owners have asked their engineers to evaluate a phased approach for the development to determine how, when and if they want to proceed with development. The DE sent correspondence in on July 9th requesting a status update on their phased development proposal. The property owners responded on August 8, 2018 indicating that they are moving forward with a proposal for a phased development plan. The DE has requested an update regarding the project schedule.
5. Water Storage Reservoir Access Road Improvements: The DE has initiated work on this project and has met with the neighboring landowner to obtain access for the topographic survey. The surveyor installed the necessary ground control in early September and the aerial mapping sub-contractor flew the site on September 10, 2018. We are awaiting receipt of the topographic mapping in order to begin an analysis of roadway improvement alternatives.

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 infrastructure and home construction has begun with approximately 15 homes currently underway.
- b) Tract 2779 (Nino - 34 lots) –All underground utilities have been installed and the contractor is currently performing site grading in preparation for paving operations.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial two (2) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The HydroMetrics GSP Consultant Team continues to work on the development of the Paso Robles Groundwater Basin GSP. The DE has participated in periodic meetings of the GSA cooperative committee staff and the consultant team and has contributed information / data as requested by the consultant team for incorporation into the GSP. Draft copies of the first three (3) chapters of the GSP were distributed to the District Board members for their August 23rd meeting. A Draft copy of Chapter 4 will be distributed to District Board members for their September 27, 2018 regular meeting.

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

September 18, 2018

Date



SAN MIGUEL COMMUNITY SERVICES DISTRICT UTILITY REPORT

8-18-18 Thru 9-21-2018

AGENDA ITEM# IX.9

Well Status:

- Well 4 is fully operational - Well Level 108' 9-20-18
- Well 3 is fully operational - Well Level 120' 9-18-18
- SLT well is in service

Water System status:

Water leaks this month:0 This year: 10

Water related calls through the alarm company after hours this month: 0 this Year: 2

Sewer System status:

Sewer overflows this month: 0 this year: 0

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

- The District was advised of a sewer backup and spill at 1530 L street, it was investigated, and the occupant was advised of what needed to occur to rectify the situation. If the occupant and the other two homes that are connected to the same lateral do not comply in the repair, it will need to be completed by the district and billed to the property owners.

WWTP status:

- An issue was raised on 1/8/18 that the WWTP lights need to be adjusted as they are visible from Homes on Mission street. We will be adjusting them to minimize the impact on the homes on Mission street and still maintain necessary light at the plant once a lift is available to reach them.

State Water Resources Control Board (SWRCB):

-

Ongoing Billing Audit:

- 6 services identified to investigate
- 6 services investigated
- 5 changes to water service billing
- 5 changes to sewer service billing
- 15 water accounts were identified that do not have sewer service where it is available.
- 78 water accounts were identified that do not have sewer service where it is not available

Billing related activity:

- **Total active accounts**
 - 856 water accounts
 - 727 wastewater accounts
- **Overdue accounts**
 - 97 accounts 30 days past due for August billing period
 - (11% of total accounts, this is same as July billing period)
 - 63 door hangers issued after attempting to contact the past due account holders
 - (65% of total past due accounts, this is UP from July billing period)
 - 1 accounts shut off for non-payment
 - (1% of total past due accounts, this is the same as the July billing period)
- **Meter changeouts**
 - 26 Meters changed since July 1st
 - Meters changed for age, mechanical defects, radio operability issues

Lighting status:

- Following is the initial list sent to PG&E for new street lights
 - On K street across from 1010 K street, first wood pole on the west side of K street north of 10th street
 - On 11th street at L / K street alley on the South West Corner, there is a wood pole with no #
 - On 9th Street at L / Mission Street alley on the South West corner, pole # 120025159
 - On 9th street at L / K Street alley on the south west corner Pole # 431773
 - 10th and mission south west corner pole # 110336395
 - On 12th street at L / K street alley south west corner there is a wood pole there with no #
 - On Lubova way pole # 120025354
 - Next to 1212 N Street on 12th street, pole # 120173810

Project status:

- Continuing raising valves and manholes around town.
- SLT Blending line is Complete Staff is working on finalizing the required paperwork to submit for reimbursement from the County and HUD

WWTP expansion and Aerator Upgrade

- See agenda item for ongoing information

SCADA:

- Nothing to report

“N” St Property Acquisition:

- Requested an update from SLO Co Real Property Management on the status of the transfer. - They are currently polling other county departments to insure there isn't a need within the county for this property. (8/2018)

Solid Waste:

- Nothing to report

SLO County in San Miguel:

- Nothing to report

Speed and Sight issues on North River Road:

- As discussed last month, the county will be painting the curb red to improve the sight distance and also installing visual feedback signs to advise drivers of their speed coming across the bridge to the 35 MPH zone.

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. We have received notice of road closures; notices are available in the office. South Mission street onramp is closed and will remain closed for the next few months until the new bridge is built. (1-2018)

Rain in San Miguel:

1-8/9-18	2"
2/28-3/4	1.5"
3/21	3.5"

PREPARED BY:

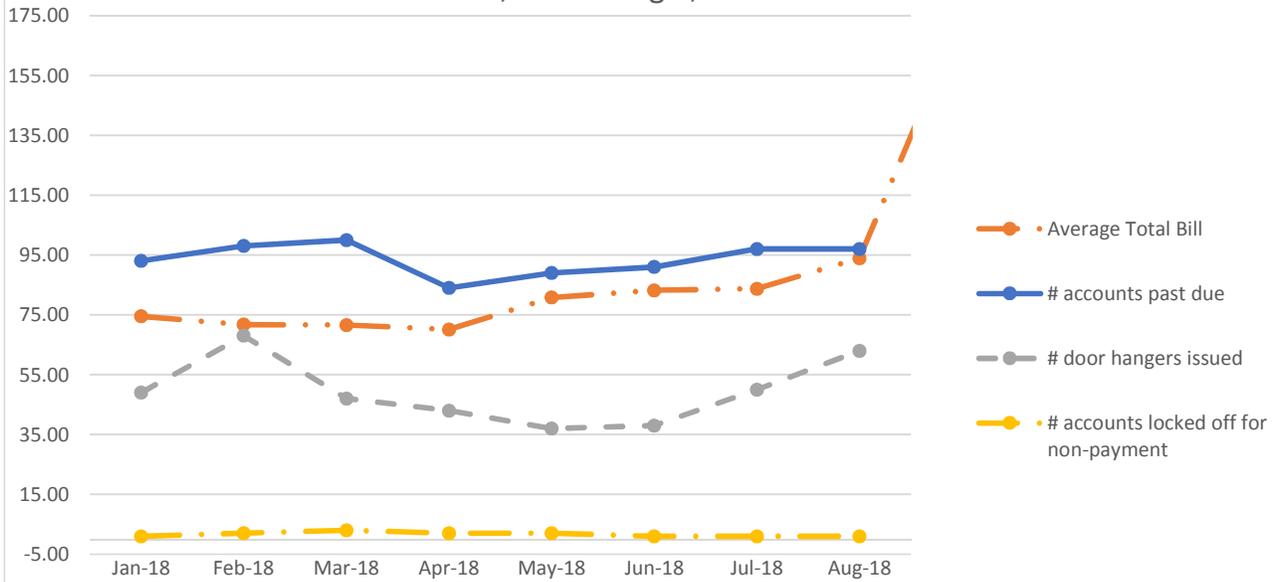
Kelly Dodds

Kelly Dodds

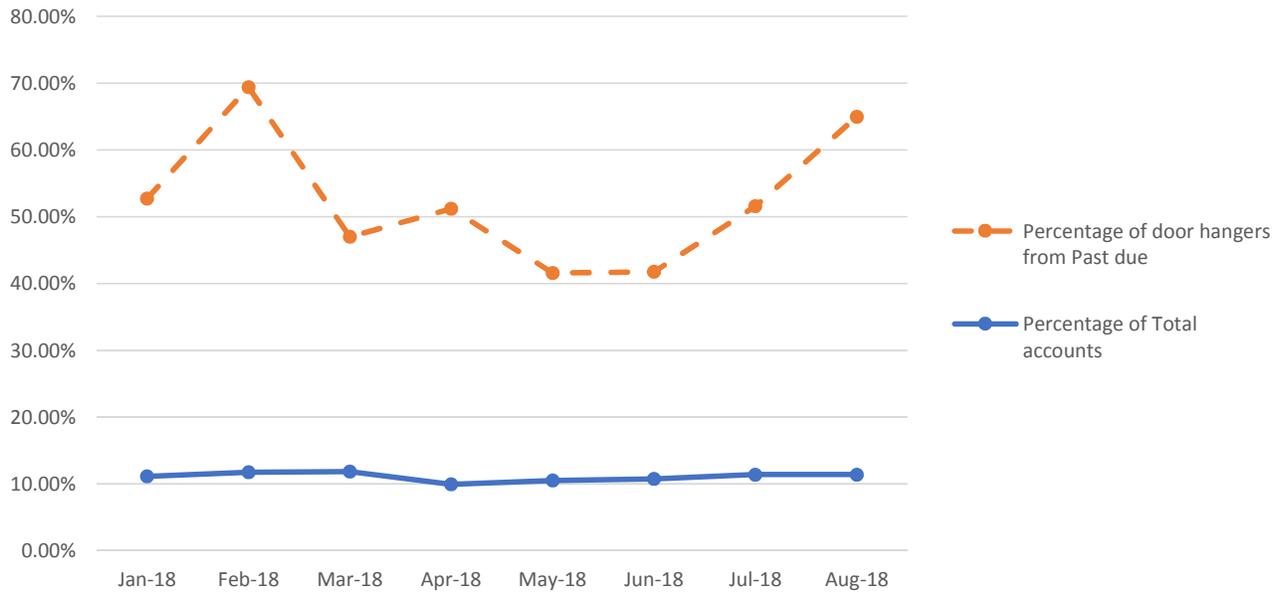
Director of Utilities

Date: September 21st, 2018

San Miguel CSD
Past Due, Door Hanger, shutoff Counts



San Miguel CSD
Percentage of Door hangers resulting from Past Due accounts



San Miguel Community Services District Board of Directors Meeting



Staff Report

September 27th, 2018

AGENDA ITEM: IX 10

SUBJECT: Fire Chief Report for August 2018

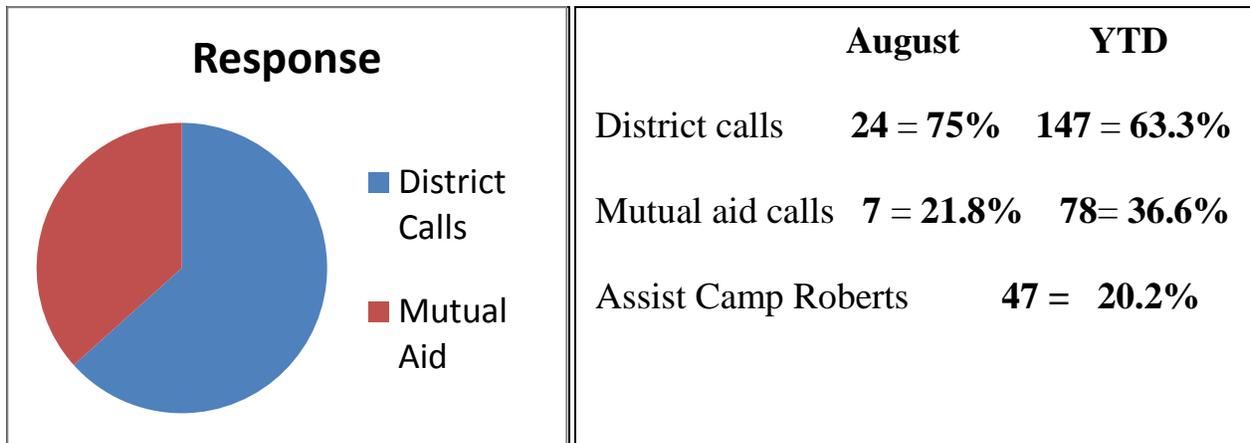
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

INCIDENT RESPONSE:

- Total Incidents for August 2018 **31**
- Average Calls for per 8 Month in 2018 **29**
- Total calls for the year to date **232**

Emergency Response Man Hours in July = 80	total	781
Stand-By Man Hours for July = 23		<u>269</u>
	Total hr.	1050

Emergency Response Man Hours = 2.5 hr. Per call for August	3.3 hr. Per call for the year
Stand-By Average per Call = .7 hr. Per call for, August	1.1 hr. Per call for the year



Activities:

August

<u>Date</u>	<u>Subject matter</u>
7	Engine Company Operations, Structure Fire Scene set up
14	Ladder Operations
21	RIC Team Ops
28	Association Meeting

September

<u>Date</u>	<u>Subject matter</u>
4	Engine Company Operations, Hose and Ladder Operations
11	Ventilation Operations
18	Engine Company Operations / Training Prop
25	Association Meeting

Information:

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2018 MILEAGE / FUEL REPORT

IX-10

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	463	29	18	0	134	28.5	164	43.9	393	38.6	65	38.6	1237	178.6	6.9
E-8687	33	0	2	0	0	7	46	11.9	72	26.7	324	42.2	477	87.8	5.4
E-8668	239	50	31	0	513	33.4	175	13.7	218	37.6	243	61	1419	195.7	7.3
6 Month Total												3133	462.1	6.8	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	492	18	468	42	605	31	1336	90	1749	137.8	763	68.5	5413	387.3	14.0
C-8601	329	12	805	52	776	57	893	86	991	73.8	0	0	3794	280.8	13.5
C-8600	530	36	499	34	301	15	745	46	582.2	53.3	552	54.6	3209	238.9	13.4
6 Month Total												12416	668.1	18.6	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	24	0	17	34									1278	212.6	6.5
E-8687	361	77	30	0									868	164.8	5.3
E-8668	73	9	70	0									1562	204.7	7.4
6 Month Total												3708	582.1	6.4	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	1177	62.7											6590	450	14.3
C-8601	189	0	887	81.5									4870	362.3	13.5
C-8600	470	27	351	24.1									4030	290	13.9
6 Month Total												11460	812.3	14.1	

||

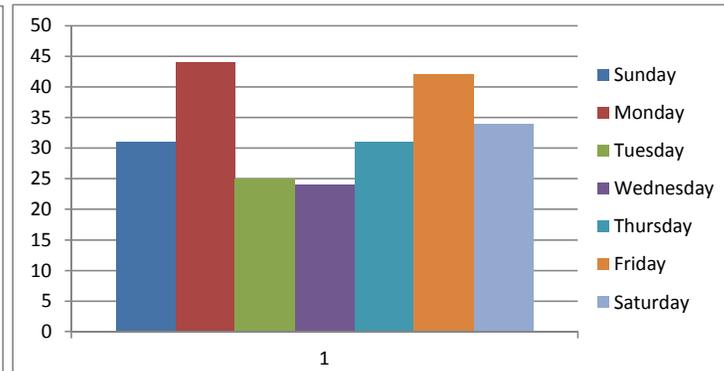
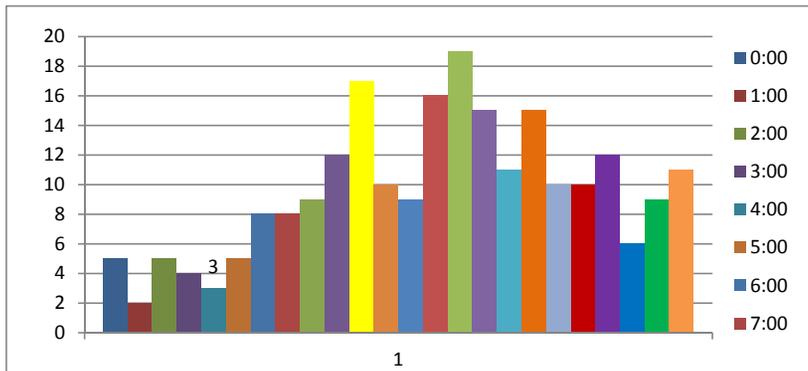
YTD 2016 Total	mi.	gal.	Avg. MPG
Diesel	6841	1044	6.6
Gas	23876	1480	16.1

Call per time of day and day of the week 2018

	After Hours					CSD Work Hours										Off Hours										
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
Sunday	1	2	1	1			2	1	1	2	1	1			3	3		3	2	2	1		1	3	31	8%
Monday	1		2	1		1	1	3	1	2	6	1	2	1	4	2	4	2	2	1	2	1	1	3	44	21%
Tuesday					1	1	1	1	1			1	2	3	1	1	2	3		1	3	1	1	1	25	11%
Wednesday						1	1	1	1	3	2	2	1	1	3	2	2		1	1	1	1			24	8%
Thursday	1		1		1			1	3	5	2	2	1	2	2	1		3		2		1		3	31	16%
Friday					1	1	2				4	1	2	4	3	4	3	2	5	2	2	1	4	1	42	15%
Saturday	2		1	2		1	1	1	2		2	2	1	5	3	2		2		1	3	1	2		34	15%
Hour Total	5	2	5	4	3	5	8	8	9	12	17	10	9	16	19	15	11	15	10	10	12	6	9	11	231	
	2%	0%	3%	1%	2%	1%	4%	4%	3%	6%	7%	3%	3%	6%	8%	4%	3%	6%	3%	5%	4%	2%	5%	6%		

Total calls during CSD Work Hours	85	35%
Total calls during Off time and weekends	146	64%
After Hours calls 22:00 to 06:00	44	21%
Total Weekend Calls	65	28%
Total Calls Monday thru Friday	166	72%

8am to 8pm 165



IX-10

	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	1	1	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	4
Veg. Fires	0	0	3	1	1	0	1	2	1	7	1	12	1	4	3	3	0	0	0	0	0	0	0	0	0	11	29
Vehicle Fires	0	0	0	1	0	0	1	0	0	1	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3
Misc. Fires	1	0	1	0	0	0	1	0	1	0	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	7	0
Illegal Burning	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Accidents	0	1	0	1	1	2	0	0	2	4	1	2	2	0	1	3	0	0	0	0	0	0	0	0	0	7	13
False Alarms	2	0	0	0	3	0	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	7	1
Hazardous Condition	1	1	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	2
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	0
Standby	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Pub.Svc.Asst.	0	0	1	0	1	0	1	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	0
Medical Aids	21	4	8	3	14	5	8	4	9	4	14	3	8	9	17	1	0	0	0	0	0	0	0	0	0	99	33
Call TOTALS	25	7	15	7	22	9	14	6	13	17	19	18	15	14	24	7	0	0	0	0	0	0	0	0	0	147	85
	32		22		31		20		30		37		29		31		0		0		0		0		232		
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	7	0	7	0	7	1	6	0	0	0	16	2	14	0	7	0	0	0	0	0	0	0	0	0	0	67	
Camp Bob Asst.	3		5		6		1		7		10		12		3		0		0		0		0		47		
Average Calls Per	<i>Month</i>		28.5	<i>Day</i>		0.9	<i>SLO Co. MA</i>				64		<i>Montrey Co. MA</i>				3		<i>CPR TOTAL</i>				0				

SAN MIGUEL COMMUNITY SERVICES DISTRICT
 BOARD OF DIRECTORS
 JUNE 28, 2018 REGULAR MEETING MINUTES
 MEETING HELD AT DISTRICT OFFICES
 1150 MISSION STREET
 SAN MIGUEL, CA 93451

- I. Meeting Called to Order by President Green – 6:10 p.m.
- II. Pledge of Allegiance lead by President Green.
- III. **Roll Call:** Directors Present: Green, Parent, Buckman, Sangster, and Kalvans

District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, and District General Counsel Schweikert, closed session District General Counsel Siekaly.

IV. **Adoption of Regular Meeting Agenda:**

Motion by Director Parent to adopt Regular Meeting Agenda.

Seconded by Director Sangster Motion was approved by vote of 5 AYES and 0 NOES and 0 ABSENT

V. **ADJOURN TO CLOSED SESSION:**

Closed Session convened at 6:11 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. **CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)

District Representatives: District General Counsel, Director Kalvans, and Director Green.
 Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit

3. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Pursuant to Government Code §54957)

Title: Bookkeeper

4. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Pursuant to Government Code §54957)
Title: Fire Chief
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Pursuant to Government Code §54957)
Title: Assistant Fire Chief

VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:01 P.M.
Report out of Closed Session by District General Counsel Schweikert: Direction was given to staff.

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

VIII. Special Presentations/Public Hearings/Other:

1. **CONTINUATION PUBLIC HEARING: ADOPTION OF WATER AND SEWER RATES:** Public Hearing closed on 5-24-2018 @9:16 P.M.- Discussion being continued from May 24th, 2018 and May 31st, 2018; Board Meeting.

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

Board Comment: Director Buckman voiced that either way this goes with the rate increase he would like to relook at the District Ordinance reviewing Sewer line connections for people that are within the district and are not hooked up yet to the district sewer and are on septic. Discussion ensued about the conditions of the hook-up. Director Kalvans brought rate proposal forward voicing that he would like to see the district lower the rates and spread it out longer but get to the same place. The public has made it clear that it is just too high of an increase.

Director Sangster voiced that he feels that if the District keeps running in a deficit it would be very detrimental to the District.

Director Kalvans asked District General Counsel why his proposed cost for the riverzone charge was not legal?

District General Counsel Schweikert explained that the your only allowed to charge only the amount that it takes to provide service and share that cost, to provide service to the users. The Lift Station for example, the cost is just for the Riverzone, and the fee is for only that project because you can only put the burden of what it cost to provide that service, and you can't burden the rest of the users.

Director Kalvans asked Director of Utilities about the philosophy, that any district who raises there rates the people will stop using water or cut back a lot. Director of Utilities, Kelly Dodds explained that the District even in a drought did not see much of a reduction in water use. We do understand that people will see an increase in the bill and will not use as much water.

Director Green asked when the meters are read every month, it was explained when we do billing and Director Green explained that he had a problem with the way the Resolution read beginning on July 1st, and voices that it needs to be adjusted. Needs to be adjusted to July 15th. He voiced that he would like it to be start the new rates in October. Director Parent asked Director Green if he was making a motion. Director Green said that “No, and there is no way he would make a motion on this, and that he would let someone else do it.”

Motion by Director Parent to end debate.

Director Green voiced, does that mean you don't want to discuss it any longer, and why Director Parent would not just Motion.

Director Parent, motioned to end debate and pass resolution 2018-19 with start date for new rates to be August 15th billing period.

Director Kalvans called point of order, and asked Counsel if there could only being one motion at a time on the table.

District General Counsel Schweikert, explained that there is a motion and a second to end debate.

Voice Vote on “End Debate” Seconded by Director Buckman. Motion was approved by Vote of 3 AYES and 2 NOES and 0 ABSENT.

Discussion ensued

Director Kalvans Motions to reopen Public Comment. Because the public has shown up and he would like to give them the chance to speak. Public spoke in favor of Director Kalvans Motion.

Director Sangster asked District General Counsel if the Board of Directors could open public comment due to the Public Hearing being closed due to the Prop 218 process. Counsel Schweikert voiced that the Board has already closed public comment for the public hearing, but it is appropriate to take public comment in a public meeting on the agenda item, and because it is on the Agenda it would be appropriate to reopen public comment. The Board Discussion has ended and should go Board Comment then public comment.

Seconded by Director Green. Motion Failed by Vote of 2 AYES and 3 Noes

Motion by Director Kalvans for SMCSO infrastructure and Facility Financing Reform Proposal with exemptions to keep the 6” rate would be at the same rate as the others water meter at recommended cost level and keeping the Riverzone fee at the recommended levels. (Full Reform Proposal by Director Kalvans is available at the District Office for review)

Seconded by Director Green. Motion failed by 2 AYES and 3 Noes

Discussion ensued, with Mr. Davis from public asking if the public has a say in this matter. Director Green, voiced that apparently not tonight and that, this was being very well orchestrated. Director Parent voiced that he did not understand and asked if there was an accusation being made. Director Green, voiced that he had never ever been told as a Board Member that I'm going to end debate and never been told that the public can't speak. Director Parent voiced that he never said that the Public could not speak. Mr. Davis informed him that he just did. Interim General Manager Rob Roberson, called point of order, and Director Green asked to move on.

Director Kalvans voiced that debate has been closed and public comment has been denied.

Director Green Asked District Counsel what was next because he could not discuss it. District General Counsel voiced that a new motion would be needed.

Motion by Director Parent to approve resolution 2018-19 with a start date of August 15, 2018 to increasing the SMCS D rates for water and wastewater services.

Seconded by Director Buckman. Motion was approved by Vote of 3 AYES and 2 NOES and 0 ABSENT.

District General Counsel Schweikert spoke and informed the Board of Director that he feels that the Vote is invalid due to no Public Comment. Director Sangster thanked District Counsel for their direction.

Motion by Director Sangster to nullify vote proposed by Director Parent and reopen public Comment due to General Counsel recommendation.

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

Public Comment: Lisa King, San Miguel Resident explained that she has been into the District office a few times asking questions and feels that the rates are too high for San Miguel residence but des understands that the District must be solvent to get grants. She would like to see the Board relook at the rates next year and reassess next year. She spoke about the SLT blending line and if that gets fixed would it lower the rates. It was explained by Director of Utilities that, that well is the most expensive to run and it has been fixed, and the rates would not go down.

Allen Belden, San Miguel Resident spoke that he did not like the situation and that the District is trying to decide when the rates will go into effect, and that the District doesn't know what the rates will be.

Public Comment closed by Director Green.

Motion by Director Parent to approve resolution 2018-19 with a start date of August 15, 2018 to increasing the SMCSD rates for water and wastewater services.

Seconded by Director Sangster. Motion was approved by Vote of 3 AYES and 2 NOES and 0 ABSENT.

2. PUBLIC HEARING: Consider Adoption of Resolution No. 2018-15 Adopting the FY 2018-19 Operations and Maintenance Budget.

Recommendation: Review and Discuss Approving Resolution 2018-15 Adopting the 2018-19 FY Budget.

Item presented by Interim General Manager Rob Roberson explaining that the Board of Directors and District Staff had a special meeting on Saturday June 23rd at 9: A.M. to go over each line and had discussions. Mr. Roberson explained that direction was given to staff regarding changes to the Budget FY 2018-19 requested by BOD and was changed at meeting and printed to give time for review before this regular Board Meeting.

Board Comment: None

Public Comment: Owen Davis, San Miguel resident voiced his frustration with Director Parent.

Motion by Director Buckman to approve Resolution 2018-15 Adopting the 2018-19 FY Budget.

Seconded by Director Parent. Motion was approved by Vote of 3 AYES and 2 NOES and 0 ABSENT.

3. PUBLIC HEARING: Consider approving Resolution No 2018-20 confirming the 2018 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls.

Recommendation: That the Board of Directors approve the Cost Report for the 2018 Weed Abatement Program (Exhibit "A" to **Resolution 2018-20**)

Item presented by Interim General Manager/Fire Chief Rob Roberson, explaining that this resolution is to collect the Districts Weed Abatement Cost and Authorize the collection through the SLO County Tax Collector.

Board Comment: None

Public Comment: Laverne Buckman, San Miguel Resident asked Staff if the District actually gets reimbursed. The process was explained, and Staff agreed to have an update on reimbursement for next year.

Owen Davis, San Miguel Resident asked that the District send the owners a bill first before the cost goes on the Tax Bill. Fire Chief Rob Roberson, explained that there are

three notices that go out to the property informing the property owner. The process is regulated by the County. Discussion ensued.

Motion by Director Kalvans to approve Resolution No 2018-20 confirming the 2018 Weed Abatement Cost Report and Authorizing Collection of the charges on the County Tax Rolls.

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

IX. STAFF & COMMITTEE REPORTS:

1. San Luis Obispo County Sheriff No Report
2. San Luis Obispo County Board of Supervisors No Report
3. San Luis Obispo County Planning and/or Public Works No Report
4. San Miguel Area Advisory Council No Report
5. Camp Roberts—Army National Guard (LTC Kevin Bender) No Report
6. **Interim General Manager:** Verbal Report updating the Board on the financials and working with the CPA and Auditor. The CPA feels there is about thirty hours left to get everything reconciled. The Audit is in process and the Auditor will be in office in the next few weeks. OES payment for the “Thomas Fire” Has been received. Fireworks go on sale and the Department will be busy.
Board Comment: None
Public Comments: Nanette asked about the Pool cost for the summer.
7. **District General Counsel:** Presented by District General Counsel Schweikert from ChurchwellWhite, LLC. has nothing new to report.
Board Comments: None
Public Comments: None
8. **District Engineer:** Written report submitted as is. Blaine Reely asked for any questions regarding his report.
Board Comments: None
Public Comments: None
9. **Director of Utilities:** Written report submitted as is. Director of Utilities Kelly Dodds asked for any questions and informed the Board of Directors that a timeline for the Wastewater Treatment Plants upgrade will be coming forward to the Board.
Board Comment: None
Public Comments: None
10. **Fire Chief:** Fire Chief Rob Roberson, updates the Directors Fire Department calls, and in District Fire response. Camp Roberts and Fort Hunter Ligget will be starting a multitude of drills these next few months with live fire and the District Fire Department expects to be busy working along with Camp Roberts Fire Department.
Board Comments: None
Public Comment: None

X. CONSENT ITEMS:

1. Review and Approve Board Meeting Minutes

5-24-2018 Regular Board Meeting
5-31-2018 Special Board Meeting

Motion by Director Sangster to approve Board Meeting Minutes
Seconded by Director Kalvans. Motion was approved by Vote of 5 AYES and 0 NOES
and 0 ABSENT.

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for May 2018

Item presented by Interim General Manager Rob Roberson explaining that this item is in the action items for discussion. Asked for any questions.

Board Comments: Board would like the District Engineer contract to be emailed to them.

Public Comments: Laverne Buckman, San Miguel Resident voiced that she would like to see the Board of Directors asking more questions about the District Financials. Mrs. Buckman asked about the Budget and feels that the budget needs to be reviewed in October. Consensus of the board was to bring back in October 2018 for budget review. Nannette Roe, San Miguel Resident asked about the Gas credit card and if the changes have been made. Interim General Manager Rob Roberson explaining that they District has changed the Gas Credit Card to one that the Fire Department can use at almost any gas station and there will be no fees.

Motion by Director Parent to Receive and File the Enumeration of Financial Report for May 2018

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

2. Review and adopt RESOLUTION 2018-22 the 2018 Sewer System Management Plan audit and update as prepared by Monsoon Consulting (Dodds)

Item presented by Director of Utilities Kelly Dodds and District Engineer Blaine Reely, explaining to the Board of Directors that the SSMP is due to be reviewed every five years, and the last one was done in 2014. This project was originally brought to the Board with a cost of \$25k and because Mr. Reely let the District do some of the work it only cost \$8,500. There is also a requirement that the Plant is audited every two years and the last one also being in 2014. The results of the audit show any overflows, this District has never had an overflow and that is due to the way the has been maintained and operators. The District does need to work on maintenance records, like when and which lines have been cleaned and when. Training requirements need to be implemented for the utility workers.

Board Comment: Director Parent asked if the Training is confined space?
Director Green asked about record keeping.

Director Buckman asked if the company we used for sewer line cleaning documents where they clean. Director of Utilities explained that we clean all the lines when we use them, so it was just marked as all lines.

Director Green asked about the Sewer line cleaning and what the schedule was for cleaning. Discussion ensued, and consensus of the Board is to get bids and bring back purchase of sewer “Jetter” for the Board to discuss.

Public Comment: None

Motion by Director Kalvans to adopt RESOLUTION 2018-22 approving the 2018 Sewer System Management Plan audit and update as prepared by Monsoon Consulting.

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

3. Review and Discuss District projects and accomplishments throughout the 2017-18 fiscal year.

Item presented by Interim General Manager Rob Roberson and Director of Utilities Kelly updating the Board of Directors on the projects and accomplishment of the District Staff.

Board Comment: Director Kalvans asked about the Street Lighting and when that subject will be brought back to the board. August 2018.

Director Green voiced that the District has monies in Lighting and would also like to see more lighting at the Park n’ Ride.

Director Sangster asked about training for “Chain Saw”. Discussion ensued.

Public Comments: None

4. Consideration of RESOLUTION 2018-21 requesting consolidation of the San Miguel Community Services District’s Biennial Election with County’s November 6, 2018 Consolidated General Election.

This item was presented by Board Clerk informing the Board that the District has two seats available for election and this resolution consolidates the election with the Counties General Election. This is a cost savings for the District.

Board Comment: None

Public Comment: None

Motion by Director Kalvans resolution 2018-21 requesting consolidation of the San Miguel Community Services District’s Biennial Election with County’s November 6, 2018 Consolidated General Election.

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

XII. BOARD COMMENT:

Director Kalvans voiced “there are no words that can quantify what happened tonight”

Director Green asked that the board look at having an ordinance banning HOA's from regulating landscaping and water used for landscaping. District General Counsel Schweikert, informed the Board that the Governor enacted conservation, is still in effect and that landlords would just have to put the landscaping in the lease agreement. Discussion ensued. Consensus of board is to bring back an Ordinance in October. Director Green would like to review legal services and have contract or duty statement emailed.

Director Green voiced that leaks should be of the upmost priority to the District, and that leaks should be controlled and fixed within the District sooner.

Director Green voiced that the landscaping on mission street that the District pays for needs to be relooked at. Discussion ensued and Kelly Dodds, Utilities Director will be called if it needs to be shut off due to leaks or overspray.

Director Parent left meeting @ 8:55 P.M.

XIII. ADJOURNMENT @ 9:06 P.M. TO NEXT MEETING JULY 26, 2018

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
AUGUST 23, 2018 REGULAR MEETING MINUTES

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

- I.** Meeting Called to Order by President Green – 6:30 p.m.
- II.** Pledge of Allegiance lead by Director Kalvans.
- III. Roll Call:** Directors Present: Green, Buckman, Sangster, Kalvans, Parent
Directors Absent: None
District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, Paola Freeman and District General Counsel Schweikert.
- IV. Adoption of Regular Meeting Agenda:**
Motion by Director Sangster to adopt Regular Meeting Agenda.
Seconded by Director Kalvans Motion was approved by Vote of 5 AYES and 0 NOES and 0 ABSENT
- V. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:35 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 EMPLOYEE PERFORMANCE EVALUATION**
(Pursuant to Government Code §54957)
Title: Assistant Fire Chief
 - 3. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 case)WO

Call to Order for Regular Board Meeting/Report out of Closed Session: 7:03 P.M.
Report out of closed session by District General Counsel Schweikert; Direction was given to staff.

VI. Public Comment and Communications for matters not on the Agenda:

Amber Johnson from “No” on Measure G: Stop the Oil & Gas Shutdown spoke and asked the Board of Directors to support “No” on G.

Laverne Buckman, San Miguel Resident voiced that she wanted to acknowledge the SMCS D Board of Directors for their service to the communities Mrs. Buckman feels that Director Sangster has been wrongfully singled out just because he is running for a Board seat this November. She feels that the San Miguel Community Facebook page should be shut down.

VII. Special Presentations/Public Hearings/Other: None

VIII. STAFF & COMMITTEE REPORTS:

- | | | |
|----|---|--------------|
| 1. | San Luis Obispo County Sheriff | No Report |
| 2. | San Luis Obispo County Board of Supervisors | No Report |
| 3. | San Luis Obispo County Planning and/or Public Works | No Report |
| 4. | San Miguel Area Advisory Council | Nanette Roe, |
- Secretary spoke about the how the SLO County will be putting in a red curb between Bonita and Verde Streets on the south side, and they will be also putting up a flashing speed sign going West on River Road. Discussion ensued. They have also painted a red curb on the West side of Mission Street, at the San Miguel Mission.
- Board Comment:** Director Green asked if the Advisory Council could advise the County to paint red curb on the North side of River road by the Deli.
- Director Parent asked if the Advisory Council could advise the County to move the end 35 speed sign down past Mission Heights.
- Discussion ensued about the stop sign at freeway.
- Public Comment:** None
- | | | |
|----|---|-----------|
| 5. | Camp Roberts—Army National Guard (LTC Kevin Bender) | No Report |
|----|---|-----------|
- 6. Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson, Verbal Report updating the Board. Fire payroll is higher this month because of stipends and “Holiday Fire” payout. The account reconciliation has been completed to 16/18 fiscal year. Moss, Levy District Auditor should be in the process of completing the audit, by October district financials should be up to date. District Staff would like to have a financial meeting in November and December should be the District midyear budget adjustments. Interim General Manager informed the Board of Directors that he had a meeting with a group performing a sustainability study for all small fire districts in the county. The goal of the sustainability study is to look at what it will take for the department to function now and in the next 20 years. When the report is done it will be presented to LAFCO and SLO County Board of Supervisors. The District is still trying to fill the Utility Worker position. Mr. Roberson explained that the staff will be bringing the following policy to the Board for discussion and approval in the next few months: Health

Insurance, and Garbage Ordinance. On November 6th District will have 2 Board seats up for election, and per the SLO County Clerk Recorder we have 3 San Miguel residences running for the two seats, Cesar Hernandez, Hector Palafox, and Ashley Sangster.

Discussion ensued

Board Comment: Director Kalvans voiced that he doesn't want LAFCO deciding the Districts future. Staff informed the Board that they would be bringing back maps and information as this item proceeds

Public Comments: Laverne Buckman, San Miguel Resident asked about the Fire study and who will get the final report. Discussion ensued, with Mr. Roberson explaining that they will give the report first to LAFCO and San Luis County Board of Supervisors, and then to the District.

7. **District General Counsel:** Presented by Counsel Schweikert. ChurchwellWhite, LLC. Informed the Board that they have another to repost but will be presenting an item coming up.

Board Comments: None

Public Comments: None

8. **District Engineer:** Written report submitted as is. Blaine Reely asked for any questions.

Board Comments: Director Parent Thanked Mr. Reely for his work for the District.

Public Comments: None

9. **Director of Utilities:** Written report submitted as is. Director of Utilities Kelly Dodds asked for any questions and updated the Board that he asked the County for tree trimming in the alleys, and that the trimming is already done. The Banner pole at 11th Street is leaning and will need to be looked at to see if it is safe to put up banners.

Board Comment: Director Green explained that it was identified that it was leaning when it was put in, and the anchors where not correct. Mr. Dodds explained, that we could not take it down because the District internet. Discussion ensued.

Director Green asked if we could check with County for assistance on fixing the pole.

Director Green asked about the timeline to fix the hole on Oak street.

Director Kalvans asked about the District lighting poles. Mr. Dodds explained that the first nine are in intersections that already have poles, and the others will need more information for PG&E. Director Kalvans asked about cost. Discussion ensued, about the process for getting new poles up for lighting, and which poles have power.

Director Green asked about the accusation of the N street property and was told that the County is poling other county entities for use. Director of Utilities Kelly Dodds, explained that because it has been one year the District has to go through the process and has an email in to get information. Director Sangseter asked about the Utility worker position and what happened to the guy we offered the position to. Director of Utilities Kelly Dodds, explained that he offered the job, but was turned down.

Public Comments: Nannette Roe, San Miguel Resident asked about the Banner and where we could put up. Discussion ensued.

10. **Fire Chief:** Fire Chief Rob Roberson, updates the Directors that the Fire Department calls are up again this month and that he has eliminated the Fire Prevention position. Eric from Courtside Cellars came into District office and explained that because the freeway's North exit are closed for construction the harvest trucks will be going down Mission street.

Board Comments: None

Public Comment: None

IX. CONSENT ITEMS:

1. Review and Approve Board Meeting Minutes
 - a) 6-28-2018 Regular Board Meeting
 - b) 7-26-2018 Regular Board Meeting

Director Kalvans asked to pull item 1.a 6-28-2018 Regular Board Meeting

Board Comment: Director Kalvans and Director Green asked to have the minutes revised to add more board comments in section VIII-1 Adoption of water & sewer rates. Discussion ensued with Board Clerk to clarify. Consensus of the Board is to have 6-28-2018 Board Meeting minutes brought back with revisions.

Public Comment: None

Motion by Director Green to Approve Consent Item 1.b

Seconded by Director Kalvans. Motion was approved by Vote of 3 AYES and 2 NOES and 0 ABSENT.

X. BOARD ACTION ITEMS:

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

Item presented by Blaine Reely, District engineer and Director of Utilities Kelly Dodds, explaining that this item is to inform the Board about the timeline regarding next steps for the expansion of the Wastewater facility and the aeration upgrade projects. Mr. Reely Explained that he has been working on the engineering study and should have a presentation for the Board of Directors in October.

Board Comments: Director Sangster asked about wastewater reclamation and what kind of cost would be associated with selling wastewater and would that go directly to the wastewater fund or would it be to offset the cost of the new treatment plant. Director of Utilities, Kelly Dodds explained that there is a high maintenance cost, but it would be a board action and that everything is being looked at and will be brought to the Board, for discussion and approval.

Director Green asked if the wastewater can be used for agriculture? District Engineer Reely explained that, yes. The effluent standards are acceptable for non-contact crops, like drip systems watering grapes.

Director Kalvans asked if the new wastewater plant will be a tertiary plant? Mr. Reely explained that the RWQCB is demanding that we meet an effluent standard, that is not tertiary, but we are evaluating if it is better to meet tertiary standard, and that the District have options. Director Kalvans asked about licensing and would it be needed for

operators to have licensing above what they have now, with the new treatment facility and does our Utilities Director have those licenses? It was explained that the RWQCB will have a grace period to get the licensing needed. Discussion ensued. Director Kalvans asked about Camp Roberts and taking their treated wastewater and explained that this has been an ongoing discussion. It was explained that it is the Federal Government, so the discussion would have been asked again. Discussion ensued about recharge.

Public Comments: None

2. Review and approve Resolution 2018-26 authorizing the purchase of a Trailer Mounted Sewer Jetter from Jetter Northwest in amount Not to Exceed \$44,825.40 to be funded from the Wastewater Capital Reserve fund.

Item presented by Director of Utilities, Kelly Dodds explained that he was asked to bring this back with revised pricing. The changes are that NW is responsible for item during transit and will take a purchase order and bill District. The 18-19 Fiscal Year Budget has 68k for sewer cleaning and would need a midyear adjustment for Capital funds.

Board Comment: Director Sangster asked for clarification on changes, and thanked Mr. Dodds for his work.

Director Parent asked about the monies, and it was explained that this will be a capital purchase and the 68k will go back into operating funds.

Director Green asked about the size of the hose, and it was explained that it is a ½ inch.

Director Green asked about the 10.1% sales tax and it will need to be adjusted to SLO county tax of 7.75%.

Director Buckman, asked if we could rent it out to help pay for the purchase. It was explained that due to the equipment it would need to be supervised.

Director Sangster, asked if there is special training needed to operate the “Jetter”.

Director of Utilities, Kelly Dodds explained that there is no special training and the training will be on safety.

Director Parent, asked if there was a collection license needed? Mr. Dodds explained No, they would not need a license to operate the “Jetter”.

Public Comment: Laverne Buckman, San Miguel Resident asked how many people it would take to run the “Jetter”? Mr. Dodds explained that two people could run the “Jetter”.

Motion by Director Kalvans to approve Resolution 2018-26 authorizing the purchase of a Trailer Mounted Sewer Jetter from Jetter Northwest in amount Not to Exceed \$44,825.40 to be funded from the Wastewater Capital Reserve fund.

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

3. Review, Discuss, Receive and File the Enumeration of Financial Report for July 2018.

Item presented by Interim General manager Rob Roberson and Paola Freeman, San Miguel Bookkeeper, asked for any questions from the Board.

Board Comment: Director Sangster asked about Page 4 of 15 on “Claims Detail” report Contract services of \$250.00, Director of Utilities explained that that is for weekend call for Licensed Operator and the pay is the same as the Director of Utilities pay.

Director Green asked if Contracted employee has the same certifications as Mr. Dodds? Yes, explained D.O.U.

Director Sangster asked about Page 8 of 9 of the “Claims Detail” Report 4163-4170 District Engineer. It was explained that those cost are for different things like CBDG meetings, SMCSO board meetings, rate study meetings, aeration PGE meetings, and most have been brought to the board for approval by resolution like the SLT blending line. It was asked by the board to have an object code for reimbursables and more explanation in details. Discussion ensued about what was reimbursable and what is not. Mrs. Freeman explained that they have been working on the last three years and explains that it has been very time-consuming job.

Public Comments: Laverne Buckman San Miguel Resident asked what choices the Board has in regards the legal counsel and would like the board to start looking for options. Discussion ensued about the RFP sent out, and was explained that, that was emailed to the Directors. Mrs. Buckman would also like the engineer time to be checked because it is a big expense. Director Green explained that he is really trying to have all the engendering items at the beginning of the agenda. Discussion ensued about weekend coverage and would like the wage scale looked at.

Nanette Roe voiced that she likes the idea of moving all engineering to start of agenda, so the engineer can leave the meeting.

Motion by Director Sangster to Receive and File the Enumeration of Financial Report for July 2018.

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

4. Discuss and consider Ordinance 01-2018, an ordinance of the San Miguel Community Services District (“District”) allowing residents to conserve water by either implementing water-efficient landscaping or eliminating the water of existing landscaping.

Item Presented by District Counsel Schweikert. ChurchwellWhite, LLC. Mr. Schweikert was asked by Director Green to read aloud the Ordinance proposed. After reading the Ordinance Counsel Schweikert, explained that we had an email from Mission Heights HOA, mistaken impression that because of the governors lifting of the water conservation that this ordinance will have no bearing on them. Mr. Schweikert explains under Civil Coad 4735, it provides five different methods for fining a residence, the governor lifting the conservation has no bearing on this ordinance.

Board Comment: Director Kalvans, asked if this ordinance will be going out in a mailer, it was explained that the process to adopt an ordinance is that we have to go through a first reading, and will have to be adopted in a regular board meeting and after the second reading the board can adopt the ordinance and then it has to be published within fifteen days of adoption and will go into effect thirty days after adoption.

Director Green voiced that we can post at post office and CSD office and run in newspaper and would also like to have the HOA sent a copy.

Director Buckman asked how this Ordinance would be enforced? It was explained by Counsel that this is a shield for the homeowner, and the battle is between the homeowner and the HOA and would advise the District to stay out of any dispute.

Public Comment: None

Motion by Director Kalvans to bring back the Ordinance for a second reading and adoption of Ordinance 01-2018, an ordinance of the San Miguel Community Services District (“District”) allowing residents to conserve water by either implementing water-efficient landscaping or eliminating the water of existing landscaping for September Regular Board Meeting

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

5. Approve Resolution No. 2018-27 authorizing the Fire Chief to accept a 50% matching grant in the amount of \$20,000 from the Volunteer Firefighter Assistance Grant and authorize a match to the grant in an amount of \$20,000.

Item was presented by Interim General Manager/Fire Chief Rob Roberson explaining that this is a matching grant.

Board Comment: Director Green asked if this was for turnouts? Assistant Fire chief Kelly Dodds explained it is for structure turnouts and training.

Public Comment: None

Motion by Director Kalvans to approve Resolution No. 2018-27 authorizing the Fire Chief to accept a 50% matching grant in the amount of \$20,000 from the Volunteer Firefighter Assistance Grant and authorize a match to the grant in an amount of \$20,000.

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

XI. BOARD COMMENT: Director Sangster thanked the Advisory Council for their report and asked why the other staff/committee reports don't have anyone, like the sheriff's Department, Board of Supervisor and Camp Roberts? It was explained by Board Clerk that we reach out to them every month.

XIII. ADJOURNMENT TO NEXT MEETING September 27, 2018: 9:56 P.M.

DRAFT

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4183	17361S	593 ASHLEY SANGSTER	100.00					
1	July 2018 08/01/18	July 2018 Board Mtg	16.50			20 62000	111	10200
2	July 2018 08/01/18	July 2018 Board Mtg	3.00			30 63000	111	10200
3	July 2018 08/01/18	July 2018 Board Mtg	40.00			40 64000	111	10200
4	July 2018 08/01/18	July 2018 Board Mtg	40.00*			50 65000	111	10200
5	July 2018 08/01/18	July 2018 Board Mtg	0.50			60 66000	111	10200
		Total for Vendor:	100.00					
4184	17362S	548 BARTLE WELLS ASSOCIATES	678.70					
1	1011A 07/12/18	Rate Study	339.35*			40 64000	432	10200
2	1011A 07/12/18	Rate Study	339.35*			50 65000	432	10200
		Total for Vendor:	678.70					
4210	17385S	33 BLACK MOUNTAIN	7,001.00					
1	23646 08/01/18	Annual Maintenance	600.77			20 62000	385	10200
2	23646 08/01/18	Annual Maintenance	109.23			30 63000	385	10200
3	23646 08/01/18	Annual Maintenance	3,136.40*			40 64000	385	10200
4	23646 08/01/18	Annual Maintenance	3,136.40			50 65000	385	10200
5	23646 08/01/18	Annual Maintenance	18.20*			60 65000	385	10200
		Total for Vendor:	7,001.00					
4207	17381S	34 BLAKE'S INC	29.57					
1	1226777 08/28/18	Plastic Tray,Brush,PVC Coup	29.57			50 65000	353	10200
		Total for Vendor:	29.57					
4193	17363S	535 BRENDLER JANITORIAL SERVICE	275.00					
1	1844C 08/01/18	July 2018	45.37			20 62000	305	10200
2	1844C 08/01/18	July 2018	8.25			30 63000	305	10200
3	1844C 08/01/18	July 2018	110.00			40 64000	305	10200
4	1844C 08/01/18	July 2018	110.00			50 65000	305	10200
5	1844C 08/01/18	July 2018	1.38			60 66000	305	10200
		Total for Vendor:	275.00					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4185	17364S	39 BUCKMAN, GIB	100.00					
1	July 2018 08/01/18	July 2018 Board Mtg	16.50			20 62000	111	10200
2	July 2018 08/01/18	July 2018 Board Mtg	3.00			30 63000	111	10200
3	July 2018 08/01/18	July 2018 Board Mtg	40.00			40 64000	111	10200
4	July 2018 08/01/18	July 2018 Board Mtg	40.00*			50 65000	111	10200
5	July 2018 08/01/18	July 2018 Board Mtg	0.50			60 66000	111	10200
		Total for Vendor:	100.00					
4211	17386S	340 C&N TRACTORS	206.21					
1	54213P 07/03/18	Chain Saw choke lever	142.52			20 62000	351	10200
2	32328P 07/03/18	Can, Safet	58.98			20 62000	455	10200
3	32616P 07/23/18	Filler Cap	4.71			20 62000	351	10200
		Total for Vendor:	206.21					
4231	17387S	614 California Fire Chiefs Assoc ~	55.00					
1	2018-2019 08/13/18	Membership Dues	55.00			20 62000	385	10200
		Total for Vendor:	55.00					
4241	-99768E	416 CALPERS	880.96					
1	15379476 08/01/18	Annual Unfunded Accrued Liab	440.48			40 64000	225	10200
2	15379476 08/01/18	Annual Unfunded Accrued Liab	440.48			50 65000	225	10200
4242	-99767E	416 CALPERS	66.79					
1	15345795 08/01/18	Annual Unfunded Accrued Liab	33.40			40 64000	225	10200
2	15345795 08/01/18	Annual Unfunded Accrued Liab	33.39			50 65000	225	10200
		Total for Vendor:	947.75					
4212	17388S	521 CHAPARRAL BUSINESS MACHINES,	90.22					
1	428567 07/30/18	Maint Contract 8/4-9/3/18	32.50			40 64000	320	10200
2	428567 07/30/18	Maint Contract 8/4-9/3/18	32.50			50 65000	320	10200
3	428567 07/30/18	Overage Charges	12.61			40 64000	320	10200
4	428567 07/30/18	Overage Charges	12.61			50 65000	320	10200
		Total for Vendor:	90.22					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

Page: 3 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
4221	17389S	67 CHARTER COMMUNICATIONS	309.94					
1	7311080118	08/01/18 Internet/Voice	103.31			20 62000	375	10200
2	7311080118	08/01/18 Internet/Voice	103.31			40 64000	375	10200
3	7311080118	08/01/18 Internet/Voice	103.32			50 65000	375	10200
Total for Vendor:			309.94					
4186	17365S	473 CHURCHWELL WHITE LLP	37,636.25					
1	30560	07/20/18 General Counsel	428.62			20 62000	327	10200
2	30560	07/20/18 General Counsel	77.93			30 63000	327	10200
3	30560	07/20/18 General Counsel	1,039.08			40 64000	327	10200
4	30560	07/20/18 General Counsel	1,039.08			50 65000	327	10200
5	30560	07/20/18 General Counsel	12.98			60 66000	327	10200
6	30561	07/20/18 Steinbeck v SLO	34,240.15			50 65000	332	10200
9	30562	07/20/18 Water	67.50			50 65000	327	10200
10	30563	07/20/18 White Oaks	42.80			50 65000	327	10200
12	30564	07/20/18 HR	113.54			20 62000	327	10200
13	30564	07/20/18 HR	20.64			30 63000	327	10200
14	30564	07/20/18 HR	275.24			40 64000	327	10200
15	30564	07/20/18 HR	275.24			50 65000	327	10200
16	30564	07/20/18 HR	3.45			60 66000	327	10200
4234	17390S	473 CHURCHWELL WHITE LLP	66,060.64					
1	31335	08/15/18 General Counsel	417.02			20 62000	327	10200
2	31335	08/15/18 General Counsel	75.82			30 63000	327	10200
3	31335	08/15/18 General Counsel	1,010.96			40 64000	327	10200
4	31335	08/15/18 General Counsel	1,010.96			50 65000	327	10200
5	31335	08/15/18 General Counsel	156.64			60 66000	327	10200
6	31059	08/15/18 Steinbeck v SLO	61,147.44			50 65000	332	10200
7	31336	08/15/18 HR	2,241.80			20 62000	327	10200
Total for Vendor:			103,696.89					
4191	17366S	199 CITY OF EL PASO DE ROBLES	3,270.83					
1	2018066	05/25/18 HydroMetrics WRI	3,270.83			50 65000	324	10200

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

Page: 4 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
4229 1	17391S 20180713-2	199 CITY OF EL PASO DE ROBLES 07/13/18 HydroMetrics WRI	5,350.19 5,350.19			50 65000	324	10200
4230 1	17391S 20180815	199 CITY OF EL PASO DE ROBLES 08/15/18 HydroMetrics WRI	8,143.36 8,143.36			50 65000	324	10200
		Total for Vendor:	16,764.38					
4187 1	17367S J073618	584 CORE & MAIN LP 07/25/18 BL09 Meter (11) Tract 2647	3,128.94 3,128.94			50 41010		10200
4188 1	17367S J194019	584 CORE & MAIN LP 07/23/18 BL05 MTR (12)	2,500.25 2,500.25			50 65000	525	10200
		Total for Vendor:	5,629.19					
4189 1	17368S IN0115059	429 COUNTY OF SAN LUIS OBISPO - EH 07/18/18 Cross Connection -Admin Fee	202.80 202.80			50 65000	362	10200
		Total for Vendor:	202.80					
4227 1	17392S Oct102019	87 CWEA 08/07/18 Certification Renewal Fees	87.00 87.00			40 64000	715	10200
		Total for Vendor:	87.00					
4196 1	17369S 882139A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/19/18 Coliform~Colilert~PA	125.00 125.00			50 65000	359	10200
4214 1	17393S 882093A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/30/18 Metals	67.00 67.00			50 65000	358	10200
4215 1	17393S 882230A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/30/18 Metals	67.00 67.00			50 65000	358	10200
4237 1 2 3	17393S 882049A 882049A 882049A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/26/18 Coliform 07/26/18 Wet Chemistry 07/26/18 Wet Chemistry	225.00 45.00 45.00 135.00			50 65000 50 65000 50 65000	356 357 359	10200 10200 10200

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

Page: 5 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
4238	17393S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	882048A	07/26/18 Metals	67.00			50 65000	358	10200
		Total for Vendor:	551.00					
4195	17370S	308 FRONTIER COMMUNICATIONS	53.99					
1	07/22/18	SCADA	26.99			40 64000	310	10200
2	07/22/18	SCADA	27.00			50 65000	310	10200
4216	17394S	308 FRONTIER COMMUNICATIONS	72.10					
1	Aug 2018	08/01/18 Acct #805-467-2015-051216-5	36.05			40 64000	310	10200
2	Aug 2018	08/01/18 Acct #805-467-2015-051216-5	36.05			50 65000	310	10200
		Total for Vendor:	126.09					
4198	17371S	125 GREAT WESTERN ALARM	30.00					
1	1807005451	08/01/18 Alarm Monitoring	15.00			40 64000	380	10200
2	1807005451	08/01/18 Alarm Monitoring	15.00			50 65000	380	10200
4199	17371S	125 GREAT WESTERN ALARM	82.40					
1	1807022421	08/01/18 Answering Service	41.20			40 64000	380	10200
2	1807022421	08/01/18 Answering Service	41.20			50 65000	380	10200
		Total for Vendor:	112.40					
4197	17372S	126 GREEN, JOHN	100.00					
1	July 2018	08/01/18 July 2018 Board Mtg	16.50			20 62000	111	10200
2	July 2018	08/01/18 July 2018 Board Mtg	3.00			30 63000	111	10200
3	July 2018	08/01/18 July 2018 Board Mtg	40.00			40 64000	111	10200
4	July 2018	08/01/18 July 2018 Board Mtg	40.00*			50 65000	111	10200
5	July 2018	08/01/18 July 2018 Board Mtg	0.50			60 66000	111	10200
		Total for Vendor:	100.00					
4217	17395S	129 HACH	61.28					
1	11073728	08/02/18 Tubing	20.43			50 65000	356	10200
2	11073728	08/02/18 Tubing	20.43			50 65000	357	10200
3	11073728	08/02/18 Tubing	20.42			50 65000	358	10200
		Total for Vendor:	61.28					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4194	17373S	474 L.N. CURTIS & SONS	217.91					
1	INV201217	07/18/18 Draw Hose	217.91			20 62000	455	10200
4213	17396S	474 L.N. CURTIS & SONS	359.34					
1	INV205708	08/03/18 BackFire Torch	359.34			20 62000	455	10200
		Total for Vendor:	577.25					
4228	17397S	586 LEHR	193.04					
1	S118577	08/07/18 Siren Speaker #8601	193.04			20 62000	354	10200
		Siren Speaker #8601						
		Total for Vendor:	193.04					
4218	17398S	510 LOCAL IT EXPERTS	778.00					
1	129	08/10/17 Managed IT Service	128.37			20 62000	350	10200
2	129	08/10/17 Managed IT Service	23.34			30 63000	350	10200
3	129	08/10/17 Managed IT Service	311.20			40 64000	350	10200
4	129	08/10/17 Managed IT Service	311.20			50 65000	350	10200
5	129	08/10/17 Managed IT Service	3.89			60 66000	350	10200
		Total for Vendor:	778.00					
4236	17384S	165 MAILFINANCE INC.	1,008.38					
1	N7252807	08/23/18 Qtrly Lease of mailing equip	504.19			40 64000	315	10200
2	N7252807	08/23/18 Qtrly Lease of mailing equip	504.19			50 65000	315	10200
		Total for Vendor:	1,008.38					
4219	17399S	553 MOSS, LEVY & HARTZHEIM LLP	2,000.00					
1	15963	07/31/18 Audit Services	330.00*			20 62000	325	10200
2	15963	07/31/18 Audit Services	60.00*			30 63000	325	10200
3	15963	07/31/18 Audit Services	800.00*			40 64000	325	10200
4	15963	07/31/18 Audit Services	800.00*			50 65000	325	10200
5	15963	07/31/18 Audit Services	10.00*			60 66000	325	10200
		Total for Vendor:	2,000.00					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4208	17382S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	579.53					
1	75941 07/23/18	Truck 8632~Acell Pedal	289.77			40 64000	354	10200
2	75941 07/23/18	Truck 8632~Acell Pedal	289.76			50 65000	354	10200
4209	17382S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	316.93					
1	75933 07/19/18	Truck 8632~A/C Freon	158.46			40 64000	354	10200
2	75933 07/19/18	Truck 8632~A/C Freon	158.47			50 65000	354	10200
		Total for Vendor:	896.46					
4220	17400S	203 PASO ROBLES SAFE & LOCK, INC.	168.15					
1	141234 07/09/18	Pad Lock, Pin, Tumbler	168.15			50 65000	305	10200
		Total for Vendor:	168.15					
4239	17401S	208 PG&E	1,335.20					
1	08/16/18	12th & K Street - 8565976725	11.15			30 63000	381	10200
St								
2	08/16/18	Tract 2605 - 8565976109	45.36			30 63000	381	10200
3	08/16/18	Mission Heights - 8565976482	211.70			30 63000	381	10200
4	08/16/18	9898 River Rd. - 8565976002	413.59			30 63000	381	10200
5	08/16/18	9898 River Rd. - 8565976004	55.72			30 63000	381	10200
6	08/16/18	9898 River Rd. - 8565976008	256.78			30 63000	381	10200
7	08/16/18	9898 River Rd. - 8565976014	85.61			30 63000	381	10200
8	08/16/18	9898 River Rd. - 8565976481	55.08			30 63000	381	10200
9	08/16/18	9898 River Rd. - 8565976483	24.46			30 63000	381	10200
10	08/16/18	Tract 2710 - 8562053214	68.94			30 63000	381	10200
11	08/16/18	Tract 2710 - 8564394360	30.52			30 63000	381	10200
12	08/16/18	Tract 2710 - 8560673934	76.29			30 63000	381	10200
		Total for Vendor:	1,335.20					
4240	17409S	209 PG&E	11,710.42					
1	07/17/18	Old Fire Station / 1297 L St	20.22			20 62000	381	10200
2	07/17/18	New Fire Station 1150 Mission	11.34			20 62000	381	10200
3	07/17/18	Water Works #1 / Well 3	2,052.93			50 65000	381	10200
4	07/17/18	Bonita Pl & 16th / Well 4	2,682.70			50 65000	381	10200
5	07/17/18	N St / WWTP	6,517.61			40 64000	381	10200
6	07/17/18	2HP Booster Station	9.86			50 65000	381	10200

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

Page: 8 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
7	07/17/18	Mission Heights Booster	9.86			50 65000	381	10200
8	07/17/18	14th St. & K St.	69.23			50 65000	381	10200
9	07/17/18	Missn & 12th Lanscape-St light	212.69			30 63000	381	10200
10	07/17/18	SLT Well Drink Water	78.60			50 65000	381	10200
11	07/17/18	942 Soka Way lift station	45.38			40 64000	381	10200
Total for Vendor:			11,710.42					
4206	17374S	238 SAN MIGUEL GARBAGE	103.98					
1	08/01/18	WWTP Monthly Trash Disposal	51.99			40 64000	383	10200
2	08/01/18	WWTP Monthly Trash Disposal	51.99			50 65000	383	10200
Total for Vendor:			103.98					
4235	17402S	572 SCHNIEDER ELECTRICAL USA INC	1,621.62					
1	4124800001	06/08/18 Clear Scada Service & Supp	756.00		11	40 27000		10200
2	4124800001	06/08/18 Clear Scada Service & Supp	756.00		11	50 27000		10200
3	4124800001	06/08/18 Taxes	54.81			40 64000	459	10200
4	4124800001	06/08/18 Taxes	54.81			50 65000	459	10200
Total for Vendor:			1,621.62					
4224	17383S	613 SIGN HERE C/O MICHAEL TINDELL	3,013.27					
1	080918-S	08/09/18 Fire Truck Placard	3,013.27			20 62000	354	10200
4225	17403S	613 SIGN HERE C/O MICHAEL TINDELL	150.00					
1	081718-S	08/09/18 Fire Truck Placard #8687/869	150.00			20 62000	354	10200
Total for Vendor:			3,163.27					
4203	17375S	611 SLO FIRE INVESTIGATION STRIKE	25.00					
1	2018 08/01/18	Membership Dues 2018	25.00			20 62000	385	10200
Total for Vendor:			25.00					
4190	17376S	437 SLOACTTC	5,850.95					
1	LAFCO18-19	06/20/18 LAFCO 2018-19	965.41			20 62000	394	10200
2	LAFCO18-19	06/20/18 LAFCO 2018-19	175.53			30 63000	394	10200
3	LAFCO18-19	06/20/18 LAFCO 2018-19	2,340.38			40 64000	394	10200
4	LAFCO18-19	06/20/18 LAFCO 2018-19	2,340.38			50 65000	394	10200
5	LAFCO18-19	06/20/18 LAFCO 2018-19	29.25*			60 66000	394	10200
Total for Vendor:			5,850.95					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4200	17377S	589 SOUTH COAST EMERGENCY VEHILCE	306.00					
1	489316-1	05/17/18 Test Pump #E8696	306.00			20 62000	354	10200
		Total for Vendor:	306.00					
4233	17404S	352 STAPLES CREDIT PLAN	176.28					
1	Aug8738	08/10/18 Paper,Pens	27.60			40 64000	305	10200
2	Aug8738	08/10/18 Paper,Pens	27.61			50 65000	305	10200
3	Aug8738	08/10/18 Clock,Hanging files,Tape	44.38			40 64000	305	10200
4	July8738	07/10/18 Paper, Binders, Files	44.38			50 65000	410	10200
6	July8738	07/10/18 Liquid Armour	32.31			20 62000	350	10200
		Total for Vendor:	176.28					
4222	17405S	534 STREAMLINE	200.00					
1	98028	08/10/18 Web Page Monthly Fee June	33.00			20 62000	376	10200
2	98028	08/10/18 Web Page Monthly Fee June	6.00			30 63000	376	10200
3	98028	08/10/18 Web Page Monthly Fee June	80.00*			40 64000	376	10200
4	98028	08/10/18 Web Page Monthly Fee June	80.00			50 65000	376	10200
5	98028	08/10/18 Web Page Monthly Fee June	1.00			60 66000	376	10200
		Total for Vendor:	200.00					
4232	17406S	289 TOTALFUNDS BY HASLER	500.00					
1	11649729	08/10/18 Postage	250.00			40 64000	315	10200
2	11649729	08/10/18 Postage	250.00			50 65000	315	10200
		Total for Vendor:	500.00					
4201	17378S	298 UNIVAR USA INC	811.80					
1	F0890921	07/17/18 SOD HYPO 12.5 % Liquichlor	811.80			50 65000	481	10200
4202	17378S	298 UNIVAR USA INC	941.47					
1	F0890922	07/17/18 SOD HYPO 12.5 % Liquichlor	941.47			50 65000	482	10200
		Total for Vendor:	1,753.27					
4204	17379S	301 US BANK	3,319.46					
1	6248~July	07/23/18 Auto zone~Fuel Treatment	49.95			20 62000	354	10200
2	6248~July	07/23/18 Anthonys Tire #8630	170.00			20 62000	354	10200
3	6248~July	07/23/18 Anthonys Tire #8630	509.99			20 62000	354	10200

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

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
4	6248~July	07/23/18 Amazon~briggs & Stratton #8	126.58			20 62000	354	10200
5	6248~July	07/23/18 Lowes~Blk Mul,Coupling,Adapt	10.06			50 65000	353	10200
6	6248~July	07/23/18 Farm Sup~Glyphosate Plus	149.27			40 64000	582	10200
7	6248~July	07/23/18 Amazon~Throttle body #8632	60.15			40 64000	354	10200
8	6248~July	07/23/18 Amazon~Throttle body #8632	60.14			50 65000	354	10200
9	6248~July	07/23/18 Lowes~Water	372.94			40 64000	582	10200
10	6248~July	07/23/18 American Back Flow	165.00			50 65000	386	10200
11	6248~July	07/23/18 USPS return Master Meter	10.65			50 65000	351	10200
12	6248~July	07/23/18 GoDaddy Domain Renewal	24.88			20 62000	475	10200
13	6248~July	07/23/18 GoDaddy Domain Renewal	4.52*			30 63000	475	10200
14	6248~July	07/23/18 GoDaddy Domain Renewal	60.32			40 64000	475	10200
15	6248~July	07/23/18 GoDaddy Domain Renewal	60.32			50 65000	475	10200
16	6248~July	07/23/18 GoDaddy Domain Renewal	0.76*			60 66000	475	10200
17	6248~July	07/23/18 CA Special Dist Conf TParen	86.63			20 62000	386	10200
18	6248~July	07/23/18 CA Special Dist Conf TParen	15.75			30 63000	386	10200
19	6248~July	07/23/18 CA Special Dist Conf TParen	210.00			40 64000	386	10200
20	6248~July	07/23/18 CA Special Dist Conf TParen	210.00			50 65000	386	10200
21	6248~July	07/23/18 CA Special Dist Conf TParen	2.63			60 66000	386	10200
22	6248~July	07/23/18 New Egg Monitor	155.66			20 62000	350	10200
23	6248~July	07/23/18 New Egg Monitor	28.30			30 63000	350	10200
24	6248~July	07/23/18 New Egg Monitor	377.35			40 64000	350	10200
25	6248~July	07/23/18 New Egg Monitor	377.35			50 65000	350	10200
26	6248~July	07/23/18 New Egg Monitor	4.71			60 66000	350	10200
27	6248~July	07/23/18 Dollar General Bug Fogger	15.55			20 62000	305	10200
		Total for Vendor:	3,319.46					
4223	17407S	327 VALLI INFORMATION SYSTEMS	75.00					
1	48537	07/31/18 Web Posting, Online Maint.	37.50			40 64000	305	10200
2	48537	07/31/18 Web Posting, Online Maint.	37.50			50 65000	305	10200
		Total for Vendor:	75.00					
4226	17408S	511 VERIZON	80.16					
1	9812376476	08/08/18 Laptop 805-423-7591	40.08			40 64000	310	10200
2	9812376476	08/08/18 Laptop 805-423-7591	40.08			50 65000	310	10200
		Total for Vendor:	80.16					

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 8/18

Page: 11 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
4205	17380S	612 WEX BANK	270.20					
1	55089170	07/07/18 Fuel #8600	103.10			20 62000	485	10200
2	55089170	07/07/18 Fuel #8630	138.04			20 62000	485	10200
3	55089170	07/07/18 Fuel #8634	21.27			40 64000	485	10200
4	55089170	07/07/18 Fuel #8634	21.27			50 65000	485	10200
5	55089170	07/07/18 credit	-11.67			20 62000	485	10200
6	55089170	07/07/18 credit	-0.90			40 64000	485	10200
7	55089170	07/07/18 credit	-0.91			50 65000	485	10200
Total for Vendor:			270.20					
# of Claims			59	Total:	173,236.51			
Total Electronic Claims					947.75			
Total Non-Electronic Claims					172288.76			

09/17/18
09:54:08

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Fund Summary for Claims
For the Accounting Period: 8/18

Page: 12 of 12
Report ID: AP110

Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$11,415.06
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$2,162.20
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$20,419.32
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$138,993.54
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$246.39
Total:	\$173,236.51

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	2,200.00	2,200.00	0 %
40410	Mutual Aid Fires	0.00	0.00	100,000.00	100,000.00	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	126,600.00	126,600.00	0 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	19,385.99	390,856.00	371,470.01	5 %
	Account Group Total:	0.00	19,385.99	390,856.00	371,470.01	5 %
46000	Revenues & Interest					
46000	Revenues & Interest	0.00	21.11	0.00	-21.11	** %
46151	Refund/Adjustments	272.99	272.99	0.00	-272.99	** %
	Account Group Total:	272.99	294.10	0.00	-294.10	** %
	Fund Total:	272.99	19,680.09	517,456.00	497,775.91	4 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	2,088.85	101,367.00	99,278.15	2 %
	Account Group Total:	0.00	2,088.85	101,367.00	99,278.15	2 %
46000	Revenues & Interest					
46000	Revenues & Interest	0.00	4.49	0.00	-4.49	** %
46150	Miscellaneous Income	100.00	100.00	0.00	-100.00	** %
46151	Refund/Adjustments	57.90	57.90	0.00	-57.90	** %
	Account Group Total:	157.90	162.39	0.00	-162.39	** %
	Fund Total:	157.90	2,251.24	101,367.00	99,115.76	2 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	30,843.84	61,422.08	675,624.00	614,201.92	9 %
40910	Wastewater Late Charges	563.87	1,236.82	0.00	-1,236.82	** %
	Account Group Total:	31,407.71	62,658.90	675,624.00	612,965.10	9 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	1,313.30	54,362.00	53,048.70	2 %
	Account Group Total:	0.00	1,313.30	54,362.00	53,048.70	2 %
46000	Revenues & Interest					
46000	Revenues & Interest	0.00	51.18	0.00	-51.18	** %
46151	Refund/Adjustments	661.78	661.78	0.00	-661.78	** %
	Account Group Total:	661.78	712.96	0.00	-712.96	** %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Fund Total:	32,069.49	64,685.16	729,986.00	665,300.84	9 %
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	44,583.78	81,198.83	797,294.00	716,095.17	10 %
41005	Water Late Charges	11,469.61	22,295.68	0.00	-22,295.68	** %
41010	Water Meter Fees	-3,128.94	-3,128.94	0.00	3,128.94	** %
	Account Group Total:	52,924.45	100,365.57	797,294.00	696,928.43	13 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	0.00	19,950.00	19,950.00	0 %
	Account Group Total:	0.00	0.00	19,950.00	19,950.00	0 %
44000	Forestry & Fire Protection Reimbursement					
44005	State/Federal Grants	0.00	0.00	30,000.00	30,000.00	0 %
	Account Group Total:	0.00	0.00	30,000.00	30,000.00	0 %
46000	Revenues & Interest					
46000	Revenues & Interest	-16.99	37.21	0.00	-37.21	** %
46151	Refund/Adjustments	661.78	661.78	0.00	-661.78	** %
	Account Group Total:	644.79	698.99	0.00	-698.99	** %
	Fund Total:	53,569.24	101,064.56	847,244.00	746,179.44	12 %
60 SOLID WASTE DEPARTMENT						
46000	Revenues & Interest					
46005	Franchise Fees	2,604.64	5,514.20	32,323.00	26,808.80	17 %
	Account Group Total:	2,604.64	5,514.20	32,323.00	26,808.80	17 %
	Fund Total:	2,604.64	5,514.20	32,323.00	26,808.80	17 %
	Grand Total:	88,674.26	193,195.25	2,228,376.00	2,035,180.75	9 %

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	6,700.85	12,298.85	66,000.00	66,000.00	53,701.15	19 %
	111 BOD Stipend	49.50	132.00	990.00	990.00	858.00	13 %
	120 Workers' Compensation	0.00	6,916.75	8,000.00	8,000.00	1,083.25	86 %
	121 Physicals	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	125 Volunteer firefighter stipends	3,857.80	11,753.70	72,000.00	72,000.00	60,246.30	16 %
	126 Strike Team Pay - VFF	0.00	3,538.56	100,000.00	100,000.00	96,461.44	4 %
	135 Payroll Tax - FICA	239.18	948.12	9,000.00	9,000.00	8,051.88	11 %
	140 Payroll Tax - Medicare	155.36	403.78	4,000.00	4,000.00	3,596.22	10 %
	155 Payroll Tax - SUI	111.00	531.82	5,000.00	5,000.00	4,468.18	11 %
	160 Payroll Tax - ETT	2.78	13.31	300.00	300.00	286.69	4 %
	165 Payroll Tax - FUTA	0.00	284.08	7,000.00	7,000.00	6,715.92	4 %
	205 Insurance - Health	81.53	162.97	800.00	800.00	637.03	20 %
	210 Insurance - Dental	21.33	42.53	600.00	600.00	557.47	7 %
	215 Insurance - Vision	3.43	6.80	100.00	100.00	93.20	7 %
	225 Retirement - PERS expense	185.82	306.22	1,600.00	1,600.00	1,293.78	19 %
	305 Operations and maintenance	60.92	695.10	6,000.00	6,000.00	5,304.90	12 %
	310 Phone and fax expense	0.00	0.00	800.00	800.00	800.00	0 %
	315 Postage, shipping and freight	0.00	0.00	100.00	100.00	100.00	0 %
	320 Printing and reproduction	0.00	105.98	200.00	200.00	94.02	53 %
	325 Professional svcs - Accounting	330.00	2,597.10	4,950.00	4,950.00	2,352.90	52 %
	327 Professional svcs - Legal (General)	3,200.98	3,987.71	25,000.00	25,000.00	21,012.29	16 %
	328 Insurance - prop and liability	0.00	11,733.68	12,000.00	12,000.00	266.32	98 %
	331 Professional Services - Legal	0.00	0.00	8,250.00	8,250.00	8,250.00	0 %
	335 Meals - Reimbursement	0.00	50.01	600.00	600.00	549.99	8 %
	340 Meetings and conferences	0.00	0.00	500.00	500.00	500.00	0 %
	345 Mileage expense reimbursement	6.57	6.57	500.00	500.00	493.43	1 %
	350 Repairs and maint - computers	316.34	565.74	3,000.00	3,000.00	2,434.26	19 %
	351 Repairs and maint - equip	147.23	229.35	8,000.00	8,000.00	7,770.65	3 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	354 Repairs and maint - vehicles	4,518.83	7,705.86	15,000.00	15,000.00	7,294.14	51 %
	370 Dispatch services (Fire)	0.00	10,355.38	8,000.00	8,000.00	-2,355.38	129 %
	375 Internet expenses	103.31	206.62	660.00	660.00	453.38	31 %
	376 Webpage- Upgrade/Maint	33.00	66.00	400.00	400.00	334.00	17 %
	380 Utilities - alarm service	0.00	0.00	200.00	200.00	200.00	0 %
	381 Utilities - electric	31.56	90.74	4,000.00	4,000.00	3,909.26	2 %
	382 Utilities - propane	0.00	0.00	450.00	450.00	450.00	0 %
	385 Dues and subscriptions	680.77	1,005.77	4,000.00	4,000.00	2,994.23	25 %
	386 Education and training	86.63	86.63	5,000.00	5,000.00	4,913.37	2 %
	393 Advertising and public notices	0.00	143.90	500.00	500.00	356.10	29 %
	394 LAFCO Allocations	965.41	965.41	1,010.00	1,010.00	44.59	96 %
	395 Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	405 Software	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	410 Office Supplies	0.00	62.11	400.00	400.00	337.89	16 %
	450 EMS supplies	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	455 Fire Safety Gear & Equipment	636.23	884.53	10,000.00	10,000.00	9,115.47	9 %
	456 VFF Assistance Grant	0.00	4,679.49	40,000.00	40,000.00	35,320.51	12 %
	465 Cell phones, radios and pagers	40.80	40.80	500.00	500.00	459.20	8 %
	470 Communication equipment	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
	475 Computer supplies and upgrades	24.88	24.88	3,000.00	3,000.00	2,975.12	1 %
	485 Fuel expense	229.47	625.50	6,500.00	6,500.00	5,874.50	10 %
	490 Small tools and equipment	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	495 Uniform expense	0.00	390.66	3,500.00	3,500.00	3,109.34	11 %
	503 Weed Abatement Costs	0.00	0.00	3,200.00	3,200.00	3,200.00	0 %
	505 Fire Training Grounds	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	510 Fire station addition	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	710 County hazmat dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
	715 Licenses, permits and fees	0.00	200.00	800.00	800.00	600.00	25 %
	960 Property tax expense	0.00	0.00	400.00	400.00	400.00	0 %
	Account Total:	22,821.51	86,845.01	484,310.00	484,310.00	397,464.99	18 %
	Account Group Total:	22,821.51	86,845.01	484,310.00	484,310.00	397,464.99	18 %
	Fund Total:	22,821.51	86,845.01	484,310.00	484,310.00	397,464.99	18 %
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
	105 Salaries and Wages	1,213.68	2,440.95	10,000.00	10,000.00	7,559.05	24 %
	111 BOD Stipend	9.00	24.00	180.00	180.00	156.00	13 %
	120 Workers' Compensation	0.00	35.67	200.00	200.00	164.33	18 %
	130 Payroll Tax - Fed W/H	0.00	0.00	500.00	500.00	500.00	0 %
	135 Payroll Tax - FICA	0.00	0.00	500.00	500.00	500.00	0 %
	140 Payroll Tax - Medicare	18.14	36.33	100.00	100.00	63.67	36 %
	155 Payroll Tax - SUI	0.00	0.00	100.00	100.00	100.00	0 %
	160 Payroll Tax - ETT	0.00	0.00	100.00	100.00	100.00	0 %
	165 Payroll Tax - FUTA	0.00	0.00	150.00	150.00	150.00	0 %
	205 Insurance - Health	75.40	144.55	500.00	500.00	355.45	29 %
	210 Insurance - Dental	6.30	12.33	75.00	75.00	62.67	16 %
	215 Insurance - Vision	1.00	1.96	20.00	20.00	18.04	10 %
	225 Retirement - PERS expense	95.59	162.88	500.00	500.00	337.12	33 %
	305 Operations and maintenance	8.25	16.50	2,000.00	2,000.00	1,983.50	1 %
	310 Phone and fax expense	0.00	0.00	120.00	120.00	120.00	0 %
	320 Printing and reproduction	0.00	0.00	100.00	100.00	100.00	0 %
	325 Professional svcs - Accounting	60.00	472.20	900.00	900.00	427.80	52 %
	327 Professional svcs - Legal (General)	174.39	317.43	4,500.00	4,500.00	4,182.57	7 %
	328 Insurance - prop and liability	0.00	413.30	500.00	500.00	86.70	83 %
	331 Professional Services - Legal	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	340 Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
	345 Mileage expense reimbursement	1.39	1.39	150.00	150.00	148.61	1 %
	350 Repairs and maint - computers	51.64	96.99	1,000.00	1,000.00	903.01	10 %
	351 Repairs and maint - equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	353 Repairs & Maint- Infrastructure	0.00	0.00	24,000.00	24,000.00	24,000.00	0 %
	375 Internet expenses	0.00	0.00	120.00	120.00	120.00	0 %
	376 Webpage- Upgrade/Maint	6.00	12.00	100.00	100.00	88.00	12 %
	381 Utilities - electric	1,547.89	4,622.72	26,000.00	26,000.00	21,377.28	18 %
	382 Utilities - propane	0.00	0.00	100.00	100.00	100.00	0 %
	385 Dues and subscriptions	109.23	109.23	300.00	300.00	190.77	36 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	386 Education and training	15.75	15.75	1,500.00	1,500.00	1,484.25	1 %
	393 Advertising and public notices	0.00	3.69	100.00	100.00	96.31	4 %
	394 LAFCO Allocations	175.53	175.53	200.00	200.00	24.47	88 %
	405 Software	0.00	0.00	500.00	500.00	500.00	0 %
	410 Office Supplies	0.00	11.29	0.00	0.00	-11.29	*** %
	465 Cell phones, radios and pagers	9.60	9.60	0.00	0.00	-9.60	*** %
	475 Computer supplies and upgrades	4.52	4.52	0.00	0.00	-4.52	*** %
	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 %
	Account Total:	3,583.30	9,140.81	79,065.00	79,065.00	69,924.19	12 %
	Account Group Total:	3,583.30	9,140.81	79,065.00	79,065.00	69,924.19	12 %
	Fund Total:	3,583.30	9,140.81	79,065.00	79,065.00	69,924.19	12 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
	64000 Sanitary						
	105 Salaries and Wages	16,087.36	30,443.42	163,500.00	163,500.00	133,056.58	19 %
	109 Stand-by Hours	1,020.58	1,477.08	7,500.00	7,500.00	6,022.92	20 %
	111 BOD Stipend	120.00	320.00	2,400.00	2,400.00	2,080.00	13 %
	120 Workers' Compensation	0.00	4,468.86	5,000.00	5,000.00	531.14	89 %
	135 Payroll Tax - FICA	2.57	2.57	0.00	0.00	-2.57	*** %
	140 Payroll Tax - Medicare	245.75	456.97	2,000.00	2,000.00	1,543.03	23 %
	155 Payroll Tax - SUI	1.66	1.66	1,500.00	1,500.00	1,498.34	0 %
	160 Payroll Tax - ETT	0.04	0.04	200.00	200.00	199.96	0 %
	165 Payroll Tax - FUTA	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	205 Insurance - Health	1,174.52	2,433.00	25,000.00	25,000.00	22,567.00	10 %
	206 Insurance - CalPers Health Retiree	0.00	58.15	0.00	0.00	-58.15	*** %
	210 Insurance - Dental	86.39	171.58	1,000.00	1,000.00	828.42	17 %
	215 Insurance - Vision	13.91	27.63	200.00	200.00	172.37	14 %
	225 Retirement - PERS expense	1,728.17	3,029.03	12,250.00	12,250.00	9,220.97	25 %
	305 Operations and maintenance	219.48	1,224.65	6,000.00	6,000.00	4,775.35	20 %
	310 Phone and fax expense	103.12	165.44	1,200.00	1,200.00	1,034.56	14 %
	315 Postage, shipping and freight	754.19	1,004.19	3,000.00	3,000.00	1,995.81	33 %
	320 Printing and reproduction	45.11	128.60	600.00	600.00	471.40	21 %
	325 Professional svcs - Accounting	800.00	6,296.00	9,000.00	9,000.00	2,704.00	70 %
	326 Professional svcs - Engineering	0.00	1,375.00	24,000.00	24,000.00	22,625.00	6 %
	327 Professional svcs - Legal (General)	2,325.28	4,388.90	30,000.00	30,000.00	25,611.10	15 %
	328 Insurance - prop and liability	0.00	8,260.99	8,400.00	8,400.00	139.01	98 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	500.00	5,000.00	5,000.00	4,500.00	10 %
	331 Professional Services - Legal	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	335 Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
	345 Mileage expense reimbursement	15.92	15.92	500.00	500.00	484.08	3 %
	350 Repairs and maint - computers	688.55	1,293.15	3,000.00	3,000.00	1,706.85	43 %
	351 Repairs and maint - equip	0.00	0.00	21,000.00	21,000.00	21,000.00	0 %
	352 Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
353	Repairs & Maint- Infrastructure	0.00	180.00	3,000.00	3,000.00	2,820.00	6 %
354	Repairs and maint - vehicles	508.38	540.27	2,000.00	2,000.00	1,459.73	27 %
355	Testing & Supplies (WWTP)	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
375	Internet expenses	103.31	206.62	1,600.00	1,600.00	1,393.38	13 %
376	Webpage- Upgrade/Maint	80.00	160.00	0.00	0.00	-160.00	*** %
380	Utilities - alarm service	56.20	111.12	1,000.00	1,000.00	888.88	11 %
381	Utilities - electric	6,562.99	19,371.87	75,000.00	75,000.00	55,628.13	26 %
382	Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
383	Utilities - trash	51.99	103.98	650.00	650.00	546.02	16 %
385	Dues and subscriptions	3,136.40	3,136.40	2,100.00	2,100.00	-1,036.40	149 %
386	Education and training	210.00	210.00	1,500.00	1,500.00	1,290.00	14 %
393	Advertising and public notices	0.00	49.20	600.00	600.00	550.80	8 %
394	LAFCO Allocations	2,340.38	2,340.38	2,440.00	2,440.00	99.62	96 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
405	Software	0.00	0.00	6,100.00	6,100.00	6,100.00	0 %
410	Office Supplies	0.00	150.58	750.00	750.00	599.42	20 %
432	Utility Rate Design Study	339.35	2,836.85	0.00	0.00	-2,836.85	*** %
459	Scada - Maintenance Fees	54.81	54.81	1,000.00	1,000.00	945.19	5 %
465	Cell phones, radios and pagers	96.00	96.00	1,000.00	1,000.00	904.00	10 %
475	Computer supplies and upgrades	60.32	60.32	5,000.00	5,000.00	4,939.68	1 %
485	Fuel expense	20.37	124.12	5,500.00	5,500.00	5,375.88	2 %
490	Small tools and equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
495	Uniform expense	0.00	0.00	750.00	750.00	750.00	0 %
500	Capital Outlay	44,825.40	44,825.40	0.00	0.00	-44,825.40	*** %
545	Sewer System Mngmt Plan (SSMP)	0.00	8,388.75	8,500.00	8,500.00	111.25	99 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	16,000.00	16,000.00	16,000.00	0 %
581	WWTP Expansion	0.00	2,582.50	45,000.00	45,000.00	42,417.50	6 %
582	WWTP Plant Maintenance	522.21	528.74	12,000.00	12,000.00	11,471.26	4 %
585	Sludge Removal Project	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
705	Waste Discharge Fees/Permits	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, permits and fees	87.00	273.50	1,000.00	1,000.00	726.50	27 %
	Account Total:	84,487.71	153,874.24	588,890.00	588,890.00	435,015.76	26 %
	Account Group Total:	84,487.71	153,874.24	588,890.00	588,890.00	435,015.76	26 %
	Fund Total:	84,487.71	153,874.24	588,890.00	588,890.00	435,015.76	26 %
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
105	Salaries and Wages	17,432.65	32,471.79	163,500.00	163,500.00	131,028.21	20 %
109	Stand-by Hours	1,020.55	1,477.05	7,500.00	7,500.00	6,022.95	20 %
111	BOD Stipend	120.00	320.00	0.00	0.00	-320.00	*** %
120	Workers' Compensation	0.00	3,521.93	4,000.00	4,000.00	478.07	88 %
135	Payroll Tax - FICA	2.57	2.57	0.00	0.00	-2.57	*** %
140	Payroll Tax - Medicare	264.65	485.15	2,500.00	2,500.00	2,014.85	19 %
155	Payroll Tax - SUI	1.66	1.66	1,500.00	1,500.00	1,498.34	0 %
160	Payroll Tax - ETT	0.04	0.04	200.00	200.00	199.96	0 %
165	Payroll Tax - FUTA	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
205	Insurance - Health	1,228.81	2,496.99	25,000.00	25,000.00	22,503.01	10 %
206	Insurance - CalPers Health Retiree	0.00	58.15	0.00	0.00	-58.15	*** %
210	Insurance - Dental	88.65	178.92	1,200.00	1,200.00	1,021.08	15 %
215	Insurance - Vision	14.28	28.85	200.00	200.00	171.15	14 %
225	Retirement - PERS expense	1,893.18	3,264.92	12,500.00	12,500.00	9,235.08	26 %
305	Operations and maintenance	343.26	518.32	8,000.00	8,000.00	7,481.68	6 %
310	Phone and fax expense	103.13	165.44	1,200.00	1,200.00	1,034.56	14 %
315	Postage, shipping and freight	754.19	1,004.19	3,000.00	3,000.00	1,995.81	33 %
320	Printing and reproduction	45.11	128.60	600.00	600.00	471.40	21 %
324	Professional Svcs- GSA-GSP	16,764.38	19,404.38	30,000.00	30,000.00	10,595.62	65 %
325	Professional svcs - Accounting	800.00	6,296.00	9,000.00	9,000.00	2,704.00	70 %
326	Professional svcs - Engineering	0.00	1,155.00	25,000.00	25,000.00	23,845.00	5 %
327	Professional svcs - Legal (General)	2,435.58	11,317.10	40,000.00	40,000.00	28,682.90	28 %
328	Insurance - prop and liability	0.00	12,986.27	13,000.00	13,000.00	13.73	100 %
329	New Hire Screening	0.00	0.00	150.00	150.00	150.00	0 %
330	Contract labor	0.00	500.00	5,000.00	5,000.00	4,500.00	10 %
331	Professional Services - Legal	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
332	Professional Services - Legal	95,387.59	105,189.10	250,000.00	250,000.00	144,810.90	42 %
335	Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and conferences	0.00	0.00	750.00	750.00	750.00	0 %
345	Mileage expense reimbursement	15.92	15.92	500.00	500.00	484.08	3 %
350	Repairs and maint - computers	688.55	1,293.15	5,000.00	5,000.00	3,706.85	26 %
351	Repairs and maint - equip	10.65	10.65	4,000.00	4,000.00	3,989.35	0 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	39.63	1,106.74	30,000.00	30,000.00	28,893.26	4 %
354	Repairs and maint - vehicles	508.37	540.26	2,000.00	2,000.00	1,459.74	27 %
356	Testing & Supplies - Well #3 (Water)	65.43	358.43	2,500.00	2,500.00	2,141.57	14 %
357	Testing & Supplies - Well #4 (Water)	65.43	210.43	2,500.00	2,500.00	2,289.57	8 %
358	Testing & Supplies- SLT Well (Water)	221.42	761.30	5,000.00	5,000.00	4,238.70	15 %
359	Testing & Supplies-Other	260.00	1,229.71	5,000.00	5,000.00	3,770.29	25 %
362	Cross-Connection Control Svcs.	202.80	202.80	1,000.00	1,000.00	797.20	20 %
375	Internet expenses	103.32	206.64	1,600.00	1,600.00	1,393.36	13 %
376	Webpage- Upgrade/Maint	80.00	160.00	960.00	960.00	800.00	17 %
380	Utilities - alarm service	56.20	111.13	1,000.00	1,000.00	888.87	11 %
381	Utilities - electric	4,903.18	13,499.35	40,000.00	40,000.00	26,500.65	34 %
382	Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
383	Utilities - trash	51.99	103.98	650.00	650.00	546.02	16 %
385	Dues and subscriptions	3,136.40	3,136.40	3,900.00	3,900.00	763.60	80 %
386	Education and training	375.00	875.00	2,500.00	2,500.00	1,625.00	35 %
393	Advertising and public notices	0.00	49.20	600.00	600.00	550.80	8 %
394	LAFCO Allocations	2,340.38	2,340.38	2,440.00	2,440.00	99.62	96 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
405	Software	0.00	0.00	6,100.00	6,100.00	6,100.00	0 %
410	Office Supplies	44.38	194.96	500.00	500.00	305.04	39 %
415	Office Equipment	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
431	SLT Blending Line - CDBG Project	0.00	220.00	0.00	0.00	-220.00	*** %
432	Utility Rate Design Study	339.35	2,836.85	0.00	0.00	-2,836.85	*** %
459	Scada - Maintenance Fees	54.81	54.81	1,000.00	1,000.00	945.19	5 %
465	Cell phones, radios and pagers	93.60	93.60	0.00	0.00	-93.60	*** %
475	Computer supplies and upgrades	60.32	60.32	5,000.00	5,000.00	4,939.68	1 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	481 Chemicals- Well #3	811.80	1,168.05	3,000.00	3,000.00	1,831.95	39 %
	482 Chemicals-Well #4	941.47	1,297.72	3,000.00	3,000.00	1,702.28	43 %
	483 Chemicals-SLT Well	0.00	356.25	1,500.00	1,500.00	1,143.75	24 %
	485 Fuel expense	20.36	124.11	4,000.00	4,000.00	3,875.89	3 %
	490 Small tools and equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	495 Uniform expense	0.00	0.00	750.00	750.00	750.00	0 %
	520 Water Main Valves Replacement	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	525 Water meter replacement	2,500.25	2,500.25	15,000.00	15,000.00	12,499.75	17 %
	535 Water Lines Repairs	0.00	1,170.98	30,000.00	30,000.00	28,829.02	4 %
	605 USDA Loan Payment	0.00	-65,995.33	67,000.00	67,000.00	132,995.33	-99 %
	715 Licenses, permits and fees	0.00	76.50	7,000.00	7,000.00	6,923.50	1 %
	930 Interest Fees	0.00	49,755.52	0.00	0.00	-49,755.52	*** %
	Account Total:	156,691.29	223,098.48	896,200.00	896,200.00	673,101.52	25 %
	Account Group Total:	156,691.29	223,098.48	896,200.00	896,200.00	673,101.52	25 %
	Fund Total:	156,691.29	223,098.48	896,200.00	896,200.00	673,101.52	25 %
60 SOLID WASTE DEPARTMENT							
65000 Water							
	65000 Water						
	385 Dues and subscriptions	18.20	18.20	0.00	0.00	-18.20	*** %
	Account Total:	18.20	18.20	0.00	0.00	-18.20	*** %
	Account Group Total:	18.20	18.20	0.00	0.00	-18.20	*** %
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	73.76	207.76	4,500.00	4,500.00	4,292.24	5 %
	110 Payroll tax expense	0.00	0.00	400.00	400.00	400.00	0 %
	111 BOD Stipend	1.50	4.00	30.00	30.00	26.00	13 %
	120 Workers' Compensation	0.00	5.95	100.00	100.00	94.05	6 %
	140 Payroll Tax - Medicare	1.05	2.98	400.00	400.00	397.02	1 %
	165 Payroll Tax - FUTA	0.00	0.00	50.00	50.00	50.00	0 %
	205 Insurance - Health	10.16	19.31	500.00	500.00	480.69	4 %
	210 Insurance - Dental	0.33	0.64	50.00	50.00	49.36	1 %
	215 Insurance - Vision	0.05	0.10	0.00	0.00	-0.10	*** %
	225 Retirement - PERS expense	9.26	16.73	500.00	500.00	483.27	3 %
	305 Operations and maintenance	1.38	2.76	200.00	200.00	197.24	1 %
	310 Phone and fax expense	0.00	0.00	25.00	25.00	25.00	0 %
	320 Printing and reproduction	0.00	0.00	50.00	50.00	50.00	0 %
	325 Professional svcs - Accounting	10.00	78.70	150.00	150.00	71.30	52 %
	327 Professional svcs - Legal (General)	173.07	196.91	5,750.00	5,750.00	5,553.09	3 %
	328 Insurance - prop and liability	0.00	68.89	100.00	100.00	31.11	69 %
	331 Professional Services - Legal	0.00	0.00	250.00	250.00	250.00	0 %
	340 Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
	345 Mileage expense reimbursement	0.00	0.00	50.00	50.00	50.00	0 %
	350 Repairs and maint - computers	8.60	16.15	50.00	50.00	33.85	32 %
	375 Internet expenses	0.00	0.00	25.00	25.00	25.00	0 %
	376 Webpage- Upgrade/Maint	1.00	2.00	15.00	15.00	13.00	13 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	382 Utilities - propane	0.00	0.00	50.00	50.00	50.00	0 %
	384 Trash Recepticles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	385 Dues and subscriptions	0.00	0.00	50.00	50.00	50.00	0 %
	386 Education and training	2.63	2.63	250.00	250.00	247.37	1 %
	393 Advertising and public notices	0.00	0.61	500.00	500.00	499.39	0 %
	394 LAFCO Allocations	29.25	29.25	0.00	0.00	-29.25	*** %
	405 Software	0.00	0.00	50.00	50.00	50.00	0 %
	410 Office Supplies	0.00	1.88	0.00	0.00	-1.88	*** %
	475 Computer supplies and upgrades	0.76	0.76	0.00	0.00	-0.76	*** %
	Account Total:	322.80	658.01	16,295.00	16,295.00	15,636.99	4 %
	Account Group Total:	322.80	658.01	16,295.00	16,295.00	15,636.99	4 %
	Fund Total:	341.00	676.21	16,295.00	16,295.00	15,618.79	4 %
	Grand Total:	267,924.81	473,634.75	2,064,760.00	2,064,760.00	1,591,125.25	23 %

Fund	Amount
20 FIRE PROTECTION DEPARTMENT	11,406.45
30 STREET LIGHTING DEPARTMENT	1,421.10
40 WASTEWATER DEPARTMENT	20,231.30
50 WATER DEPARTMENT	21,582.69
60 SOLID WASTE DEPARTMENT	94.61
Total for all Funds	54,736.15

***NOTE: Before sending the Payroll Summary Journal voucher to the Finance Application, please verify that the total of each of these three reports match: Cash Report, Payroll Summary (Gross pay + employer contributions), Payroll Expenditure Detail. There are a few exceptions to this: 1. Advances that Cross Periods; 2. WC Discount; 3. Prior Period Checks Cancelled in this Period; 4. Local Deductions with Receipt Accounting set up.



San Miguel Community Services District

Board of Directors Staff Report

September 27, 2018

AGENDA ITEM: XI. 2

SUBJECT: Consideration by the Board of Directors of the San Miguel Community Services District to approve Resolution 2018-28 accepting the San Lawrence Terrace Arsenic Blending Pipeline and Tank Improvements, and closing out the contract with Whitaker Construction Group, Inc. and the Sub-Recipient Agreement for 2015 CDBG Grant Funds between the County of San Luis Obispo and the San Miguel Community Services District.

STAFF RECOMMENDATION:

District staff recommends that the Board of Directors approves Resolution 2018-28 formally accepting the project and authorize the Director of Utilities to execute the required project close-out documents. In addition, District staff also recommends that the Board of Directors direct the Director of Utilities to execute and submit the appropriate documents which are required to close out the Sub-Recipient Agreement for 2015 CDBG Grant Funds between the County of San Luis Obispo and the San Miguel Community Services District.

BACKGROUND:

On August 31, 2017 the District awarded a contract to the Whitaker Construction Group, Inc. in the amount of \$156,295.00 for the construction of approximately 620 LF of new 8" HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank, tie-in of the new water main to the existing 4" SLT well pump discharge (8" PVC Piping), abandonment of the existing 4" SLT well feed line to the distribution system, providing a service stub for water quality sampling at the SLT well site, penetration of the existing tank to accommodate new fill line (reduced to 6", steel pipe above ground attached to tank) and tank coating repair immediate to pipe penetration and pipe hanger installation, associated pipe hangers, fittings, couplings, hydro-seeding the hillside where pipeline is to be installed, water main disinfection and pressure testing, pressure switch and SCADA programming, and other work as required to make the SLT well blending line complete and operational.

A Notice to Proceed was issued on September 26, 2017 and the Contractor completed substantial completion of the project February 22, 2018. There were minor project delays that occurred due

to manufacturing disruptions on the part of the pipe supplier as a result of hurricanes in the gulf coast of the United States during the fall of 2017. Change Order #1 is attached which extended the contract time by 36 calendar days to compensate for the materials delay. The project is complete and meets the requirements of the plans, specifications, and contract documents and is ready for acceptance.

In conjunction with the acceptance of the project, it will be necessary for the District to close-out the close out the Sub-Recipient Agreement for 2015 CDBG Grant Funds which exists between the County of San Luis Obispo and the San Miguel Community Services District. This agreement provided for CDBG grant funding assistance in the amount of \$150,000. These funds were used to partially fund this project.

FUNDING:

No funding request is made in conjunction with this item.

FISCAL IMPACT

There will be no costs associated with the close-out of this project, with the exception of District staff and District Engineer's time.

PREPARED BY:

APPROVED BY:

Blaine T. Reely

Kelly Dodds

Blaine T. Reely, P.E., District Engineer

Kelly Dodds, Director of Utilities

Attachments: Resolution 2018-28
Notice of Completion
Change Order No. 1

RESOLUTION NO. 2018-28

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT ACCEPTING THE SAN
LAWRENCE TERRACE ARSENIC BLENDING PIPELINE AND TANK
IMPROVEMENTS AND DIRECT STAFF TO CLOSE OUT THE CONTRACT WITH
WHITAKER CONSTRUCTION GROUP, INC. AND THE SUB-RECIPIENT
AGREEMENT FOR 2015 CDBG GRANT FUNDS BETWEEN THE COUNTY OF SAN
LUIS OBISPO AND THE SAN MIGUEL COMMUNITY SERVICES DISTRICT**

WHEREAS, On August 31, 2017, San Miguel Community Services District (“District”) Board of Directors awarded a contract to the Whitaker Construction Group, Inc. in the amount of \$156,295.00 for the construction of approximately 620 LF of new 8” HDPE potable water main, extending from the existing San Lawrence Terrace (SLT) well site, to the existing 50,000 gallon tank, (hereinafter referred to as “Project”); and.

WHEREAS, the Whitaker Construction Group, Inc. has completed the Project in accordance with the approved plans, specifications and contract documents; and

WHEREAS, An agreement by and between the County of San Luis Obispo, a political subdivision of the State of California, hereinafter called “Recipient,” and the San Miguel Community Services District, a public special district agency, located in the County of San Luis Obispo, hereinafter called “Sub-Recipient”; jointly referred to as “Parties”, are parties to a Sub-Recipient Agreement for 2015 CDBG grant funds which provided grant funding in the amount of \$150,000.00; and

WHEREAS, the District Board of Directors wishes to accept the Project and close out the construction contract with the Whitaker Construction Group, Inc. and close out the Sub-Recipient Agreement for 2015 CDBG grant funds between the County of San Luis Obispo and the San Miguel Community Services; and

WHEREAS, the District Board of Directors formally accept the Project and authorizes the Director of Utilities to execute the required project close-out documents. In addition, the Board of Directors direct the Director of Utilities to execute and submit the appropriate documents which are required to close out the Sub-Recipient Agreement for 2015 CDBG Grant Funds between the County Of San Luis Obispo and The San Miguel Community Services District.

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 27th day of September 2018.

Rob Roberson, Interim General Manager

John Green, Board President

ATTEST:

Douglas L. White, District General Counsel

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Monsoon Consultants
P.O. Box 151
San Luis Obispo, California 93406

NOTICE OF COMPLETION

Project Title: **SAN MIGUEL COMMUNITY SERVICES DISTRICT SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT**

The Project or portion of The Project completed is: **SAN MIGUEL COMMUNITY SERVICES DISTRICT SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT**

The location of The Project is: San Miguel, San Luis Obispo County, CA

The work performed under this contract has been inspected by authorized representatives of the OWNER, the Contractor, and the Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the OWNER and declared to be substantially completed on the above date.

Completion of the Work shall be the date of such acceptance of the Work by the OWNER, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected is appended hereto. All such work shall be completed or corrected to the satisfaction of the OWNER within 30 calendar days; otherwise the Contractor does hereby waive any and all claims to all monies withheld by the OWNER under the Contract to cover the value of such uncompleted or uncorrected items.

NO TRANSFERORS

MONSOON CONSULTANTS

Engineer

By 
Authorized Representative/Date

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items on the appended list within 30 calendar days or waives all rights to any monies withheld therefor.

WHITAKER CONSTRUCTION GROUP, INC

Contractor

By 
Authorized Representative/Date

The OWNER accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at _____ (time), on _____ (date). The responsibility for heat, utilities, security,

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
CALIFORNIA CIVIL CODE SECTION 8134**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: Whitaker Construction Group, Inc.
Name of Customer: San Miguel CSD
Job Location: San Miguel, CA
Owner: San Miguel Community Services District
Through Date: 2/28/18

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ 135,679.

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: 
Claimant's Title: Project Manager
Date of Signature: 8/30/18

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
CALIFORNIA CIVIL CODE SECTION 8132**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: Whitaker Construction Group, Inc.
Name of Customer: San Miguel CSD
Job Location: San Miguel, CA
Owner: San Miguel Community Services District
Through Date: 3/30/18

This document waives and releases lien, stop payment notice and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or materials delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: San Miguel CSD
Amount of Check: \$ 12,801.25
Check Payable to: Whitaker Construction Group, Inc.

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: [Signature]
Claimant's Title: Project Manager
Date of Signature: 8/30/18

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT
CALIFORNIA CIVIL CODE SECTION 8136**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: Whitaker Construction Group, Inc.
Name of Customer: San Miguel CSD
Job Location: San Miguel, CA
Owner: San Miguel Community Services District

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: San Miguel CSD
Amount of Check: \$ 7,814.75
Check Payable to: Whitaker Construction Group, Inc.

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: 
Claimant's Title: Project Manager
Date of Signature: 8/30/18

CHANGE ORDER

Contract Changer Order No. 001

Date: August 31, 2018
 Engineer's No. WG 046-0030

CONTRACT TITLE: SAN MIGUEL COMMUNITY SERVICES DISTRICT SAN LAWRENCE TERRACE WELL BLENDING LINE PROJECT

CONTRACTOR: WHITAKER CONSTRUCTION GROUP, INC

DESCRIPTION OF CHANGES	NET CHANGE
Extend Contract Completion Date from January 30, 2018 to March 7, 2018. Time extension was due to delay in pipe supply which was caused by a disruption in manufacturing related to impacts from hurricanes in southern Texas during late 2017.	Extend Contract Duration by 36 Calendar Days
NET CHANGE IN CONTRACT PRICE	\$ 0.00
Original Contract Amount	\$ 156,295.00
Total Previous Changes	\$ 0.00
Amount of this Change	\$ 0.00
New Contract Total	\$ 156,295.00
Change in Contract Time	36 Calendar Days

This document will become a supplement to the Contract and all provisions will apply hereto.

B.R.T. Reely
 Recommended by ENGINEER

8/31/2018
 Date

Matthew Boushian, President
 Approved by CONTRACTOR

9/4/2018
 Date

Approved by OWNER

Date



San Miguel Community Services District

Board of Directors Staff Report

September 27th, 2018

AGENDA ITEM: XI-3

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 2nd quarter 2018 testing the plant is out of compliance in regard to TDS, Chloride, and Sodium

FLOW – In AUGUST the plant averaged 151,795 gallons per day (76% of hydraulic design capacity) with a max day of 187,629 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.

- The initial DRAFT of the WWTP Expansion engineering report, which includes a discussion of several design alternatives, was delivered to staff for review and comment on August 20th.
- Input from Staff was provided to Monsoon Consulting, and the list of potential expansion design alternatives was “short listed” and these will be taken to the next level of design.
- The DE is planning to have the FINAL engineering report completed and ready for presentation to the BOARD at the regular October 2018 Board Meeting. Costs associated with the preparation of the engineering report are reimbursable from a IRWM Prop 1 DAC

Involvement Grant that the District was awarded in early 2018. The amount of the available grant funds is \$177,750.

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.

FUNDS EXPENDED

Total Costs incurred to date

- \$2,582.00

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.

Applied for/ to

- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – approval pending the Districts FY2016-17 audit.

NEXT STEPS:

WWTF

After the FINAL engineering report is completed and approved by the Board and the final WWTP expansion design criteria are determined, then a schedule/ timeline will be presented for the preparation of construction documentation, environmental / regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

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

Based on discussions with the DE, we anticipate that prior to the end of 2018, the DE will initiate 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. Prior to the end of 2018, we plan to prepare and issue an RFP for Environmental Permitting and CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4th Quarter 2019.

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

Time remaining—2.5 years (30 months)

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

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

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Director of Utilities

Blaine Reely _____

Blaine Reely, Monsoon Consulting

Attachment:



San Miguel Community Services District

Board of Directors Staff Report

September 27, 2018

AGENDA ITEM: XI. 4

SUBJECT: Consideration and Approval of Resolution 2018-30 approving the proposal from Monsoon Consultants for the Preparation of Engineering Studies and Reports for the Machado Wastewater Treatment Facility Upgrade / Expansion and Groundwater Recharge Facilities in an amount of \$177,750 funded through a grant from Integrated Regional Water Management (IRWM)

RECOMMENDATION:

Adopt Resolution 2018-30 approving the proposal from Monsoon Consultants for the Preparation of Engineering Studies and Reports for the Machado Wastewater Treatment Facility Upgrade / Expansion and Groundwater Recharge Facilities in an amount of \$177,750 funded through a grant from Integrated Regional Water Management (IRWM), and authorize budget adjustments in the same amount to expense line 40-586 WWTF/ Recharge Study and revenue line 40-41012 IRWM grants

BACKGROUND:

The Director of Utilities requested a proposal from the District Engineer, Monsoon Consultants, to undertake an engineering study to identify the recommended strategy for the expansion and upgrade of the Machado Wastewater Treatment Facility (WWTF). The expansion and upgrade of the WWTF has been a recognized need of the District for several years and is identified in the recently updated Water & Wastewater Masterplan. In June 2018, SMCSD received a formal letter from the California Water Boards Central Coast Regional Water Quality Control Board (CWB) stating a Wastewater Treatment Plant expansion is required for treatment of effluent quality. In that letter, in that letter, the CWB states *“our analysis of recent flow volumes shows that the current wastewater treatment plant will reach capacity (200,000 gallons per day) in less than 3 years, and we therefore urge you to proceed with expansion planning and construction with all due haste”*

In anticipation of the need to fund the subject engineering study, the District applied for grant funding under the DWR Central Coast Integrated Regional Water Management (IRWM)

Disadvantaged Community Involvement program. The District was notified in early 2018 that they were awarded IRWM grant funding in the amount of \$177,750.00. The approved project objective is described as follows:

Task 5.5: San Miguel Community Services District Wastewater Plant Expansion Study and Recharge Basin Study:

San Miguel Community Services District (SMCSD) proposes to conduct a wastewater plant upgrade / expansion study. A loading study concluded that the existing facilities are nearing the legal limit of certain contaminants. A wastewater plant upgrade / expansion study would address these concerns, so the district could adequately prepare for a wastewater expansion project. As part of the project, the District will conduct a topographic & boundary survey of a recently acquired tract of land that will be integral to the assessment of plant upgrade / expansion alternatives. Additionally, a study for the feasibility of groundwater recharge basins and reclamation is proposed within the SMCSD boundaries. Since SMCSD lacks a supplemental source, the water needs for this DAC depend highly on the health of the immediate groundwater basin. The study would determine the locations for future groundwater recharge basins and injection wells with the intent to provide a supplemental source that is economically affordable.

Based on discussions with representatives of the County of San Luis Obispo, Monsoon has confirmed that the District has been awarded grant funds in the amount of \$177,750. Any expenses that are incurred which are related to the preparation of the subject engineering studies are reimbursable to the District under the terms of the grant. The District will not be required to provide any matching funds. To date, the District has submitted two (2) small invoices for reimbursement as part of this project. Reimbursement of those invoices and future invoices will occur after a Sub-Recipient Agreement is executed between the County of San Luis Obispo and the District. The preparation of the Sub-Recipient Agreement is in process at the County and is forthcoming.

Under the terms of the attached proposal, Monsoon proposes to complete the two (2) Engineering Studies that are identified in the IRWM DAC grant request. Monsoon has an intimate understanding of the needs and objectives of the District and is very sensitive to the aggressive timeline that must be achieved. Under no circumstances will the cost of Monsoon's services, as they relate to the project deliverables described herein, exceed the amount of available IRWM DAC Grant Funds.

FUNDING:

Funding for this project will initially come from the Wastewater Fund, with all expenditures to be reimbursed back to the District from IRWM DAC Grant Funds.

Budget adjustments will be needed as follows:

- expense line 40-586 WWTF/ GW Recharge Study in the amount of \$177,750
- revenue line 40-41012 IRWM grants in the amount of \$177,750

FISCAL IMPACT

The fiscal impact to the District will be the result of the lag between the actual expenditure of funds which are associated with the subject engineering studies and the reimbursement of those expenditures from the IRWM DAC Grant Funds...

STAFF RECOMMENDATION

Board of Directors should discuss this issue and approve the Proposal from Monsoon Consultants for the preparation of Engineering Studies and Reports for the Machado Wastewater Treatment Facility Upgrade / Expansion and Groundwater Recharge Facilities.

PREPARED BY:

APPROVED BY:

Blaine T. Reely

Kelly Dodds

Blaine T. Reely, P.E., District Engineer

Kelly Dodds, Director of Utilities

Attachments: Resolution 2018-30
Monsoon Consultants Proposal 2018.06.002

RESOLUTION NO. 2018-30

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE PROPOSAL
FROM MONSOON CONSULTANTS FOR THE PREPARATION OF ENGINEERING
STUDIES AND REPORTS FOR THE MACHADO WASTEWATER TREATMENT
FACILITY UPGRADE / EXPANSION AND GROUNDWATER RECHARGE
FACILITIES**

WHEREAS, The expansion and upgrade of the Machado WWTF has been a recognized need of the District for several years and is identified in the recently updated Water & Wastewater Masterplan.; and.

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

WHEREAS, the District applied for grant funding under the DWR Central Coast Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement program and was notified in early 2018 that the District was awarded IRWM grant funding in the amount of \$177,750.00 to prepare a Wastewater Plant Expansion Engineering Study and Groundwater Recharge Basin Study; and

WHEREAS, the District wishes to conduct a wastewater plant upgrade / expansion study. As part of the project, the District will conduct a topographic & boundary survey of a recently acquired tract of land that will be integral to the assessment of plant upgrade / expansion alternatives. Additionally, the District wishes to conduct a study to evaluate the feasibility of groundwater recharge of treated wastewater effluent to the Paso Robles Groundwater Basin within, or proximal to, the SMCSO boundaries; and

WHEREAS, the District Board of Directors formally approves the Proposal 2018.06.002 from Monsoon Consultants to complete the two (2) Engineering Studies that are identified in the IRWM DAC grant request. The District recognizes that Monsoon Consultants has an intimate understanding of the needs and objectives of the District and is very sensitive to the aggressive timeline that must be achieved. It is understood that under no circumstances will the cost of Monsoon Consultant's services, as they relate to the project deliverables described in their proposal, exceed the amount of available IRWM DAC Grant Funds; and

WHEREAS, the District Board of Directors authorizes a budget adjustment in the amount of \$177,750 to expense line 40-586 WWTF/ GW Recharge Study in the amount of \$177,750 and revenue line 40-41012 IRWM grants in the amount of \$177,750; 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 27th day of September, 2018.

Rob Roberson, Interim General Manager

John Green, Board President

ATTEST:

Douglas L. White, District General Counsel



P.O. Box 151
San Luis Obispo, CA 93406
(805) 280-1051
breely@monsoonconsultants.com

No. P2018.06.002

X

Proposal
Invoice
Change Order No.
Work Authorization

Submitted To:	Project Information:
---------------	----------------------

Client: San Miguel Community Services District	Project Name: Machado Wastewater Treatment Facility Expansion & Groundwater Recharge Engineering Studies
Attn: Kelly Dodds / Director of Utilities	Project No.: 2018.06.002
Address: 1150 Mission Street San Miguel, California 93451	Proposal Date: September 27, 2018
E-mail: kelly.dodds@sanmiguelcsd.org	
Phone: (805) 467-3388	Location: San Miguel, California
Fax: N/A	Owner: San Miguel CSD

Monsoon Consultants (MONSOON) Hereby Submits: Our fee proposal and work authorization for . . .
--

Basic Scope of Work

The San Miguel Community Services District (SMCSD) Director of Utilities has requested a proposal from MONSOON to undertake an engineering study to identify the recommended strategy for the expansion and upgrade of the Machado Wastewater Treatment Facility (WWTF). The expansion and upgrade of the WWTF has been a recognized need of the District for several years and is identified in the recently updated Water & Wastewater Masterplan. In June 2018, SMCSD received a formal letter from the California Water Boards Central Coast Regional Water Quality Control Board (CWB) stating a Wastewater Treatment Plant expansion is required for treatment of effluent quality. In that letter, in that letter, the CWB states "our analysis of recent flow volumes shows that the current wastewater treatment plant will reach capacity (200,000 gallons per day) in less than 3 years, and we therefore urge you to proceed with expansion planning and construction with all due haste "

In anticipation of the need to fund the subject engineering study, the District applied for grant funding under the DWR Central Coast Integrated Regional Water Management (IRWM) Disadvantaged Community Involvement program. The District was notified in early 2018 that they were awarded IRWM grant funding in the amount of \$177,750.00. The approved project objective is described as follows:

Task 5.5: San Miguel Community Services District Wastewater Plant Expansion Study and Recharge Basin Study:

San Miguel Community Services District (SMCSD) proposes to conduct a wastewater plant upgrade / expansion study. A loading study concluded that the existing facilities are nearing the legal limit of certain contaminates. A wastewater plant upgrade / expansion study would address these concerns, so the district could adequately prepare for a wastewater expansion project. As part of the project, the District will conduct a topographic & boundary survey of a recently acquired tract of land that will be integral to the assessment of plant upgrade / expansion alternatives. Additionally, a study for the feasibility of groundwater recharge basins and reclamation is proposed within the SMCSD boundaries. Since SMCSD lacks a supplemental source, the water needs for this DAC depend highly on the



health of the immediate groundwater basin. The study would determine the locations for future groundwater recharge basins and injection wells with the intent to provide a supplemental source that is economically affordable.

The approved budget, under the terms of the IRWM DAC grant is as follows:

Classification	Unit	Hours or Units	Hourly Rate or	Cost	GRANT	Match	Total	Adv. Payment
			Unit Cost					
Principal Engineer / Hydrologist	Hourly Rate	263	\$ 150.00	\$ 39,450.00	\$ 39,450.00	n/a	\$ 39,450.00	n/a
Staff Engineer / Hydrologist	Hourly Rate	325	\$ 125.00	\$ 40,625.00	\$ 40,625.00	n/a	\$ 40,625.00	n/a
Engineering / CAD / GIS Specialist	Hourly Rate	325	\$ 105.00	\$ 34,125.00	\$ 34,125.00	n/a	\$ 34,125.00	n/a
Technical Writer / Editor / Graphic Illustrator	Hourly Rate	185	\$ 90.00	\$ 16,650.00	\$ 16,650.00	n/a	\$ 16,650.00	n/a
Administrative Support	Hourly Rate	120	\$ 75.00	\$ 9,000.00	\$ 9,000.00	n/a	\$ 9,000.00	n/a
Other Direct Costs	Estimated Total	1	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	n/a	\$ 5,500.00	n/a
WWTF Property Topo / Boundary Survey	Estimated Total	1	\$ 15,300.00	\$ 15,300.00	\$ 15,300.00	n/a	\$ 15,300.00	
Geotechnical / Geologic Investigations	Estimated Total	1	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	n/a	\$ 7,200.00	n/a
Environmental Compliance Services	Estimated Total	1	\$ 9,900.00	\$ 9,900.00	\$ 9,900.00	n/a	\$ 9,900.00	n/a
			TOTAL	\$ 177,750.00	\$ 177,750.00	\$ -	\$ 177,750.00	

The project deliverables that were identified in the IRWM DAC grant documentation include the following:

- Machado WWTF Upgrade / Expansion Engineering Study
- SMCSO WWTF Groundwater Recharge Engineering Study

Based on discussions with representatives of the County of San Luis Obispo, Monsoon has confirmed that the District has been awarded grant funds in the amount of \$177,750. Any expenses that are incurred which are related to the preparation of the subject engineering studies are reimbursable to the District under the terms of the grant. The District will not be required to provide any matching funds. To date, the District has submitted two (2) small invoices for reimbursement as part of this project. Reimbursement of those invoices and future invoices will occur after a Sub-Recipient Agreement is executed between the County of San Luis Obispo and the District. The preparation of the Sub-Recipient Agreement is in process at the County and is forthcoming.

Under the terms of this proposal, Monsoon proposes to complete the two (2) Engineering Studies that are identified in the IRWM DAC grant request. We have an intimate understanding of the needs and objectives of the District and are very sensitive to the aggressive timeline that must be achieved.

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 the IRWM DAC Grant amount of \$177,750 without prior authorization from the client.

Labor Rates

Principal Engineer / Hydrologist	\$150.00 / Hr
Staff Engineer / Scientist	\$125.00 / Hr
GIS / CAD / CAD Specialist	\$105.00 / Hr
Technical Writer / Editor / Graphic Illustrator	\$90.00 / Hr
Administrative Support Staff	\$75.00 / Hr

Schedule

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



P.O. Box 151
San Luis Obispo, CA 93406
(805) 280-1051
breely@monsoonconsultants.com

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

September 18, 2018

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

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.



P.O. Box 151
San Luis Obispo, CA 93406
(805) 280-1051
breely@monsoonconsultants.com

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

September 27th, 2018

AGENDA ITEM: XI-5

SUBJECT: Review and Approve **Resolution No. 2018-29** authorizing the District Engineer to contract with Terrain in an amount not to exceed \$15,300 for the boundary survey and aerial topography of the existing wastewater treatment plant and expansion property. To be funded from 40-586 WWTF/ GW Recharge Study, this cost is reimbursable through the IWRM grant.

RECOMMENDATION: Approve **Resolution No. 2018-29** authorizing the District Engineer to contract with Terrain in an amount not to exceed \$15,300 for the boundary survey and aerial topography of the existing wastewater treatment plant and expansion property.

In June 2018 the Board received a letter from the State Regional Water Board ordering the District to increase the capacity of the Machado Wastewater Treatment Facility (WWTF) within the next 2.9 years to meet the projected influent, and to meet projected state regulation. Or potentially face penalties for exceeding the designed/ permitted capacities.

As the WWTF engineering study progresses, and we get nearer to the design phase of the WWTF expansion, staff will be requesting approval for smaller components, such as this one, needed to move forward with the WWTF expansion design.

This survey and mapping are needed, initially, to ensure that the designs being proposed can be built within the space available and will be possible with the minimum elevations at the current and future sites. Once a treatment process is chosen the survey and mapping will be used to develop the construction plans.

The cost of the survey and topographic mapping are reimbursable under the \$177,750 IRWM grant that the District has been awarded.

FISCAL IMPACT

This proposal will cost \$15,300 from 40-586 WWTF/ GW Recharge Study. This cost is reimbursable through the IWRM grant

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Director of Utilities

Attachment: Resolution 2018-29, Proposals from Terrain and MBS surveyors.

RESOLUTION NO. 2018-29

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT
ENGINEER TO CONTRACT WITH TERRAIN TO PERFORM A SURVEY AND
AERIAL TOPOGRAPHIC MAPPING OF THE CURRENT WASTEWATER
TREATMENT PLANT AND THE EXPANSION PROPERTY IN AN AMOUNT NOT TO
EXCEED \$15,300.**

WHEREAS, San Miguel Community Services District (“District”) owns and operates a wastewater treatment plant and wastewater collection system within its boundaries;

WHEREAS, the District is under order to develop a plan to increase wastewater treatment plant capacity within the next 2.9 years; and

WHEREAS, a survey and aerial map of the existing plant and expansion property are essential to the development engineering study and construction documents; and

WHEREAS, the Board of Directors recognizes that the WWTP expansion is identified in the Wastewater Master Plan and Rate Study; and

WHEREAS, the Board of Directors authorizes the District Engineer to contract with Terrain to provide a survey and aerial topographic map;

WHEREAS, the Board of Directors authorizes an appropriation in the amount of **\$15,300** from WWTF/ GW Recharge Study (40-586)

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 27th day of September 2018.

Rob Roberson, Interim General Manager
ATTEST:

John Green, Board President

Douglas L. White, District General Counsel



Michael B Stanton, PLS 5702
3559 S. Higuera Street
San Luis Obispo, CA 93401

mike@mbslandsurveys.com

Msg: 805.594.1960
Cell: 805.440.4215
Fax: 805.594-1966

September 4, 2018

Johden McNamara
Monsoon Consultants
Civil Engineering / Hydrology
805-550-0387
jmcnamara@monsoonconsultants.com

RE: Revised Proposal for Surveying Services – San Miguel Wastewater Treatment Plant

Dear Johden:

Thank you for requesting a proposal for surveying services for the San Miguel Wastewater Treatment Plant. It is my understanding that you will need a topographic mapping for approximately 48 acres and a boundary survey. We can perform the following services:

1. AERIAL TOPOGRAPHIC MAPPING

The project area will include approximately 485 acres as shown on the attached exhibit map. This task will include aerial photography over the site, the aerial control survey and compiling the topographic map. MBS Land Surveys will provide survey control and the map will be compiled by an aerial sub-consultant. This will involve obtaining new aerial photography suitable for compiling a topographic map with the following specifications:

- Finish mapping scale 1"=40 feet
- Contours at 1-foot intervals
- Product delivered in AutoCAD Civil 3d 2013 format

Some areas which are obstructed by tree cover may not show complete contour information. In addition to topography, the map will show planimetric features including; roads, buildings, fences, power poles, trees, brush, and other features according to standard practice. Accuracy will equal or exceed National Map Accuracy Standards for topographic maps compiled by photogrammetric methods. The aerial flight can usually be scheduled within one week of the award of the contract.

Schedule:

Prior to the aerial flight, MBS Land Surveys will set aerial targets (or panels) which will consist of white crosses painted or placed on the ground within the mapping area. These targets need to remain in place until the flight is completed. If the weather is favorable, the flight can normally be completed within a few days of setting the aerial targets. After the flight is completed, the aerial sub-consultant will need 2-4 weeks to compile the topographic map.

Estimated Fees:

MBS Control Survey	\$3500
<u>CCAM Aerial sub-consultant:</u>	<u>\$4425</u>
Total – Aerial Topographic survey	\$7925

Digital Orthophotography: \$350

Client Responsibilities:

Once the aerial targets are set, it will be the client's responsibility to ensure that they are not removed or destroyed prior to the flight, which normally occurs between 1-3 days later (weather permitting). If the aerial targets are vandalized, removed or destroyed by people or animals, the client will be billed for our extra time to obtain alternate "picture points" to salvage the existing photography.

2. Boundary Survey (APN 021-051-017)

This task will include record research into various deeds and maps affecting the parcel and preliminary calculations in the office. We will then perform a retracement survey in the field to search for property monuments on your parcel and on surrounding properties. Office work will include office calculations to determine the boundaries of the parcel based on found monuments and record deeds, and preparation of a Record of Survey map as required under state law. Missing monuments will be set consisting of 1" galvanized pipe with a yellow cap bearing our license number and a witness stake. Points can be set along the railroad right-of-way can be set at 100-foot intervals. The Record of Survey map will be submitted to the County of San Luis Obispo for review and recordation.

Client Responsibilities:

- 1) Pay County of S.L.O. checking and recording fees (\$233)
- 2) Pay State (SB-2) affordable housing fee (\$75) at time of recording-

Estimated Fee Range: \$5600-7500

3. SUPPLEMENTAL TOPOGRAPHIC SURVEY

This task may include some or all of the following ground features that are not visible from the aerial survey:

- Tree trunks
- Surface evidence of utilities or other underground lines (sewer, storm drain water, electric, cable TV, telephone)
- Plot underground alignments of utilities, if plans are available.

Estimated fee range: Hourly, only as needed

Terms and Conditions:

This proposal hereby incorporates MBS Land Surveys "General Provisions, Terms and Conditions" attached hereto and made a part hereof. If you would like us to proceed, sign below and return a copy to us via scan, fax or mail.

Sincerely,



Michael B. Stanton, PLS 5702

Authorized to proceed:

Monsoon Consultants Date



General Provisions, Terms and Conditions

1. **Billing:** If the proposal was quoted with estimated fees, you will be billed as the work progresses on a time and materials basis. The amount billed may be more or less than the estimated fees. We will keep you informed of our progress and will inform you if our services will exceed the scope and/or fee estimate limits. If the proposal was quoted with a fixed fee, you will be billed the fixed fee upon completion of the work. Request that require overtime pay will be billed at 1.5 times the standard rate. Rates will be doubled for Expert Witness Services, Depositions or Trial Testimony. Rates may increase each year on January 1st.

Office Rates:

Permit Coordinator/Administration	\$90.00 per hour
Survey Technician I	\$95.00 per hour
Survey Technician II	\$110.00 per hour
Survey Technician III (LSIT)	\$130.00 per hour
Land Surveyor (PLS)	\$145.00 per hour
Survey Manager (PLS)	\$175.00 per hour
Principal (PLS)	\$195.00 per hour

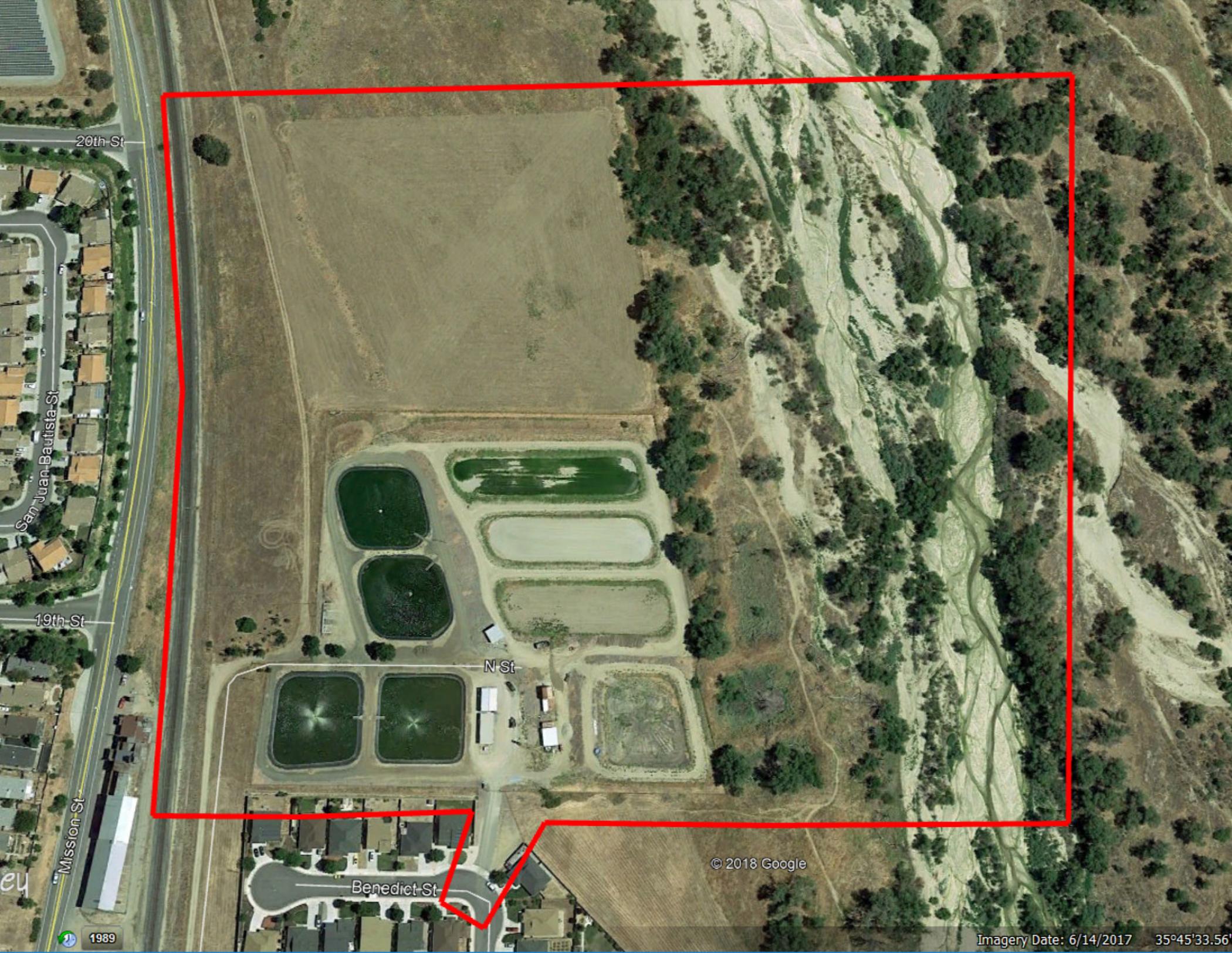
Standard Field Rates:

1-Person Field Crew	\$170.00 per hour
2-Person Field Crew	\$205.00 per hour

Field Prevailing Wage Rates: (Public Works Projects - fieldwork only)

1-Person Field Crew	\$215.00 per hour
2-Person Field Crew	\$300.00 per hour

2. **Agency Fees:** All agency fees will be paid for by the client. Fees for submittal and checking of lot line adjustments, parcel and tract maps and other documents will be set according to current agency fee schedules.
3. **Records of Survey:** Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.
4. **Completion of Work:** When the services rendered require the submittal of any maps or documents by the Surveyor to a governmental agency, it is agreed that the payment of fees due for services shall not be contingent upon the final approval by the agency of said maps and documents. It is agreed that the first submittal of said maps or documents to the agency shall constitute the completion of that portion of work. Agency or client-initiated changes after the first submittal to the agency will be billed on an hourly basis at the rates quoted above.
5. **Schedule:** The work will be scheduled after we receive the signed contract. We estimate our initial work project will be delivered within 25 work days of receiving this signed contract. Factors such as weather, staffing shortage, workload, equipment malfunctions, etc., may cause delay in product delivery.
6. **Terms of Payment:** All fees will be billed to the client at the completion of work or for long term projects, as the work progresses, and shall be due and payable within 30 days of the invoice date, with interest charged at 1.5% per month for past due invoices. Invoices will be sent via e-mail or by mail if no e-mail address is available. Invoices over 60 days past due will be referred to a collection agency and all remaining or ongoing survey work will stop. Sub-consultants and reimbursable items will be charged at cost plus 15%.
7. **Release and Delivery of Electronic Files:** AutoCAD files will be released only after full payment is received. Files will be delivered in Civil3D 2019 format. An additional charge of \$150 will be charged for converting the AutoCAD Civil3D 2019 drawing to other (e.g. older) drawing formats.
8. **Extra Services:** Extra services will be handled on an hourly basis after your written or verbal authorization.
9. **Term of Proposal:** The fees and terms delineated in this contract are valid if the contract is executed within thirty (60) days of the date it was signed by the Surveyor.
10. **Termination of Contract:** Either party, with verbal or written notice, can terminate this contract.



20th St

San Juan Bautista St

19th St

Mission St

Benedict St

N St

© 2018 Google

1989

Imagery Date: 6/14/2017 35°45'33.56'



July 31, 2018

Monsoon Consultants, Inc
994 Mill Street
San Luis Obispo, Ca 93401

ATTN: Blaine Reely

Re: San Miguel CSD Waste Treatment Facility – Boundary/Aerial Topographic Survey

References: 1. *Google Image showing limits of Aerial Topographic Survey*
2. *Assessor's Parcel Map 021-05*

Dear Mr Reely:

Thank you for requesting this proposal from **Terrain** for land surveying services for your waste treatment facility 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 office and field land surveyor for the survey work on your design team for the preliminary phase of this project. We will work in concert with you, and other design team consultants.

It is our understanding that you are requesting a boundary survey for the property recently purchased by SMCSO for the Treatment Facility expansion being described as APN: 021-051-016 and 017 and an aerial topographic survey of the property described as APN: 021-051-013,015,016 & 017 which covers approximately 50 acres including the existing waste treatment facility as well as the recently acquired property (see reference 1 above).

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

BOUNDARY SURVEY / CORNER RECORD

This will include a boundary survey sufficient to set monuments. For a lot within a subdivision, this normally requires a complete retracement of the block, with any excess or deficiency prorated between all lots in the block. In performing the survey, we will research the title history of the property with respect to prior surveys and maps, check consistency of record data, perform a field survey to find record monuments, resolve the boundary based on found

Terrain

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

monumentation, set final monuments and witness stakes, prepare a Corner Record map in conformance with State law, and submit the map to County Public Works for review and recordation. The Corner Record will be in the form of an 8½" x 11" map. The County fee for processing Corner Record is \$17.00.

Possible Requirement for Record of Survey

If we find a material discrepancy during the course of our survey, we will be required to file a Record of Survey. By state law (the Professional Land Surveyor's Act, Section 8765(d)) a material discrepancy is limited to a material discrepancy in the position of points or lines, or in dimensions. Although the situation occurs infrequently, we cannot anticipate a material discrepancy prior to performing the survey and we must include this possible additional cost as a contingency. If a Record of Survey is required, we will inform you of any additional fees and prepare the map on an 18" x 26" mylar sheet suitable for recordation with the County Recorder's office and we will request a check from you for submittal with our first map check package.

Fees for checking and recording the Record of Survey are currently \$230.00 and are not included in the estimate. If a record of Survey is required by the County, you will be required to provide a check in the amount of \$230.00 payable to the "County of San Luis Obispo". The check will be submitted with our first map check submittal.

Estimated Fee: \$8,950

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.

AERIAL TOPOGRAPHIC MAPPING

The first phase of work will involve setting all aerial panels and performing the aerial control survey. The survey will be based on a local bench mark. Our control data will be provided directly to the aerial survey company.

Aerial mapping will be subcontracted to an aerial survey company. This will involve obtaining new aerial photography suitable for compiling a topographic map at a scale of 1" = 40' showing

Terrain

contours at 1' intervals. Only areas which are unobstructed by trees will show contour information. In addition to topography, the map will show roads, buildings, fences, power poles, trees, brush, and other features according to standard practice. Accuracy will equal or exceed national map accuracy standards for large scale topographic maps compiled by photogrammetric methods. The finished product will be available in digital format compatible with AutoCAD.

Deliverables:

One set of contact prints of the photos, and one blueprint of the topographic map and a computer disk in AutoCAD format is available upon request.

Estimated Fee: \$6,350

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.

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. Work will commence upon the execution of this contract. We would have to approve any requested changes before proceeding. This proposal shall be valid for 30 days from the date hereof. Once again, thank you for requesting a proposal from **Terrain**.

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 (7/16/2013 revision), incorporated herein by reference, and agree to the terms and conditions set forth in this proposal.

Terrain Group, Inc.

CLIENT

Paul E. Reichardt, PLS 5693
President

Date

Date

Terrain

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



20th St

Ladrillos Way

La Purisma Ct

Pala Mission Way

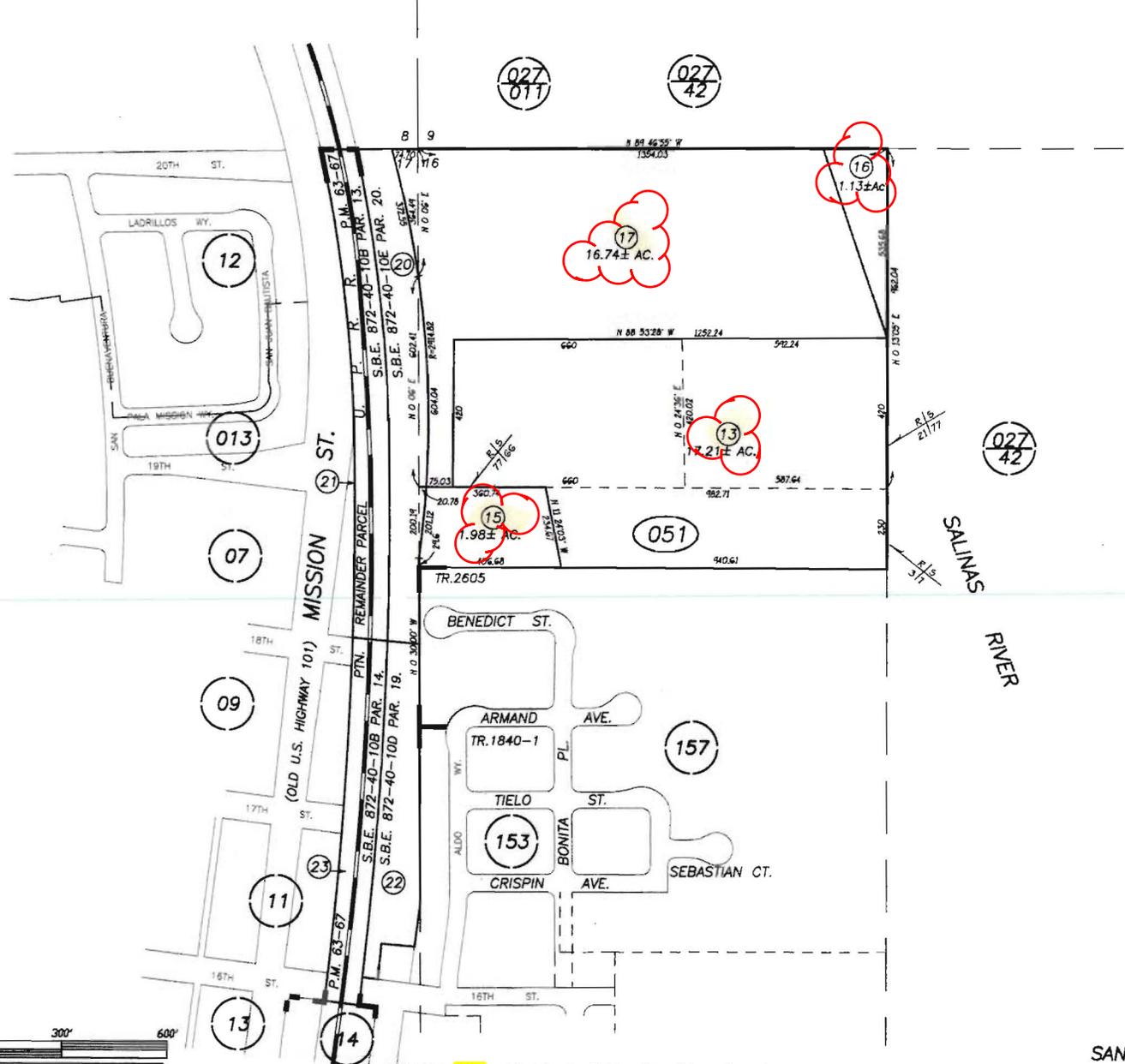
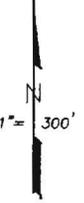
San Juan Bautista St

19th St

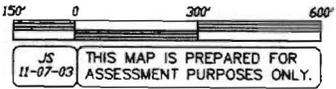
Benedict St

Bon

021-051



REVISIONS	
I.S.	DATE
04-191	11-07-03
05-082	09-02-05
07-109	08-01-06
18-068	08-21-14



TRACT NO. 1840-1, R.M. Bk. 21, Pg. 84-89.
T. 25S.; R. 12E.; SECTION 16. M.D.B. & M.

SAN MIGUEL
ASSESSOR'S MAP, COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 021 PAGE 05

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 (1 1/2%) 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 agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name **Terrain** as an additional insured as their interest may appear.

48. **Terrain** hereby states and client hereby acknowledges that **Terrain** has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against **Terrain**, its principals, employees, and agents if such

claim, in any way, would involve **Terrain's** services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless **Terrain**, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by **Terrain** pursuant to this agreement except claims caused by the sole negligence or willful misconduct of **Terrain**.

49. 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.

50. (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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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

September 27, 2018

AGENDA ITEM: XI.6

SUBJECT: Consideration by the Board of Directors of the San Miguel Community Services District to authorize the District Engineer to prepare and submit an application on behalf of the District for CDBG 2019 Grant Funds for the 10th and 11th Street Water Line Replacement Project.

RECOMMENDATION:

Authorize the District Engineer to prepare and submit an application on behalf of the District for CDBG 2019 Grant Funds for the 10th and 11th Street Water Line Replacement Project to the County of San Luis Obispo.

BACKGROUND:

On September 4, 2018, the County of San Luis Obispo issued the 2019 Action Plan Notice of Funding Availability (NOFA) for the following programs: Community Development Block Grant (CDBG); Home Investment Partnerships Act (HOME); Emergency Solutions Grant (ESG); General Fund Support (GFS); and Title 29 Fees (T29). The County of San Luis Obispo is now accepting applications from local organizations and non-profits to receive local and federal funding for eligible activities that benefit low-income and homeless individuals. A total of \$1,626,000 has been made available for CDBG grants. For a project to be eligible for CDBG grant funding assistance, the proposed project must address one of the three national objectives, which include the following:

- Benefit to low- and moderate- income (LMI) persons;
- Aid in the prevention or elimination of slums or blight;
- Meet a need having a particular urgency (referred to as urgent need) eligible activity under a national objective.

Public facilities and improvements are identified as an “eligible activity” under CDBG program funding guidelines these terms are broadly interpreted to include all improvements and facilities

that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated so as to be open to the general public. This would include neighborhood facilities, firehouses, public schools, and libraries. Public improvements include streets, sidewalks, curbs and gutters, parks, playgrounds, water and sewer lines, flood and drainage improvements, parking lots, utility lines, and aesthetic amenities on public property such as trees, sculptures, pools of water and fountains, and other works of art.

The District meets the requirements for CDBG funding and District staff has identified a Public Improvement project that is “shovel ready”. The identified project consists of the replacement of two (2) segments of existing waterline. The subject waterline segments are located within the 10th Street and 11th Street rights-of-way. Over the past few years there have been failures in both of these segments, which required repairs by the District utility staff. Both line segments are in need of replacement and are in locations which could be problematic, if a major rupture were to occur. The 10th Street line crosses Mission Street. The 11th Street crosses the UPRR tracks. Both lines are in locations that will require contracting out for replacement services if a major rupture were to occur.

Per the 2019 Action Plan NOFA, the CDBG Grant Application is due October 19, 2018. There will be a San Luis Obispo County Board of Supervisors ‘Needs Hearing’ on October 16, 2018 to be held at the Board of Supervisors Chamber. The purpose of the Needs Hearing will be to provide information about available federal funding, eligible types of projects, and collect input on community needs. It is highly recommended that representatives from the District Board and staff attend the Needs Hearing to address the Board of Supervisors regarding the needs of the District.

FUNDING:

No funding request is made in conjunction with this item. District Engineers time is budgeted in Professional Services Engineering.

FISCAL IMPACT

There will be no costs associated with the preparation of the 2019 CDBG Grant Application, with the exception of District staff and District Engineer’s time.

PREPARED BY:

Blaine T. Reely

Blaine T. Reely, P.E., District Engineer

APPROVED BY:

Kelley Dodds

Kelley Dodds, Director of Utilities



San Miguel Community Services District

Board of Directors Staff Report

September 27th, 2018

AGENDA ITEM: XI-7

SUBJECT: Review and Approve **Resolution No. 2018-31** authorizing the General Manager to close the Bank account with Rabobank and transfer the remaining funds to the Capital Reserve account with Pacific Premier Bank.

RECOMMENDATION: Approve **Resolution No. 2018-31** authorizing the General Manager to close the Bank account with Rabobank and transfer the remaining funds to the Capital Reserve account with Pacific Premier Bank.

BACKGROUND:

In July of 2016 the Board passed Resolution 2016-27 authorizing the General Manager to open a new account with Rabobank for the purposes establishing another Capital Reserve account.

The initial deposit to this account was from the Administration fund in the amount of \$10,000.

Since its initial deposit this account has not received any new deposits and only very minor interest.

However due to the banks policy to charge \$20.00 for each inquiry the account balance has dropped.

Approving Resolution 2018-31 will allow the General Manager to close the account with Rabobank and transfer the funds back to Pacific Premier capital reserve account. The funds were initially paid from the Administration Fund, so the standard split percentage will be used to return the funds to each department on that basis.

All funds in this account are restricted funds and will be maintained as restricted funds when moved to the Pacific Premier Capital reserve account.

FISCAL IMPACT

Closing this account will be a cost saving measure. No additional costs are predicted to close the account

RECOMMENDATION

It is recommended that the Board approve Resolution No. 2018-31 authorizing the General Manager to close the Rabobank account and transfer the remaining funds to the Pacific Premier capital reserve account using the standard split percentages.

PREPARED BY:

Rob Roberson

Rob Roberson, General Manager
Attachment: Resolution 2018-31