



## BOARD OF DIRECTORS

Ashley Sangster, President

John Green, Vice-President

Brendin Beatty, Director

Owen Davis, Director

Rod Smiley, Director

## REGULAR MEETING AGENDA

### Open Session 6:00 PM

601 12th Street San Miguel, CA Date: 11-20-2025

Director John Green will attend via teleconference, pursuant to Government Code section 54953, and will be located at: Massachusetts General Hospital (MGH) 55 Fruit Street Boston, MA 02114. The public may also attend via teleconference from Director Green location.

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

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

**Public Comment:** Sign in sheet at podium for public comment. Comments are **limited to three minutes**, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under item "Public Comment and Communications for items not on the agenda". Person(s) who wish to submit written correspondence, may do so at [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org). All correspondence is distributed to each Board Director and will become part of the record of that board meeting. Any member of the public may address the Board of Directors on items on the consent calendar.

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

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

1. **Call to Order**

2. **Roll Call**

3. **Approval of Regular Meeting Agenda**
4. **Pledge of Allegiance**
5. **Public Comment and Communications for items not on the agenda** *Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda (Gov Code 54954.2). Speakers are **limited to three minutes**. Please sign in with name and address at podium.*
6. **Non- District Reports**
  1. San Luis Obispo County Organizations
  2. Community Service Organizations
  3. Camp Roberts—Army National Guard
7. **Staff & Committee Reports - Receive & File**
  1. General Manager (Pg. 5-6)
  2. District Counsel
  3. District Utilities (Pg. 7-9)
  4. Fire Chief Report (Pg. 10-24)
8. **Consent Calendar** *The items listed below are scheduled for consideration as a group and one vote. Any Director may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion. Public Comment*
  1. 10-23-2025 Draft San Miguel CSD Board of Directors REGULAR meeting minutes (**approve by 3/5 vote**)(Pg. 25-32)
  2. Authorize the General Manager to act as authorized representative for Water Recycling Funding Program Grant (WRFPP) planning grant to evaluate and recommend potential uses of recycled water within the community of San Miguel by RESOLUTION 2025-43. (**Approve by 3/5 vote**) (Pg. 33-35)
  3. **Release requests for proposals**  
Authorize the General Manager release a Request for Proposals (RFP) for removal and dewatering of sludge from the Machado Wastewater Treatment Facility treatment ponds. (**Approve by 3/5 vote**) (Pg. 36-48)
  4. Authorize the San Miguel Fire Department, in partnership with the San Miguel Firefighters Association, to host Santa Clause at the San Miguel Fire Station (**Approve by 3/5 Vote**) (Pg. 49-51)
  5. Authorize the Fire Chief to administer and execute an Office of Traffic Safety (OTS) Grant for \$12,600 including associated budget adjustments - Resolution 2025-45 (**Approve by 3/5 vote**) (Pg. 52-87)

6. 2025 Volunteer Fire Assistance Grant (VFA) acceptance by RESOLUTION 2025-46 (**Approve by 3/5 vote**) (Pg. 88-99)

## 9. Board Action Items

1. Discussion on the continued sale and use of 'Safe and Sane' Fireworks within District Boundaries (**Discuss and provide direction by 3/5 vote**) (Pg. 100-114)  
Requested by Director Davis, Sangster, and Green (7/3/25, 7/24/25)
2. Discussion on District administrative office space and potential alternatives to relocate the offices away from the Machado Wastewater Treatment Facility for administrative staff. (**Discuss and provide direction to the General Manager by 3/5 vote**) (Pg. 115-118)  
Requested by Directors Green and Davis 2/27/2025 and 6/26/2025
3. Discuss and provide direction on the installation and use of a red light outside the Temporary Housing Unit. (**Discuss and provide direction by 3/5 vote**) (Pg. 119)  
Requested by Director Green and Davis at September 2025 Board meeting
4. Monthly claim detail and investment reports for October 2025 (**Recommend receive and file claim detail and investment report by 3/5 vote**) (Pg. 120-159)  
*When ancillary reports are provided they are for reference only and are subject to change.*
5. Continuation of 10/23/2025 Board Meeting  
Adopt a District Bill Payment Policy. RESOLUTION 2025-33 (**Approve by 3/5 vote**) (Pg. 160-175)
6. Review and approve the 2025 Update and Audit to the District Sewer System Management Plan (SSMP) by RESOLUTION 2025-44 (**Approve by 3/5 Vote**) (Pg. 176-240)
7. Tabled from 10/23/2025 Board meeting  
Authorize the General Manager to execute a Not to Exceed, Time and Material Contract with Water System Consulting for program management support through permitting and construction phases of the Expansion and Upgrade of the Machado WWTF by RESOLUTION 2025-41 (**Approve by 3/5 vote**) (Pg. 241-246)
8. Review and approve contract amendments, # 7 and #8, with Wallace Group for additional work related to the separation and preparation of separate construction documents, bid phase support, and support during construction for 1) The installation and connection of the switchgear purchased under separate board action and 2) Construction of perimeter fencing around the Machado WWTF expansion parcel. (**Approve by 3/5 vote**) (Pg. 247-256)
9. Continuation of 9/25/2025 Board Meeting  
Discussion on proposed District Facility Use Policy RESOLUTION 2025-40 (**Provide direction to staff or approve by 3/5 vote**) (Pg. 257-268)  
Requested by Director Green, Sangster & Davis
10. Review and approve RESOLUTION 2025-42 removing references to Censure throughout Section 12 (K) of the Board Handbook most recently approved on October 24th, 2024. (**approve by 3/5 Vote**) (Pg. 269-335)  
Requested by Director Green, Davis and Sangster 9/25/25

**10. 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.*

**11. Adjourn to Closed Session/Closed Session Agenda** *Public comment for items on closed session agenda.*

**CLOSED SESSION ADMONISHMENT:**

*The Brown Act prohibits the disclosure of confidential information acquired in a closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury. It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. Only the legislative body acting as a body may agree to divulge confidential closed session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only a majority vote of the entire body can authorize the waiver of the privilege.*

**1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957(b)(1))** Title: Fire Chief

**2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code, § 54956.8)**  
Property: Assessor's Parcel Numbers 027-420-016

Agency Negotiator: Kelly Dodds

Negotiating Parties: Tannahill Ranch II LLC

Under Negotiation: Price and terms of payment for real property purchase

**12. Report out of Closed Session**

**13. Adjournment to Next Regular Meeting**

**ATTEST:**

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

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

## Board of Directors Staff Report

November 20, 2025

AGENDA ITEM: 7.1

**SUBJECT:** General Manager (Pg. 5-6)

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**SUGGESTED ACTION:** Receive report

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### **DISCUSSION:**

I encourage any Board member or member of the public with questions, comments, or complaints about the District operations to contact me at the District office or by email.

District Office phone: 805-467-3388 and My email: [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)

If an inquiry is outside of the Districts scope we will usually be able to direct individuals to the responsible organization or department.

General information about the District can also be found on the District website  
[-https://www.sanmiguelcsd.org/](https://www.sanmiguelcsd.org/)

### **OFFICE CLOSURES:**

#### **Thanksgiving Holiday Closure**

Office closed at noon on 11/25/25

Office closed from 11/26/25 thru 11/28/25 reopening on Monday 12/1/25

#### **Christmas/ New Years Closure**

Office closed at noon on 12/23/25

Office closed from 12/24/25 thru 1/2/26 reopening on Monday 1/5/25

### **Useful information:**

Senate Bill 852, signed into law in October 2025, includes amendments to the Political Reform Act that affect how certain public officials file their Statement of Economic Interests (Form 700). Specifically, Section 18700.3(b) now requires electronic filing through the Fair Political Practices Commission (FPPC) for officials who manage public investments.

### **Form 700 Filing Process (Effective 2026) and should receive an email from FPPC in December 2025.**

- Filings must be submitted via the FPPC's Electronic Filing Portal:  
[https://www.fppc.ca.gov/Form700/Link\\_To\\_Efiling\\_Portal.html](https://www.fppc.ca.gov/Form700/Link_To_Efiling_Portal.html)
- Paper filings will no longer be accepted by the FPPC for these roles.
- Filers must obtain login credentials and ensure timely submission.
- Late filings may result in penalties up to \$5,000.

**When to File**

- Annual Statement: Due by April 1 each year.
- Assuming Office Statement: Due within 30 days of taking office.
- Leaving Office Statement: Due within 30 days of leaving office.

Contact the FPPC at [form700@fppc.ca.gov](mailto:form700@fppc.ca.gov) or call **1-866-275-3772** for assistance.

**San Miguel CSD BOD file with:** County of SLO electronically or paper

**San Miguel GSA Board file with:** FPPC electronically only

**San Miguel Public Officials who manage public investments (SB852) file with:** FPPC electronically only

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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# Board of Directors Staff Report

November 20, 2025

AGENDA ITEM: 7.3

**SUBJECT:** District Utilities (Pg. 7-9)

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**SUGGESTED ACTION:** Receive and file

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## **DISCUSSION:**

### **Well Status:**

- Well 4 is operational – Well Level 113’ 10/3/25 (STATIC)
- Well 3 is operational – Well Level 105’ 10/3/25 (STATIC)
- SLT Well is operational -Well Level 85’ 10/3/25 (STATIC)

### **Water System status:**

Water leaks this month: 0 Calendar year 2025: 4

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

- .

### **Sewer System status:**

Sewer overflows this month: 0 Calendar year 2025: 0

Sewer related calls through the alarm company after hours this month: 0

- .

### **Central Coast Regional Water Resources Control Board:**

- Advising the water board on daily status of the WWTF percolation rates and use of spray field
- Requested temporary permit amendment to use the spray field through next year.

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

- .

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

- .

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

- .

### **Billing related activity:(as of 11-12-2025)**

- **Total active accounts**
- 920 water accounts
- 820 wastewater accounts
- 33 accounts 60 days past due
- 2 accounts have started an arrangement.
- **Service orders this month**
- 11 service orders issued and completed

**Lighting/ Landscaping status:**

- RFP on this agenda for approval for release.

**Solid Waste:**

- Household Hazardous Waste Facility (HHWF)
  - Project funding approved by Integrated Waste Management Authority (IWMA)
  - Waiting on IWMA for plan design.
- Mattress recycling
  - Mattresses are accepted by appointment only, Monday, Wednesday, Friday between 8 am and 11 am.
- E-Waste collection
  - E-waste is accepted Monday, Wednesday, Friday between 8 am and 11 am.

**SB-1383 & SB-54 & SB-343:**

- .

**Project status:**

- **WWTF status:**
  - Nearing 100% plan completion
  - Continuing to review additional grant and financing options.
  - Our state project manager is currently processing our construction agreement
- **Replacement water tank and pump station on east side of river/ water line replacement.** (21007) started February 2022
  - **(POTENTIALLY GRANT FUNDED)**
  - Delayed pending funding.
  - Easement of the proposed property was completed and granted 6/2/2025
- **Alley water line relocation 10th St to San Luis Obispo St**
  - Work completed 4/16/25
  - Reimbursement has been approved by DWR for \$270,000. \$30,000 retainer pending final completion approval.
- **Sewer lining and manhole rehabilitation project** (21008) started February 2021
  - **(100% GRANT FUNDED)**
  - Report accepted by the Board 8/2024
  - WSC finalizing deliverables per the grant.
  - Preparing a construction grant application to perform repairs.
- **Cost of Service Rate Study WASTEWATER** (22005) started June 2022
  - Once final costs and grant funds are identified and the rate study will be revised and return to the Board.
- **Well monitoring and metering project**

- Well meters have been installed and are online.
- Working with the County Groundwater Sustainability Department to work collaboratively on a well monitoring program.

**Staffing**

- Vacant position(s).
  - WWTF Operator Lead
  - WWTF Operator
  - Field Operator

**SLO County in San Miguel:**

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**Caltrans in San Miguel:**

- Wellsona undercrossing construction is underway.

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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**Board of Directors  
Staff Report**

November 20, 2025

**AGENDA ITEM: 7.4**

**SUBJECT:** Fire Chief Report (Pg. 10-24)

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

**Equipment:**

1. All San Miguel Fire Department (SMFD) engines are currently in service.

**Cost Recovery:**

1. San Miguel Fire (SMF) is continuing to submit qualifying incidents for reimbursement. See financial report for the details.

**Grants:**

**2023/2024/2025 Grants**

1. The 2025 Office of Traffic Safety (OTS) Grant opened in January 2025, San Miguel Fire (SMF) applied for the 2025 Office of Traffic Safety (OTS) Grant for additional auto extrication equipment. Award notification has been received and responded to. The final document is in the Consent Agenda Item 8.5 Resolution 2025-45.
2. The 2025 Assistance to Firefighters Grant (AFG) opened 11/11/2024 and San Miguel Fire (SMF) applied for this grant again for respiratory safety equipment. No status update is available as of 4/8/2025.
3. The 2025 Staffing for Adequate Fire and Emergency Response Grant (SAFER) was submitted on July 3, 2025 at 6.28AM. Board approved Resolution 2025-01 authorizing the Fire Chief to represent the District in this application. Approval status is pending.
4. The 2025/2026 Volunteer Fire Assistance (VFA) Grant application was submitted on April 29, 2025. SMF was awarded the grant and the final documentation has been placed in the Consent Agenda Item 8.6 Resolution 2025-46 .
5. Final billing reimbursement for the 2024/2025 VFD was submitted and reimbursement payment has been received.
6. San Miguel Fire (SMF) applied for Federal Emergency Management Agency (FEMA) grant funding to construct an Emergency Operations Center (EOC). \$1,027.00 in Federal Emergency Management Agency (FEMA) funding has been earmarked for this project and is at the Federal level waiting for release. Updated letters of support were requested. Updated letters were received and sent forward.

**Training:**

1. Regular weekly training is continuing to adhere to the annual training schedule.
2. Additional engine company training has been occurring during the week as schedules allow.
3. Additional outside training shall commence as courses become available.
4. 1- Recruit is currently attending the Allan Hancock Firefighter Academy in August 2025.

**San Luis Obispo County Fire Chiefs Association:**

Fire Chief Young was again appointed as the County Fire Chiefs Association representative to SLOFIST. Regular monthly meetings are being attended.

**San Miguel Advisory Council:**

No update, a District Fire Chief Report is being provided for San Miguel Advisory Council (SMAC) monthly meetings and Chief Young attends the monthly meetings as scheduling allows.

**Temporary Housing Unit:**

- Is being utilized as intended.

**Multi Jurisdiction Hazard Mitigation Plan (MJHMP)**

- Update is pending.

**International Origination for Standardization (ISO)**

- 2025/2026 ISO final review meeting was conducted on October 6, 2025. Documentation was presented and the updated ISO rating will be available in 2-4 month.

**Community Outreach**

- SMF has been assisting with and providing informational handouts at the Senior Center during their Meals That Connect program.
  - SMF attended the annual Trunk or Treat at Lillian Larsen School on October 30, 2025.
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**FISCAL IMPACT:**

None

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PREPARED BY: Scott Young

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# San Miguel Fire Department

San Miguel, CA

This report was generated on 11/13/2025 1:28:48 PM



## Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 10/01/2025 | End Date: 10/31/2025

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
<b>Young, Scott P</b>					
10/01/2025 08:30:00	10/02/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/01/2025 09:00:00	10/01/2025 13:00:00	DAYBOOK	8600	County Fire Chiefs Meeting San Luis Obispo	4.00
10/01/2025 13:35:00	10/01/2025 14:07:00	INCIDENT	8600	Incident 2025-199 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1765 Bonita PL	0.53
10/01/2025 20:24:00	10/01/2025 21:24:00	INCIDENT	8600	Incident 2025-200 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 10757 Pear Valley RD	1.00
10/02/2025 08:30:00	10/03/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/02/2025 18:46:00	10/02/2025 19:27:00	INCIDENT	8600	Incident 2025-202 - Medical assist, assist EMS crew: Apparatus 8600 responded to 560 12th ST 21	0.68
10/03/2025 08:30:00	10/04/2025 07:00:00	DAYBOOK	SMF 1		22.50
10/04/2025 17:30:00	10/05/2025 08:30:00	DAYBOOK	8600		15.00
10/05/2025 08:30:00	10/06/2025 08:30:00	DAYBOOK	8600		24.00
10/06/2025 08:30:00	10/07/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/06/2025 10:00:00	10/06/2025 12:00:00	DAYBOOK	SMF 1	ISO Final Review Meeting	2.00
10/07/2025 03:49:00	10/07/2025 04:18:00	INCIDENT	8600	Incident 2025-205 - No incident found on arrival at dispatch address: Apparatus 8600 responded to 8730 Martinez DR	0.48
10/07/2025 08:30:00	10/08/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/07/2025 18:00:00	10/07/2025 22:00:00	DAYBOOK		Firefighter Training: Scene Size up Lead Instructor: Young, Scott P	4.00
10/08/2025 08:30:00	10/09/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/09/2025 08:00:00	10/09/2025 09:00:00	DAYBOOK	8600	AAR North County Burn Relay	1.00
10/09/2025 08:30:00	10/10/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/10/2025 08:30:00	10/11/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/11/2025 13:00:00	10/12/2025 08:30:00	DAYBOOK	8600		19.50
10/12/2025 12:00:00	10/13/2025 08:30:00	DAYBOOK	8600		20.50
10/13/2025 08:30:00	10/14/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/14/2025 08:30:00	10/15/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/14/2025 09:14:00	10/14/2025 10:08:00	INCIDENT	E8696	Incident 2025-208 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to N HWY 101 & 10TH ST	0.90
10/15/2025 08:30:00	10/16/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/15/2025 10:08:00	10/15/2025 10:20:00	INCIDENT	E8696	Incident 2025-209 - False alarm or false call, other: Apparatus E8696 responded to 125 Lubova WAY	0.20
10/16/2025 08:30:00	10/17/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/16/2025 15:30:00	10/16/2025 16:03:00	INCIDENT	8600	Incident 2025-210 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1077 L ST	0.55
10/17/2025 08:30:00	10/18/2025 10:30:00	DAYBOOK	SMF 1		26.00
10/20/2025 06:00:00	10/20/2025 10:00:00	DAYBOOK	8600	Remote working	4.00
10/20/2025 09:00:00	10/20/2025 10:00:00	DAYBOOK	8600	County Chiefs Teams Meeting re ground ambulance transport	1.00
10/21/2025 10:00:00	10/21/2025 12:00:00	DAYBOOK	8600		2.00
10/22/2025 06:00:00	10/22/2025 10:00:00	DAYBOOK	8600		4.00
10/23/2025 14:30:00	10/23/2025 17:30:00	DAYBOOK	8600		3.00
10/24/2025 06:00:00	10/24/2025 10:00:00	DAYBOOK	8600		4.00

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



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START	END	LOG TYPE	APPARATUS	NOTES	HOURS
10/25/2025 06:00:00	10/25/2025 08:00:00	DAYBOOK	8600		2.00
10/26/2025 06:00:00	10/26/2025 10:00:00	DAYBOOK	8600		4.00
10/27/2025 06:00:00	10/27/2025 08:00:00	DAYBOOK	8600		2.00
10/27/2025 19:30:00	10/28/2025 08:30:00	DAYBOOK	8600		13.00
10/28/2025 08:30:00	10/29/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/28/2025 17:48:00	10/28/2025 18:37:00	INCIDENT	8600	Incident 2025-221 - Motor vehicle accident with injuries: Apparatus 8600 responded to 4980 Indian Valley RD	0.82
10/29/2025 07:05:00	10/29/2025 07:40:00	INCIDENT	8600	Incident 2025-222 - EMS call, excluding vehicle accident with injury: Apparatus 8600 responded to 1460 L ST	0.58
10/29/2025 08:30:00	10/30/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/29/2025 10:30:00	10/29/2025 11:30:00	DAYBOOK	8600	ADU 1454 Verde Place Passed final	1.00
10/29/2025 21:53:00	10/29/2025 22:21:00	INCIDENT	E8696	Incident 2025-223 - EMS call, excluding vehicle accident with injury: Apparatus E8696 responded to 6578 N Star LN	0.47
10/30/2025 08:30:00	10/31/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/30/2025 16:30:00	10/30/2025 18:00:00	DAYBOOK	E8696	Trunk or Treat at Lillian Larsen School	1.50
10/31/2025 08:30:00	11/01/2025 08:30:00	DAYBOOK	SMF 1		24.00
10/31/2025 23:41:00	10/31/2025 23:54:00	INCIDENT	E8696	Incident 2025-224 - Dispatched & cancelled en route: Apparatus E8696 responded to 500 San Marcos RD	0.22
<b>Total Hours for: Young, Scott P</b>					<b>546.43</b>
<b>Total of all Personnel Hours</b>					<b>546.43</b>

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



# San Miguel Fire Department

San Miguel, CA

This report was generated on 11/13/2025 1:30:23 PM



## Effective Response Force Times by Incident for Date Range

Agencies On Scene: All Agencies | Census Tract(s): All Census Tracts | Cities: All Cities | Map Page(s): All Map Pages | Mutual Aid: All Types and None | Primary Action (s) Taken: All Codes | Property Use(s): All Types and None | Response Mode(s): All Response Modes | Shift(s): All Shifts | Zone(s): All Zones | Incident Type(s): All Incident Types | Station(s): All Stations | Complaints Reported by Dispatch: All Complaints Reported by Dispatch | Start Date: 10/01/2025 | End Date: 10/31/2025

Incident Date	Incident #	Losses - Property	Losses - Contents	Alarm Time	Total Personnel - Effective Response	First On Scene Apparatus	Last On Scene Apparatus	Earliest Turnout	Call Processing Time	First Unit Total Response Time	First Unit Travel Time	Total Travel Time Effective Response	Total Response Time Effective Response
10/01/2025	2025-199	0	0	13:35:00	1	8600	8600	00:00	00:00	00:01:00	00:01:00	00:01:00	00:01:00
10/01/2025	2025-200	0	0	20:24:00	3	8600	8600	01:00	00:00	00:15:00	00:14:00	00:14:00	00:15:00
10/02/2025	2025-202	0	0	18:46:00	1	8600	8600	00:00	00:00	00:03:00	00:03:00	00:03:00	00:03:00
10/03/2025	2025-203	0	0	15:09:00	2	E8696	E8696	00:00	00:00	00:02:00	00:02:00	00:02:00	00:02:00
10/04/2025	2025-204	0	0	09:13:00	1	E8668	E8668	05:00	00:00	00:10:00	00:05:00	00:05:00	00:10:00
10/07/2025	2025-205	0	0	03:49:00	2	8600	8600	02:00	00:00	00:15:00	00:13:00	00:13:00	00:15:00
10/11/2025	2025-206	0	0	08:58:00	1	E8668	E8668	00:00	00:00	00:02:00	00:02:00	00:02:00	00:02:00
10/11/2025	2025-207	0	0	11:53:00	1	E8696	E8696	07:00	00:00	00:11:00	00:04:00	00:04:00	00:11:00
10/14/2025	2025-208	0	0	09:14:00	2	E8696	E8696	02:00	00:00	00:06:00	00:04:00	00:04:00	00:06:00
10/15/2025	2025-209	0	0	10:08:00	3	E8696	E8696	02:00	00:00	00:10:00	00:08:00	00:08:00	00:10:00
10/16/2025	2025-210	0	0	15:30:00	3	E8696	E8696	03:00	00:00	00:07:00	00:04:00	00:04:00	00:07:00
10/18/2025	2025-211	0	0	21:20:00	3	E8696	E8696	04:38	00:22	00:06:00	00:01:00	00:01:00	00:06:00
10/20/2025	2025-213	0	0	07:46:00	1	E8696	E8696	07:00	00:00	00:13:00	00:06:00	00:06:00	00:13:00
10/22/2025	2025-214	0	0	07:12:00	1	E8696	E8696	08:00	00:00	00:13:00	00:05:00	00:05:00	00:13:00
10/22/2025	2025-215	5000	0	12:11:00	3	E8696	E8696	04:00	00:00	00:16:00	00:12:00	00:12:00	00:16:00
10/23/2025	2025-217	0	0	07:04:00	2	E8668	E8668	06:00	00:00	00:12:00	00:06:00	00:06:00	00:12:00
10/23/2025	2025-218	0	0	22:49:00	3	E8668	E8668	05:00	00:00	00:07:00	00:02:00	00:02:00	00:07:00
10/27/2025	2025-219	0	0	12:28:00	2	E8668	E8668	04:00	00:00	00:06:00	00:02:00	00:02:00	00:06:00
10/27/2025	2025-220	0	0	14:41:00	2	E8668	E8668	01:00	00:00	00:07:00	00:06:00	00:06:00	00:07:00
10/28/2025	2025-221	0	0	17:48:00	1	8600	8600	04:00	00:00	00:11:00	00:07:00	00:07:00	00:11:00
10/29/2025	2025-222	0	0	07:05:00	1	8600	8600	03:00	00:00	00:09:00	00:06:00	00:06:00	00:09:00
10/29/2025	2025-223	0	0	21:53:00	2	E8696	E8696	05:00	00:00	00:12:00	00:07:00	00:07:00	00:12:00

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



# San Miguel Fire Department

San Miguel, CA

This report was generated on 11/13/2025 1:31:49 PM



## Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): All Zones | Start Date: 10/01/2025 | End Date: 10/31/2025

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
<b>Zone: AAN - Auto Aid North</b>					
2025-221	322	10/28/2025	Reviewed	4980 Indian Valley RD	8600
<b>AAN - Auto Aid North Incidents: 1</b>					
<b>Zone: AAS - Auto Aid South</b>					
2025-207	324	10/11/2025	Reviewed	7798 N Highway 101 HWY	E8696
2025-208	324	10/14/2025	Reviewed	N HWY 101 & 10TH ST	E8696
2025-223	321	10/29/2025	Reviewed	6578 N Star LN	E8696
2025-224	611	10/31/2025	Reviewed	500 San Marcos RD	E8696
<b>AAS - Auto Aid South Incidents: 4</b>					
<b>Zone: AAW - Auto Aid West</b>					
2025-200	321	10/01/2025	Reviewed	10757 Pear Valley RD	8600, E8668
2025-217	321	10/23/2025	Reviewed	9750 Woodmancee WAY	E8668
2025-220	321	10/27/2025	Reviewed	9015 Cemetery RD	E8668
<b>AAW - Auto Aid West Incidents: 3</b>					
<b>Zone: CSD - CSD Limits</b>					
2025-202	311	10/02/2025	Reviewed	560 12th ST	8600
2025-203	600	10/03/2025	Reviewed	1155 K ST	E8696
2025-204	321	10/04/2025	Reviewed	1887 Mission ST	E8668
2025-206	118	10/11/2025	Reviewed	349 10th ST	E8668
2025-209	700	10/15/2025	Reviewed	125 Lubova WAY	E8696
2025-210	321	10/16/2025	Reviewed	1077 L ST	8600, E8696
2025-211	321	10/18/2025	Reviewed	340 14th ST	E8696, SMF 1
2025-212	321	10/18/2025	Reviewed	350 14th ST	E8696
2025-214	324	10/22/2025	Reviewed	S Highway 101 HWY	E8696
2025-215	138	10/22/2025	Reviewed	248 13th ST	E8696
2025-216	700	10/22/2025	Reviewed	9898 N River RD	E8696
2025-218	321	10/23/2025	Reviewed	13th ST	E8668
2025-222	321	10/29/2025	Reviewed	1460 L ST	8600
<b>CSD - CSD Limits Incidents: 13</b>					
<b>Zone: MAW - Mutual Aid West</b>					
2025-201	611	10/02/2025	Reviewed	9200 Nacimiento lake DR	E8668
<b>MAW - Mutual Aid West Incidents: 1</b>					
<b>Zone: MM - Mission Meadows</b>					
2025-199	321	10/01/2025	Reviewed	1765 Bonita PL	8600
2025-219	321	10/27/2025	Reviewed	735 N River RD	E8668
<b>MM - Mission Meadows Incidents: 2</b>					

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

Zone: Ter - San Lawerance Terrace					
2025-205	622	10/07/2025	Reviewed	8730 Martinez DR	8600, E8668
2025-213	321	10/20/2025	Reviewed	8701 Oak DR	E8696

Ter - San Lawerance Terrace Incidents: 2

Total Incidents: 26

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



# San Miguel Fire Department

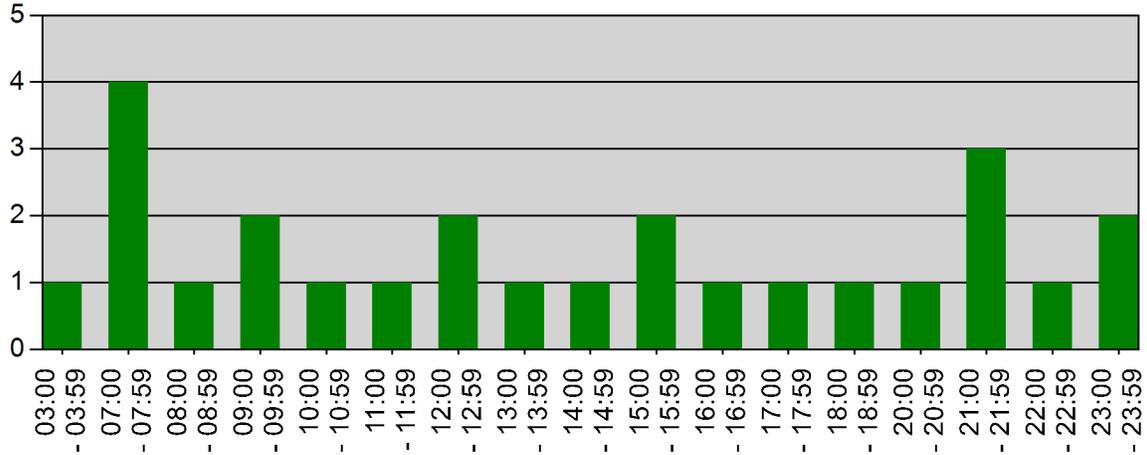
San Miguel, CA

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## Incidents by Hour for Zone for Date Range

Zone: All Zones | Start Date: 10/01/2025 | End Date: 10/31/2025



TIME	COUNT
03:00 - 03:59	1
07:00 - 07:59	4
08:00 - 08:59	1
09:00 - 09:59	2
10:00 - 10:59	1
11:00 - 11:59	1
12:00 - 12:59	2
13:00 - 13:59	1
14:00 - 14:59	1
15:00 - 15:59	2
16:00 - 16:59	1
17:00 - 17:59	1
18:00 - 18:59	1
20:00 - 20:59	1
21:00 - 21:59	3
22:00 - 22:59	1
23:00 - 23:59	2

Only REVIEWED incidents included



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# San Miguel Fire Department

San Miguel, CA

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

Start Incident Type: 100 | End Incident Type: 911 | Zone: All Zones | Start Date: 10/01/2025 | End Date: 10/31/2025

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAN - Auto Aid North					
Rescue & Emergency Medical Service					
	Lights and Sirens	7:00	0:00	4:00	11:00
Zone: AAS - Auto Aid South					
Rescue & Emergency Medical Service					
	Lights and Sirens	5:00	0:00	4:40	9:40
Zone: AAW - Auto Aid West					
Rescue & Emergency Medical Service					
	Lights and Sirens	8:40	0:00	2:40	11:20
Zone: CSD - CSD Limits					
Fires					
	Lights and Sirens	7:00	0:00	2:00	9:00
Rescue & Emergency Medical Service					
	Lights and Sirens	3:12	0:04	4:32	7:48
	No Lights or Sirens	5:00	0:00	3:00	8:00
Good Intent Call					
	Lights and Sirens	2:00	0:00	0:00	2:00
False Alarm & False Call					
	Lights and Sirens	8:00	0:00	2:00	10:00
Zone: MM - Mission Meadows					
Rescue & Emergency Medical Service					
	Lights and Sirens	1:30	0:00	2:00	3:30
Zone: Ter - San Laverance Terrace					
Rescue & Emergency Medical Service					
	Lights and Sirens	6:00	0:00	7:00	13:00
Good Intent Call					
	Lights and Sirens	13:00	0:00	2:00	15:00

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

# San Miguel Fire Department

San Miguel, CA

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

StartDate: 10/01/2025 | EndDate: 10/31/2025

LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Home/Residence</b>			
	AAS - Auto Aid South		
		6578 N Star LN San Miguel, CA	1
	AAW - Auto Aid West		
		10757 Pear Valley RD San Miguel, CA	1
		9015 Cemetery RD San Miguel, CA	1
		9750 Woodmancee WAY San Miguel, CA	1
	CSD - CSD Limits		
		1077 L ST San Miguel, CA	1
		1155 K ST San Miguel, CA	1
		125 Lubova WAY San Miguel, CA	1
		1460 L ST San Miguel, CA	1
		1887 Mission ST San Miguel, CA	1
		349 10th ST San Miguel, CA	1
		560 12th ST 21 San Miguel, CA	1
		9898 N River RD San Miguel, CA	1
	MM - Mission Meadows		
		735 N River RD San Miguel, CA	1
	Ter - San Lawerance Terrace		
		8701 Oak DR San Miguel, CA	1
		8730 Martinez DR San Miguel, CA	1
<b>Total for Location Type:</b>			<b>15</b>

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



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LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Industrial Place and Premises</b>			
	MM - Mission Meadows		
		1765 Bonita PL San Miguel, CA	1
		<b>Total for Location Type:</b>	<b>1</b>
<b>Not Specified</b>			
	MAW - Mutual Aid West		
		9200 Nacimiento lake DR Paso Robles (CCD), CA	1
		<b>Total for Location Type:</b>	<b>1</b>
<b>Other Location</b>			
	CSD - CSD Limits		
		13th ST San Miguel, CA	1
		<b>Total for Location Type:</b>	<b>1</b>
<b>Street or Highway</b>			
	AAN - Auto Aid North		
		4980 Indian Valley RD San Miguel, CA	1
	AAS - Auto Aid South		
		N HWY 101 & 10TH ST San Miguel, CA	1
		500 San Marcos RD Paso Robles (CCD), CA	1
		7798 N Highway 101 HWY / 2 San Marcos Rd, San Miguel, CA (Directions)	1
	CSD - CSD Limits		
		S Highway 101 HWY / N Mission St S Off Ramp, San Miguel, CA (Directions)	1
		248 13th ST / 1398 K Street, San Miguel, CA (Intersection)	1
		350 14th ST / 1400 Mission St, San Miguel, CA (Intersection)	1
		<b>Total for Location Type:</b>	<b>7</b>

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



LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Trade or service (business, bars, restaurants, etc)</b>			
	CSD - CSD Limits		
		340 14th ST San Miguel, CA	1
<b>Total for Location Type:</b>			<b>1</b>

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



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# San Miguel Fire Department

San Miguel, CA

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

Personnel: All Personnel | Shift(s): All Shifts | Zone: All Zones | Start Date: 10/01/2025 | End Date: 10/31/2025

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0
03:00	0	0	1	0	0	0	0
04:00	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0
07:00	0	1	0	2	1	0	0
08:00	0	0	0	0	0	0	1
09:00	0	0	1	0	0	0	1
10:00	0	0	0	1	0	0	0
11:00	0	0	0	0	0	0	1
12:00	0	1	0	1	0	0	0
13:00	0	0	0	1	0	0	0
14:00	0	1	0	0	0	0	0
15:00	0	0	0	0	1	1	0
16:00	0	0	0	0	1	0	0
17:00	0	0	1	0	0	0	0
18:00	0	0	0	0	1	0	0
19:00	0	0	0	0	0	0	0
20:00	0	0	0	1	0	0	0
21:00	0	0	0	2	0	0	1
22:00	0	0	0	0	1	0	0
23:00	0	0	0	0	0	1	1
Total Responses for Day	0	3	3	8	5	2	5
% of Responses for Day	0	33.33%	33.33%	25.00%	20.00%	50.00%	20.00%
% of Responses for Week	0.00%	11.54%	11.54%	30.77%	19.23%	7.69%	19.23%

Hour	Total per Hour	Percent
00:00	0	0.00%
01:00	0	0.00%
02:00	0	0.00%
03:00	1	3.85%
04:00	0	0.00%
05:00	0	0.00%
06:00	0	0.00%
07:00	4	15.38%
08:00	1	3.85%
09:00	2	7.69%
10:00	1	3.85%
11:00	1	3.85%
12:00	2	7.69%
13:00	1	3.85%
14:00	1	3.85%
15:00	2	7.69%
16:00	1	3.85%
17:00	1	3.85%
18:00	1	3.85%
19:00	0	0.00%
20:00	1	3.85%
21:00	3	11.54%
22:00	1	3.85%
23:00	2	7.69%
Total	26	100.00%

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

# San Miguel Fire Department

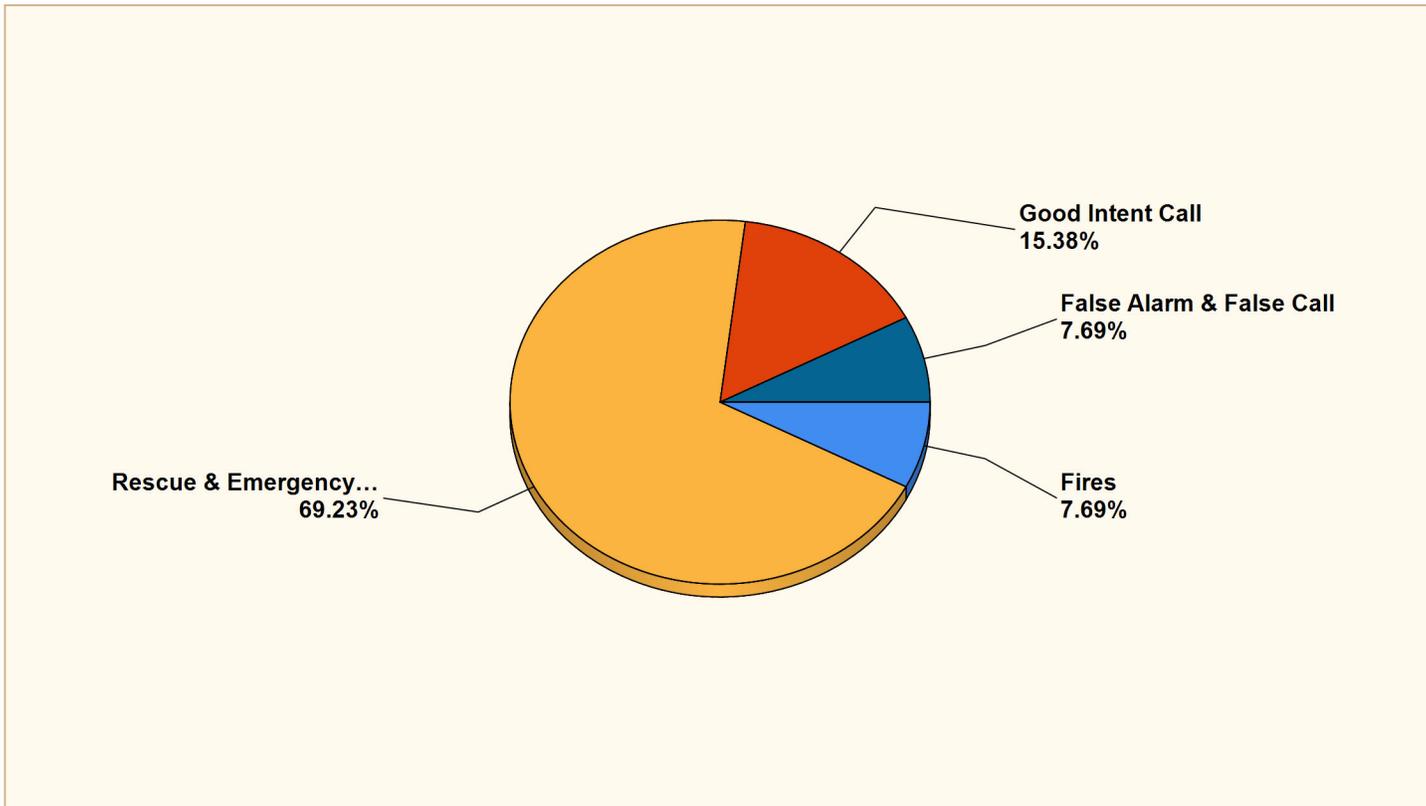
San Miguel, CA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2025 | End Date: 10/31/2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	7.69%
Rescue & Emergency Medical Service	18	69.23%
Good Intent Call	4	15.38%
False Alarm & False Call	2	7.69%
<b>TOTAL</b>	<b>26</b>	<b>100%</b>

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



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
118 - Trash or rubbish fire, contained	1	3.85%
138 - Off-road vehicle or heavy equipment fire	1	3.85%
311 - Medical assist, assist EMS crew	1	3.85%
321 - EMS call, excluding vehicle accident with injury	13	50%
322 - Motor vehicle accident with injuries	1	3.85%
324 - Motor vehicle accident with no injuries.	3	11.54%
600 - Good intent call, other	1	3.85%
611 - Dispatched & cancelled en route	2	7.69%
622 - No incident found on arrival at dispatch address	1	3.85%
700 - False alarm or false call, other	2	7.69%
<b>TOTAL INCIDENTS:</b>	<b>26</b>	<b>100%</b>

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



**Board of Directors  
Staff Report**

**November 20, 2025**

**AGENDA ITEM: 8.1**

**SUBJECT:** 10-23-2025 Draft San Miguel CSD Board of Directors REGULAR meeting minutes  
(**approve by 3/5 vote**)(Pg. 25-32)

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**SUGGESTED ACTION:** Receive and file

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**BOARD OF DIRECTORS**

Ashley Sangster, President      John Green, Vice-President  
 Brendin Beatty, Director      Owen Davis, Director      Rod Smiley, Director

**REGULAR MEETING MINUTES**

**6:00 P.M. Opened Session**  
**SMCSD Boardroom 10-23-2025**

**1. Call to Order:**

At: 6 PM

**2. Roll Call:** *Ashley Sangster, Rod Smiley, Owen Davis*

ABSENT: *John Green, Brendin Beatty*

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

Deputy General Counsel Pritchard suggested to move Closed Session to the next Board meeting, for a full Board of Directors.

**Motion By:** Ashley Sangster

**Second By:** Owen Davis

**Motion:** To Approve as amended to move closed session item to November

Board Members	Ayes	Noes	Abstain	Absent
Owen Davis	X			
Rod Smiley	X			
Ashley Sangster	X			
Brendin Beatty				X
John Green				X

**4. Pledge of Allegiance:**

Lead by Director Davis

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

Director Davis read a statement about the September 28th Board Meeting and how Director Smiley admitted during that meeting; to driving by his house multiple times a day, taking pictures and talking to his employer. Director Davis explained that he felt harassed and asked if the CSD wants a person on the Board that lies, trespasses, and harasses people. Video can be viewed at <https://www.youtube.com/@sanmiguelcsd/playlists>

**6. Non-District Reports:**

**1. San Luis Obispo County Organizations**

Verbal/Report

Sheriff North Station Commander Arauza gave monthly report for September 2025 and spoke about the CHP and Sheriff response to the unsanctioned cruise night/car show in San Miguel. Commander Arauza explained that calls for service and assault and battery was up in San Miguel in September. Next cruise night/car show is October 31st, and the Sheriff Department will be partnering with CHP again.

**Board Comment:** Director Sangster thanked the Commander for her time and asked if San Miguel was the only area with increased calls for service. Discussion ensued.

**Public Comment:** None

**2. Community Service Organizations**

Verbal

**Board Comment:** None

**Public Comment:** None

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

Verbal

**Board Comment:** None

**Public Comment:** None

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

**1. General Manager (Pg. 4)**

Receive report

Item was submitted as written and General Manager Kelly Dodds reminded everyone that he is available for any questions or concerns in person, by email, or phone.

**Board Comment:** None

**Public Comment:** None

**2. District Counsel**

Receive verbal report

Nothing to report **Board**

**Comment:** None **Public**

**Comment:** None

**3. District Utilities (Pg.5-7)**

Receive and file

Item was submitted as written by General Manager Kelly Dodds

**Board Comment:** Director Davis asked for clarification on the booster pump and the SLT Water Tank. General Manager Kelly Dodds responded and clarified the information.

**Public Comment:** None

**4. Fire Chief Report (Pg. 8-21)**

Receive and File

Fire Chief Scott Young was absent. General Manager Kelly Dodds submitted report as written, and asked if Directors had questions, it could be relayed to the Fire Chief.

**Board Comment:** Director Davis asked about 8668 and who drove that vehicle. General Manager Kelly Dodds explained that 8668 was a Fire Engine, and clarified that 8630 is the

white Ford F150 and used as an On Call vehicle.

Director Davis asked where 8630 was located because he does not see it parked at the Fire Station. General Manager Kelly Dodds explained that 8630 is usually stored inside and recommended that Director Davis have a discussion with the Fire Chief if he needed more information.

**Public Comment:** None

**8. Consent Calendar:**

**Board Comment:** None

**Public Comment:** None

**Motion By:** Rod Smiley

**Second By:** Owen Davis

**Motion:** To Approve items 8.1, 8.2, and 8.3

Board Members	Ayes	Noes	Abstain	Absent
Owen Davis	X			
Rod Smiley	X			
Ashley Sangster	X			
Brendin Beatty				X
John Green				X

**1. 9-9-2025 Draft San Miguel CSD Board of Directors SPECIAL meeting minutes (Pg. 22-27)**

Receive and file

**2. 9-25-2025 Draft San Miguel CSD Board of Directors REGULAR meeting minutes (Pg. 28-42)**

Receive and file

**3. REQUEST FOR PROPOSAL- Street Lighting Design Services (Review and approve by 3/5 vote) (Pg. 43-104)**

Authorize the General Manager to release a Request for Proposals (RFP) for Street Lighting Design Services within the District.

**9. Board Action Items:**

**1. Monthly claim detail and investment reports for September 2025 (Recommend receive and file claim detail and investment report by Board consensus) (Pg. 105-139) *When ancillary reports are provided they are for reference only and are subject to change.***

Review, Receive and File the attached claim detail and investment reports.

*When ancillary reports are provided they are for reference only and are subject to change.*

Item was presented by General Manager Kelly Dodds submitting reports as written and recommending the Board receive and file the claims detail and investment reports starting

on page 105 of the Board packet.

**Board Comment:** None

**Public Comment:** None

*Consensus of the Board is to receive and file the September 2025 Claims Detail report and Investment report.*

**2. Adopt a District Bill Payment Policy. RESOLUTION 2025-33 (Approve by 3/5 vote) (Pg. 140-148)**

Review and adopt Resolution 2025-33 adopting a Bill Payment Policy for the District. Item was presented by General Manager Kelly Dodds explaining that the proposed Bill Payment Policy is being proposed to clarify and codify procedure for acceptance of payment against debts owed to the district. Though the District offers multiple ways to pay debts owed to the District, some payment attempts fail due to non-sufficient funds, incorrect information or simply failure to comply with agreed upon payment arrangements. This proposed policy clarifies the way that a person can make a payment, the number of times that they can have a failed payment, and payment arrangements.

**Board Comment:** Director Davis explained that he thought that it was fair and asked about termination of service. General Manager Kelly Dodds clarified that termination of service is regulated under state law. Discussion ensued regarding the process of termination and associated fees.

Director Sangster explained that he feels that it reads in a way that it is pretty punitive. Clarifying that per the proposed policy if a customer has an issue twice in six months, then they cannot use that form of payment again for one year. Director Sangster spoke about the District only having 922 accounts, and around 17 people who are past due, and feels like the District should just collaborate with them more, then their only recourse is to bring it to the Board.

General Manager Kelly Dodds clarified that this policy is not for customers that are chronically behind on their bill, but for the few that chronically send checks that they know are bad. This takes a lot of office time to fix and resolve, and we also have people that go online to pay and then immediately cancel the payment. General Manager Kelly Dodds explained that the District works with all our customers and the issues with payments that arise, but generally you don't see the same mistake over and over again; stating that this policy is driven towards resolving that issue. The policy can change to six months and customers always have the option to pay with cash or money order.

Director Sangster clarified that the policy does not say that and would like it to say something like that the checks will no longer be accepted, but that we do accept cash, traveler's checks, and money orders. Director Sangster explained that he feels like he is being punished by just reading the proposed policy and would like it to feel more collaborative with the community, and not like we are punishing them since the District works for the people in the community. The people need to feel like the District cares about what is going on with them and the District needs to take into consideration that maybe their direct deposit did not go through due; giving example of the Federal shutdown.

General Manager Kelly Dodds clarified that the appeal to the Board is only if they don't agree with the General Managers decision, and that the staff works with all the customers. General Manager Kelly Dodds gave examples of issues the District has had with payments. Deputy General Counsel Pritchard explained that there is not a lot included in this policy in regard to working with customers and that the point of the policy is to address these common issues. It was suggested that we could add a preface to the policy that gives a warmer customer service tone, and that it is not to punish ratepayers. The policy is meant to deal with chronic issues and save other ratepayers the money that it costs to deal with these

issues.

Discussion ensued about changing the wording in the Bill Payment Policy.

**Public Comment:** None

*Item will be continued to the November Board Meeting*

**3. Discuss preparing a policy for the Sitting Board President to have access to building keys for district facilities.(Provide direction to General Manager) (Pg.149-150) Requested by Director Green and Director Davis 8/28/2025**

Discuss and provide direction to the the General Manager to develop a policy for the sitting Board President to have access to building keys for district facilities.

Item was presented by Kelly Dodds who explained that during Board Comment at the August 28, 2025, meeting, Directors Green and Davis requested that the Board consider providing facility keys to the Board President. Currently, no Board members have unfettered access to the District facilities, and no policy exists that permits such access. Should the Board wish to pursue this request, a formal policy would need to be developed and adopted. Staff recommend that the Board first discuss the intended purpose of granting facility access to Directors and evaluate the potential risks and operational impacts. General Manger Kelly Dodds provided more information in regards the pros and cons to Directors having keys and the current protocols for District staff.

**Board Comment:** Director Sangster asked about confidential personnel and legal files. General Manager Kelly Dodds explained that as the District General Manager he maintains those files and that they are locked up.

Discussion on Board President having access to the facilities, and that it would all depend on what level of access the Board wants, and they could want access to those files as well. Director Sangster explained that he did not want to speak for Director Green, but the way he was interpreting his request was access to just the facilities, not the confidential files. He further explained that it was not necessarily giving the Board President a key, instead it could be in a lock box for use in an emergency by the Board President. Director Sangster explained that he feels the intent of the request by Director Green was not to have Board Members have random access to just wander around and check things out and does not feel there is a confidential file risk.

General Manager Kelly Dodds commented that he must have misunderstood the request, because when the request was being discussed Director Green specifically asked for the Board President to have it.

Director Sangster again explained that his interpretation of what Director Green said was access to the different facilities, should it be necessary in an emergency situation.

General Manager Kelly Dodds thanked Director Sangster for the clarification and informed the Board on who has keys for emergency situations.

Discussion ensued on keys being in a lock box for access in an emergency situation, and the intent of the request.

Director Smiley spoke about the General Manager having access and does not want keys being duplicated. Director Smiley explained that he is in favor of a key in a lock box for emergency but overall does not think the Board of Directors should have free access to offices when no one else is around.

Director Davis explained that he feels that the Board President should have access to a key, whether it's put in a lock box or whatever for emergencies/catastrophes. Director Davis discussed the District contractors and septage haulers, and asked if they where certified. General Manager Kelly Dodds clarified that the District contractors used by the District are trained and licensed operators and do not have access to the offices; limiting liability. In regards to septage haulers, the General Manager is informed when they are coming and

knows when they are leaving and that is not the same issue.

Discussion ensued about safety and liability. Deputy General Counsel Pritchard suggested an Access to Facilities Policy; defining not just the people that have access to the lock box; but anyone who has keys, safety concerns, and not allowing people at the facilities who are not supposed to be there. General Manager Kelly Dodds asked for clarification on moving forward, Director Sangster explained that whoever is going to have authorization should have that code and the person will be restricted based on the policy that is going to be written. Basing the limitations of to use to whatever circumstances that the Board decides are adequate to use the code to get the keys from the lockbox during emergencies. General Manager asked if it should be written as the Board President having access to the combination. Director Sangster replied that, yes, the Board President should be the one to have that access.

**Public Comment:** None

*Item will be continued to the November Board Meeting*

**4. Authorize the General Manager to execute a Not to Exceed, Time and Material Contract with Water System Consulting for program management support through permitting and construction phases of the Expansion and Upgrade of the Machado WWTF by RESOLUTION 2025-41 (Approve by 3/5 vote) (Pg. 151-155)**

Authorize the General Manager to execute a Time and Material contract with Water System Consulting for program management support services through construction. Item was presented by General Manager Kelly Dodds explaining that this item was to authorize the General Manager to execute a time and material contract with Water System Consulting (WSC), the District Engineers, for program management and support. This is to provide services that are outside the District's General Engineering contract. The proposed contract would be a not to exceed cost of \$55,571.00, it was explained that there is an approved contract with Wallace Group for engineering services through the end of the construction for the Wastewater Treatment expansion (WWTF). This is an extension of what work WSC has already been doing.

**Board Comment:** Director Sangster asked what the initial scope was for. General Manager Kelly Dodds explained that the original scope was to provide plan review for 30%, 60% and 90%, for plan design, which ended up taking more time in those phases than anticipated. It was explained that the District Engineer must coordinate with Wallace Group and the Contractors, to make sure everything is compliant with the grant, with the plans and with the specs that are provided.

Director Sangster asked what the initial contract amount was, and what was the scope for that work. General Manager Kelly Dodds explained that the scope of work was to provide plan review, as stated at a 30%-90% plan design at that those phases took more time than anticipated, at no fault of WSC. WSC is currently working on 100% design review. General Manager Kelly Dodds apologized for not having the cost of the initial amount but thinks that it was around the same amount but would have to clarify.

Director Sangster asked for clarification that this proposed cost was to review the last 10%. General Manager Kelly Dodds clarified that this covering the re-review of the 100% from the Wallace Group, and it is also providing service through the bidding, coordination with Cloacina, the Wallace Group and whoever is bidding on this project. WSC will also coordinate with the County of San Luis Obispo for permitting and necessary contract documents.

Director Sangster asked if he was correct that WSC will be running all the formal bidding processes with each phase or portion of the project. General Manager Kelly Dodds clarified that WSC will be providing support in preparing the engineering documents for

the RFP's and provide support through the RFI process, the actual bids and award process. Discussion ensued about the phases of the WWTF, and compliance responsibility. Director Sangster asked if the District was obligated to report anything to the Capital Planning, Design and Construction (CPDC) for public works projects or capital projects. General Manager Kelly Dodds and Deputy General Counsel explained that they are not aware of any District Public Works projects that would require that.

Director Davis asked about the 9,000 square foot building, and if it was still planned to go at the WWTF. General Manager Kelly Dodds clarified that even though the plans have the building on them, the direction from this Board has been to not include that in the construction. Discussion ensued on the phases of the WWTF and the recycled water project.

Director Davis asked for clarification on where the grant funding was coming from. General Manager Kelly Dodds explained that the grant funding for the expansion of the WWTF is a State funded grant. Discussion ensued.

**Public Comment:** None

*Item will be continued to the November Board Meeting, Director Sangster requesting additional information.*

**Motion By:** Rod Smiley

**Second By:** Ashley Sangster

**Motion:** To Approve Resolution 2025-41

Board Members	Ayes	Noes	Abstain	Absent
Rod Smiley	X			
Ashley Sangster	X			
Owen Davis		X		
Brendin Beatty				X
John Green				X

**10. Board Comment:**

None

**11. Adjourn to Closed Session/Closed Session**

**Agenda: Public Comment:** None

*Closed Session item was moved to November Board Meeting*

**1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code, § 54957(b)(1)) Title:**

**Fire Chief (Pg.156)**

Discussion

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

*Closed Session item was moved to November Board Meeting*

**13. Adjournment to Next Regular Meeting:** At: 7:01 PM

*As per Chapter 10.9 of the SMCSD Board Member Handbook, meeting minutes reflect actions taken and are not a complete record. Please visit the SMCSD website:*

*<https://www.youtube.com/@sanmiguelcsd/playlists> to view full recordings of meetings*

**Board of Directors  
Staff Report**

**November 20, 2025**

**AGENDA ITEM: 8.2**

**SUBJECT:** Authorize the General Manager to act as authorized representative for Water Recycling Funding Program Grant (WRFP) planning grant to evaluate and recommend potential uses of recycled water within the community of San Miguel by RESOLUTION 2025-43. (**Approve by 3/5 vote**) (Pg. 33-35)

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**SUGGESTED ACTION:** Approve RESOLUTION 2025-43 authorizing the General Manager, Kelly Dodds to act as authorized representative for Water Recycling Funding Program Grant (WRFP) planning grant to evaluate and recommend potential uses of recycled water within the community of San Miguel.

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**DISCUSSION:**

The approval of RESOLUTION 2025-43 approves the General Manager as the authorized representative for the acceptance, signing, and administration of Water Recycling Funding Program Grant (WRFP) planning grant to evaluate and recommend potential uses of recycled water within the community of San Miguel.

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**FISCAL IMPACT:**

None.

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PREPARED BY: Kelly Dodds

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**RESOLUTION NO. 2025-43**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION FOR A FINANCING AGREEMENT FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF THE ‘WATER RECYCLING FUNDING PROGRAM PLANNING STUDY’ PROJECT ON BEHALF OF SAN MIGUEL COMMUNITY SERVICES DISTRICT.**

**WHEREAS**, San Miguel Community Services District (“District”) operates the wastewater system within the community; and

**WHEREAS**, the District plans to produce tertiary treated recycled water following upgrade of the Machado Wastewater Treatment Facility; and

**WHEREAS**, the installation of recycled water pumping, transmission, and distribution system is identified within the District’s Water and Wastewater Masterplan; and

**WHEREAS**, there may be grant funds available from the CA State Water Resources Control Board Water Recycling Funding Program to use for funding the planning, design, and construction of the Water Recycling Funding Program Planning Study project to evaluate and recommended potential uses of recycled water within the community of San Miguel.

**NOW THEREFORE, BE IT RESOLVED BY THE**, Board of Directors of the San Miguel Community Services District, as follows:

The General Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the District, a Financial Assistance Application for a grant agreement from the State Water Resources Control Board for the planning, design and construction of the Water Recycling Funding Program Planning Study project (the “Project”).

This Authorized Representative, or his/her designee is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the District in carrying out the District’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the District and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the San Miguel Community Services District Board of Directors held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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 \_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Christina M. Pritchard, Deputy General Counsel

## Board of Directors Staff Report

November 20, 2025

AGENDA ITEM: 8.3

### **SUBJECT: Release requests for proposals**

Authorize the General Manager release a Request for Proposals (RFP) for removal and dewatering of sludge from the Machado Wastewater Treatment Facility treatment ponds. (**Approve by 3/5 vote**) (Pg. 36-48)

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**SUGGESTED ACTION:** Authorize the General Manager to release a Request for Proposal (RFP) for removal and dewatering of sludge from the Machado Wastewater Treatment Facility treatment ponds

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### **DISCUSSION:**

The District owns and operates the Machado Wastewater Treatment Facility (WWTF). The WWTF is a four pond treatment system, of which two the ponds are fully mixed and two are 'settling'. Annually, one of the ponds is taken out of service to remove accumulated sludge. Generally this is done at pond three, the first settling pond.

In 2007/2008 the District contracted with a company to dredge sludge from the treatment ponds, press the sludge material and dispose of the pressed sludge material. Unfortunately, due lack of funding the District only cleaned out the first two treatment ponds. Since then the District has pumped, on an annual basis, a portion of the accumulated sludge from pond three to the drying pond thru the use of large positive displacement pumps. However, these pumps are limited in their ability to pump dense material and the Drying pond (where the sludge material is pumped to) is limited in holding capacity. As such only an estimated 20% of the accumulated sludge is removed each year.

Since the District was formed nearly 25 years ago, it has been deficient in removing of sludge from the treatment ponds. With the plant creeping closer to capacity over the last 25 years, and the inadequate ability to remove sludge independently, it is recommended that the District contract for the dredging and pressing of sludge from the treatment ponds three and four.

Removal of accumulated sludge is necessary for the efficient treatment of wastewater through the facility and to minimize carryover of solids from the treatment ponds to the percolation ponds. When the proposed treatment plant starts construction all the ponds will need to be drained and cleaned completely, at that time the wastewater will be able to be processed through the new plant. It is possible that funding for the construction of the WWTF expansion is approved prior to starting this work, if that is the case then this work could be funded through the grant and be coordinated with the General Contractor to perform some of proposed sludge removal and dewatering as part of the final decommissioning of treatment pond 3.

The proposed scope of work will allow for the dredging and pressing of an estimated 125 dry tons from ponds three and four, with options to desludge ponds 1 and 2. This will reduce the carryover of sludge floc from one pond to the other and to the Percolation ponds. Reducing the sludge carryover from the treatment ponds to the percolation ponds will significantly improve their long term performance and longevity.

LINK FOR THE REQUEST FOR PROPOSAL INFORMATION:

<https://watersystems.egnyte.com/fl/4HCrbyxHB6P9>

The RFP, including any addenda, will be available on the District's website and at the link above. Please reach out to the contact listed in the RFP to be notified of release of any addenda. The District's website should be relied on for the most up to date information regarding this RFP.

Timeline of Proposal process.

Potential Request for Proposal release date - November 20th, 2025

Proposal due date - December 19th, 2025

Potential contract award date January 22nd, 2026

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**FISCAL IMPACT:**

Minor cost related to the development of the RFP and approval for release.

Actual contract costs will be paid through wastewater capital reserves, and or CWSRF grant funds.

Contract costs are subject to future Board action.

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PREPARED BY: Kelly Dodds

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**REQUEST FOR PROPOSALS  
SMCSD WWTF BIOSOLIDS REMOVAL SERVICES**



**REQUEST FOR PROPOSALS**

**SAN MIGUEL COMMUNITY SERVICES DISTRICT  
WASTEWATER TREATMENT FACILITY (WWTF) POND BIOSOLIDS  
REMOVAL**

**Issue Date:**  
**November 20<sup>th</sup>, 2025**

**Proposal Due Date and Time:**  
Friday, December 19, 2025 12:00 pm (Pacific time)

**Contact:**  
Kelly Dodds, General Manager    [Kelly.dodds@sanmiguelcsd.org](mailto:Kelly.dodds@sanmiguelcsd.org)  
phone: 805-467-3388 / fax: 805-467-9212

**Deliver:** via email to [Kelly.dodds@sanmiguelcsd.org](mailto:Kelly.dodds@sanmiguelcsd.org)

**REQUEST FOR PROPOSALS  
SMCSD WWTF BIOSOLIDS REMOVAL SERVICES**

**REQUEST FOR PROPOSALS  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
WWTF POND BIOSOLIDS REMOVAL**

The San Miguel Community Services District (District) is requesting proposals from selected contractors for biosolids removal and dewatering from municipal wastewater treatment ponds in the community of San Miguel, San Luis Obispo County, California.

**Proposal Due Date: December 19, 2025, 12 p.m. local time.**

**Proposal Delivery: Deliver via email to [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)**

**Contact: Kelly Dodds, General Manager, San Miguel Community Services District, [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org), (805) 467-3388 for questions or additional information.**

**Contract award preliminarily planned for January 25<sup>th</sup> 2025**

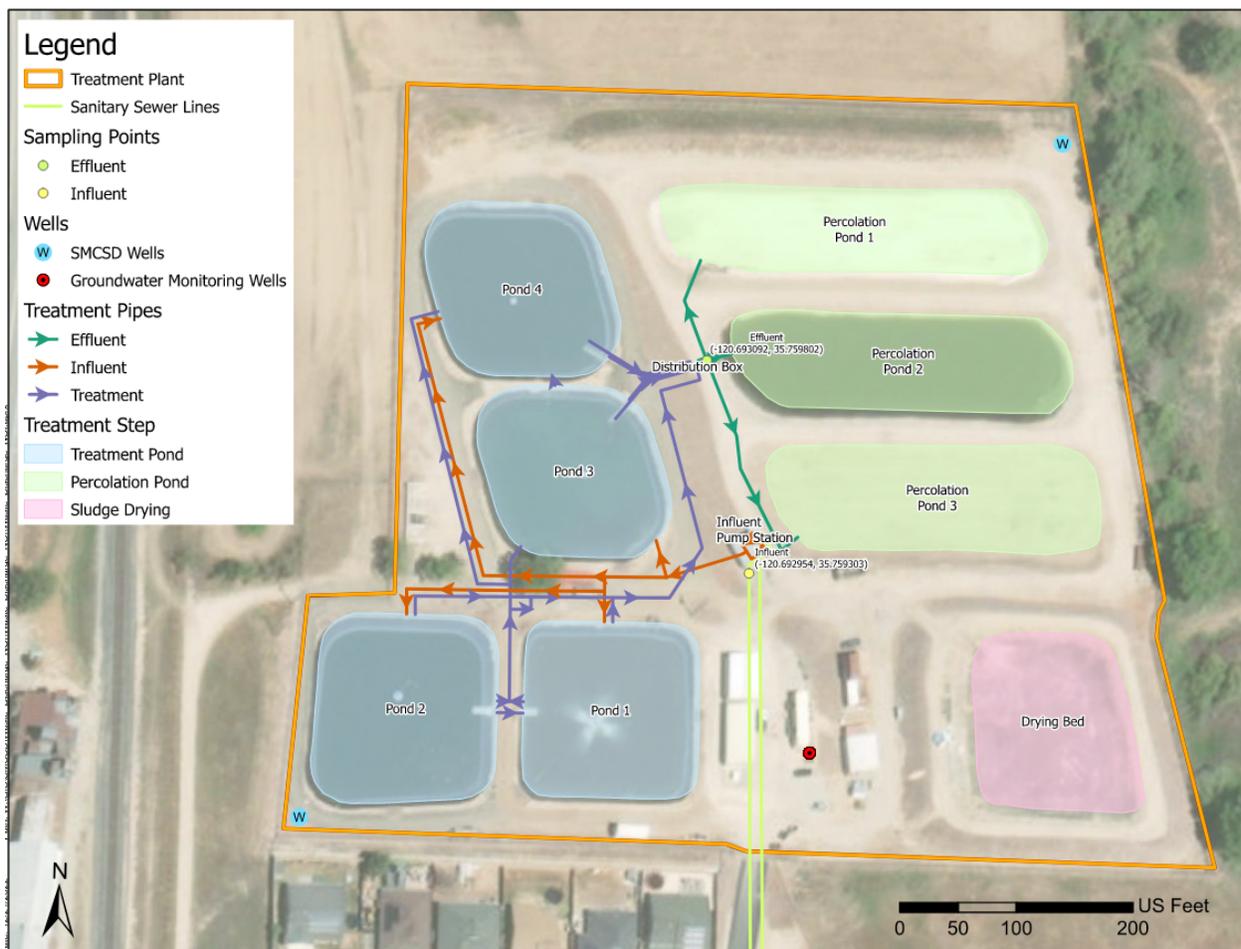
**BACKGROUND**

San Miguel is an unincorporated community in San Luis Obispo County, with approximately 2,820 residents, located approximately 7 miles north of the City of Paso Robles. The San Miguel Community Services District (District) provides wastewater collection and treatment for the community. A schematic of the wastewater treatment facility (WWTF) is shown below, and consists of the following:

- **Influent Pump Station:** Raw wastewater is pumped from the influent wet well/lift station to the first aerated treatment pond. There is no headworks.
- **Aerated Treatment Ponds, Stage 1:** Pond 1 and Pond 2 are 0.94 million gallon (MG) aerated aerobic ponds, equipped with 25 and 20 horsepower (HP) aerators, respectively. These are considered completely mixed aerated lagoons. Thus, the floating aerators keep most solids in suspension while maintaining dissolved oxygen levels. Solids do not appreciably deposit in Ponds 1 and 2, but instead settle out predominantly in Pond 3 and 4. Floatable plastics and debris must be raked out of these ponds by hand.
- **Aerated Treatment Pond, Stage 2:** Pond 3 is a single 0.87 MG pond, with a 7.5 HP aerator. This pond and floating aerators maintain dissolved oxygen levels in the pond, while allowing solids to settle to the bottom of the pond. Solids settle to the bottom of the pond, and organic matter in the sludge slowly decomposes anaerobically. This pond is generally referred to as a facultative pond, with an upper aerobic zone and lower anaerobic zone.

# REQUEST FOR PROPOSALS SMCSD WWTF BIOSOLIDS REMOVAL SERVICES

- Aerated Treatment Pond, Stage 3:** Pond 4 is a single 0.87 MG pond equipped with a 7.5 HP aerator. This is the final (fourth) pond that also maintains dissolved oxygen levels in the upper zone. This pond is considered a final polishing pond prior to discharge to the percolation ponds/beds. Typically less sludge settles in this pond compared to Pond 3, however recently Pond 4 has also been accumulating more solids.
- Percolation Ponds:** There are three (3) percolation ponds totaling 1.7 acres in area.
- Biosolids Disposal:** When deemed appropriate by the WWTF operations staff, the biosolids are pumped from Pond 3 and 4 to the existing sludge drying basin. After drying and stabilization, the biosolids are transported to a local landfill for disposal. The treatment ponds have not had complete sludge removal within the last 15 years.



The sludge accumulation in Pond 3 and 4 is currently reducing the treatment capacity at the WWTF. As such, the District is seeking a Contractor to remove and dewater biosolids

# REQUEST FOR PROPOSALS

## SMCSD WWTF BIOSOLIDS REMOVAL SERVICES

in Pond 3 and 4. Optionally, the District may include biosolids removal and dewatering in Pond 1 and 2 as part of the work.

The WWTF has the flexibility to isolate each pond in the treatment process. Three ponds must remain operable to maintain the treatment process and meet the permitted effluent limits. The Contractor shall coordinate with the District, whose operations staff will isolate a treatment pond as needed prior to biosolids removal.

The existing sludge drying bed can be used for staging and dewatering operations. The Contractor will need to coordinate with the District if additional area is needed for staging. All water from the dewatering process will need to be controlled and sent to Pond 1 at the front of treatment process. The Contractor cannot use potable water for the dewatering process but can use partially treated water from the treatment ponds. The Contractor can use potable water for washdown purposes with coordination from the District. Contractor shall minimize potable water use to complete the work. The Contractor will need to provide their own power for the work.

All work at the site must be performed during normal working hours of 7:00am to 4:30pm, Monday through Friday. Contractor will not perform work on a Saturday, Sunday, or any San Miguel Community Services District holiday without permission from the District. When the Contractor is permitted to work outside of normal working hours, noise shall not exceed an hourly equivalent sound level of 50 decibels with an instantaneous maximum not exceeding 70 decibels in accordance with County of San Luis Obispo Noise Ordinance.

Additionally, the District is planning a major upgrade to the WWTF beginning in 2026, which will include the demolition of Ponds 1 and 3 and improvements to Ponds 2 and 4. To support continued operations during construction, the majority of sludge will need to be removed from Pond 3 and 4 under this work.

### PROPOSAL REQUIREMENTS

Agreement. Contractors shall review the District's Standard Agreement, liability, and insurance requirements, included as **Attachment B** to this RFP.

Agreement Execution. The awarded Contractor shall execute the agreement in Attachment B with the District within 10 working days after notice of award has been granted by the District. Failure to accept and execute said Agreement will cancel the notice of award, and the District will continue negotiations with the next highest ranked Contractor.

Proof of Insurance. The District will require the selected Contractor to maintain general liability, automobile, workers' compensations and other insurance listed in the agreement supplemental conditions. Contractor shall provide proof of insurance in the form, coverages, and amounts specified in the Agreement within 10 working days following

# REQUEST FOR PROPOSALS

## SMCSD WWTF BIOSOLIDS REMOVAL SERVICES

notice of contract award. Such insurance proof shall be a pre-condition of contract execution.

Contractors License. Provide Contractor's license and evidence to do work in the State of California in your proposal.

### OVERVIEW OF SCOPE OF SERVICES

Contractors shall provide a proposal to meet the scope of services listed below to remove and dewater biosolids from treatment ponds at the San Miguel Wastewater Treatment Facility, owned by San Miguel Community Services District (Owner) in San Miguel, California.

1. **Mobilization:** Mobilization should include delivery and installation of all equipment necessary to perform the work, including solids removal and dewatering. This task shall include all costs associated with project management such as project oversight and coordination, QA/QC, developing the proposed work plan and construction schedule, and data collection such as sludge sampling as needed for successful completion of the work. Assume one pre-construction meeting with the Owner to review the work plan and schedule prior to commencing work.

The work plan should include:

- a. A description of the proposed method(s) of biosolids removal and dewatering.
  - i. The description shall contain method(s) for protecting the structural integrity and functionality of the pond liner.
  - ii. The description shall also list if aerators can remain in the pond or need to be removed entirely.
- b. A description of the proposed method(s) of liquids control and conveyance to the WWTF's Pond 1.
- c. A complete listing of the number and type of vehicles and equipment that will be used by the Contractor in the execution of this Contract.
- d. Product data and equipment information for dewatering and dredging equipment to be used.
- e. A complete listing of staff personnel that will be associated with the on-site work including their qualifications and experience.
- f. Contingency plan for controlling odors.
- g. Prior to Contractor mobilization to site under the Contract, the Contractor shall present to the Owner a copy of all licenses to execute work.
- h. Prior to the commencement of any activity associated with this Contract, the Contractor shall present to the Owner a written plan describing emergency spill control and clean up procedures.

## REQUEST FOR PROPOSALS SMCSD WWTF BIOSOLIDS REMOVAL SERVICES

2. **Remove Biosolids from Pond 3 & 4 and Dewater.** The Owner will facilitate and conduct bypass operations during Project duration through coordination with the Contractor. The Contractor shall provide necessary pumps, hoses, piping, trucks, temporary power supplies and any other equipment required to remove and dewater biosolids from the ponds. While dredging, the Contractor shall take the necessary precautions to preserve the state of the pond liner as it existed pre-project.
- a. **Biosolids Removal:** The Contractor is responsible for the following sequence of work:
    - i. Conduct survey of top of sludge elevations in the pond. Take measurements on a 10-ft by 10-ft grid. Contractor is to set up their own local control for this survey work.
    - ii. If needed, dewater the pond to the level required to initiate biosolids removal. Dewater pond into Pond 1 with available freeboard.
      - 1. Dewatering into Pond 1 shall cease if the freeboard is less than 1 ft.
    - iii. At a minimum, dredge pond to remove material from the bottom of both ponds to the limits indicated on the attached Drawings, with a maximum of 6-inch of sludge depth remaining.
      - 1. Dilution of biosolids to aid in removal is not permitted without prior approval of the Owner.
      - 2. If dilution is desired, the only dilution water that will be accepted by the Owner is to use existing pond water. No new water can be brought onto the WWTF site for dilution.
      - 3. Existing pond water is partially treated domestic sewage.
  - b. **Dewatering:** Dewatering method is at the discretion of the Contractor. However, the chosen method must be capable of achieving 15% solids or greater as measured at project completion. Chemical treatment used for dewatering must be nonhazardous and comply with Chapter 11 of CCR Title 22. Please list your proposed dewatering methodology in your proposal.
    - i. See attached Drawings for locations can be used for staging and dewatering activities. Contractor shall coordinate with the Owner for use of additional areas for staging.
    - ii. The proposed dewatering process must be one which is able to be completed within the timeframe and available areas specified.
      - 1. Due to area, environmental, and time constraints, drying beds will not be considered as an acceptable dewatering process.
      - 2. Filtrate or other return flows produced from the dewatering process must be returned to the influent Wastewater Treatment Facility Pond 1. Temporary pumping, piping and



# **REQUEST FOR PROPOSALS**

## **SMCSD WWTF BIOSOLIDS REMOVAL SERVICES**

appropriate transport vehicles, equipped to handle non-hazardous sludge or biosolids.

- a. Contractor shall ensure containment measures are in place and followed to prevent leakage, spillage, or airborne dispersion during transit.
- b. Contractor shall be responsible for all necessary permits to transport or dispose of dried biosolids from the WWTF.
- c. Contractor shall coordinate with licensed disposal facilities to confirm acceptance criteria, tipping schedules, and compliance with applicable regulations.
- d. Contractor is responsible for all testing required by the disposal site. Electronic copies of all testing results will be provided to the Owner within five days of receipt by the Contractor.
- e. Contractor shall retain and provide documentation of disposal site approvals and manifests for each load hauled.

### **CONTRACT TIME**

The Work will be substantially complete within 100 days after the Notice to Proceed, and completed and ready for final payment within 130 days after the Notice to Proceed.

### **SUMMARY OF DELIVERABLES:**

1. Written Work Plan
2. Construction Schedule
3. Safety Plan
4. Weekly Progress Reports
5. Percent solids testing data

## REQUEST FOR PROPOSALS SMCSD WWTF BIOSOLIDS REMOVAL SERVICES

### COST ESTIMATE:

Provide a cost estimate for pricing based on the scope of work and using the following format:

<b>Task</b>	<b>Units</b>	<b>Unit of Measure</b>	<b>Unit Price (enter amount)</b>	<b>Total (enter amount)</b>
<b>Mobilization</b>	1	Lump Sum		
<b>Remove Biosolids from Pond 3 &amp; 4 and Dewater</b>	125	Dry Ton		
<b>Demobilization</b>	1	Lump Sum		
<b>Total:</b>				
<b>Optional Task #1: Remove Biosolids from Pond 1 &amp; 2 and Dewater</b>	5	Dry Ton		
<b>Optional Task #2a: Hauling of Dewatered Biosolids (Pond 3 &amp; 4)</b>	125	Dry Ton		
<b>Optional Task #2b: Hauling of Dewatered Biosolids (Pond 1 &amp; 2)</b>	5	Dry Ton		
<b>Total with Optional Tasks:</b>				

Estimated dry tons based on 733,000 gallons of wet sludge at 4% solids accumulation in Pond 3 and 4 and 38,000 gallons of wet sludge at 2.9% solids accumulation in Pond 1 and 2. Wet sludge volumes are estimated from 2024 sludge depth measurements and assume a consistent depth and slope across the pond bottom. Payment will be based on measured actual tonnage removed and laboratory testing of percent solids.

**REQUEST FOR PROPOSALS  
SMCSD WWTF BIOSOLIDS REMOVAL SERVICES**

**ATTACHMENT A – SMCSD WWTF SUPPORTING DRAWINGS AND SLUDGE  
DEPTH ESTIMATES**

**REQUEST FOR PROPOSALS  
SMCSD WWTF BIOSOLIDS REMOVAL SERVICES**

**ATTACHMENT B – SMCSD STANDARD AGREEMENT  
EJCDC® C-520, AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

**Board of Directors  
Staff Report**

**November 20, 2025**

**AGENDA ITEM: 8.4**

**SUBJECT:** Authorize the San Miguel Fire Department, in partnership with the San Miguel Firefighters Association, to host Santa Clause at the San Miguel Fire Station (**Approve by 3/5 Vote**) (Pg. 49-51)

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**SUGGESTED ACTION:** Approve the San Miguel Fire Department(SMFD), in partnership with the San Miguel Firefighters Association (SMFA), to host Santa Clause at the San Miguel Fire Station.

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**DISCUSSION:**

The San Miguel Fire Department, in partnership with the San Miguel Firefighters Association, has conducted an annual Santa Clause visit and gift giveaway at the San Miguel Fire Station located at 1150 Mission Street for numerous years. Approval will allow this annual event that serves a public purpose and contributes to the public welfare to continue.

A signed waiver is on file with the General Manager for the proposed event.

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**FISCAL IMPACT:**

Minor costs related to staff and legal counsels time to prepare this item.

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PREPARED BY: Scott Young

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## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Waiver of Liability and Hold Harmless Agreement (“Agreement”) is entered into by and between San Miguel Community Services District, a California community services district (“Agency”), and the San Miguel Firefighters Association (“Organization”), in connection with Organization’s use of Agency property to conduct an annual Santa Visit.

**1. Use of Premises.** Agency hereby permits Organization to use San Miguel Fire Department at 1150 Mission Street on December 20, 2025, for the purpose of holding a Santa Visit (“Event”).

**2. Assumption of Risk.** Organization acknowledges that it voluntarily assumes all risks associated with holding the Event, including, but not limited to, risks of injury to participants, employees, volunteers, invitees, and members of the public.

**3. Waiver and Release.** To the fullest extent permitted by law, Organization hereby waives, releases, and discharges Agency, its officers, officials, employees, agents, and volunteers from any and all claims, liabilities, demands, actions, or causes of action arising out of or related to the Event, including use of the premises and facilities.

**4. Indemnification and Hold Harmless.** Organization shall defend, indemnify, and hold harmless Agency, its officers, officials, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to the Event, except to the extent caused by the sole negligence or willful misconduct of Agency.

**5. Insurance.** Organization shall maintain insurance coverage in types and amounts reasonably satisfactory to Agency and shall provide proof of such insurance upon request.

**6. Compliance with Laws.** Organization agrees to comply with all applicable federal, state, and local laws, regulations, and ordinances in conducting the Event.

**7. No Agency Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the parties.

**8. Entire Agreement.** This Agreement contains the entire understanding between the parties and may not be amended except in writing signed by both parties.

[Signatures on Following Page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the dates written below:

**San Miguel Firefighters Association (SMFA)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**San Miguel Community Services District**

By: \_\_\_\_\_

Kelly Dodds, General Manager

Date: \_\_\_\_\_

**Board of Directors  
Staff Report**

November 20, 2025

**AGENDA ITEM: 8.5**

**SUBJECT:** Authorize the Fire Chief to administer and execute an Office of Traffic Safety (OTS) Grant for \$12,600 including associated budget adjustments - Resolution 2025-45 (**Approve by 3/5 vote**) (Pg. 52-87)

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**SUGGESTED ACTION:** Approve RESOLUTION 2025-45 authorizing the Fire Chief to accept and execute the Office of Traffic Safety (OTS) grant award in the amount of \$12,600.00 (including related budget adjustments) for the purchase of Auto Extrication equipment and digital alerting technology equipment as described and approved within the grant application.

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**DISCUSSION:**

The San Miguel Fire Department applied for the 2025 Office of Traffic Safety (OTS) Grant requesting \$12,600.00 for funding to purchase new auto extrication equipment and digital alerting technologies improving public and first responder safety.

Funding received through the OTS grant opportunity will provide the Department the necessary funding to purchase new Rescue 42 Junior stabilization equipment and install HAAS Alerting devices on the Departments response vehicles.

The purchase and implementation of the new equipment will result in a higher level of overall safety for victims and Firefighters.

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**FISCAL IMPACT:**

Funding for all expenditures as detailed within the OTS grant agreement shall be included in the award. A budget adjustment to FY 2025-26 budget of \$12,600.00 shall be required as follows:

Increase of \$12,600.00 to the revenue account 20-40500 for receiving funding.

Increase of \$12,600.00 to the expense object 20-456 for grant related expenses.

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PREPARED BY: Scott Young

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<b>1. GRANT TITLE</b> <b>Regional Crash Response and Extrication Improvement Program</b>	
<b>2. NAME OF AGENCY</b> <b>San Miguel</b>	<b>3. Grant Period</b> From: 10/01/2025 To: 09/30/2026
<b>4. AGENCY UNIT TO ADMINISTER GRANT</b> <b>San Miguel Fire Department</b>	
<b>5. GRANT DESCRIPTION</b> The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement. In addition, the department will purchase e-digital alerting technology and educate the public about roadside safety.	
<b>6. Federal Funds Allocated Under This Agreement Shall Not Exceed: \$12,600.00</b> Allocation is contingent upon availability of federal funds.	
<b>7. TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> <li>• Exhibit C – Grant Electronic Management System (GEMS) Access</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.  IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. Approval Signatures</b>	
<p><b>A. GRANT DIRECTOR</b></p> <p>NAME: Scott Young  TITLE: Fire Chief  EMAIL: scott.young@sanmiguelcsd.org  PHONE: (805) 467-3388 x103  ADDRESS: 1150 Mission Street  San Miguel, CA 93451</p> <p>  <small>Scott Young (Oct 22, 2025 06:47:08 PDT)</small></p> <p>_____ Oct 22, 2025  (Signature) (Date)</p> <p><b>C. FISCAL OFFICIAL</b></p> <p>ADDRESS: Michelle Hido  Financial Officer  michelle.hido@sanmiguelcsd.org  (805) 467-3388 x107  1765 Bonita Place  San Miguel, CA 93451</p> <p>  <small>Michelle Hido (Oct 22, 2025 06:47:08 PDT)</small></p> <p>_____ Oct 22, 2025  (Signature) (Date)</p>	<p><b>B. AUTHORIZING OFFICIAL</b></p> <p>ADDRESS: Ashley Sangster  Board President  ashley.sangster@sanmiguelcsd.org  (805) 467-3300  P.O. Box 180  San Miguel, CA 93451</p> <p>  <small>Ashley Sangster (Nov 3, 2025 14:39:02 PST)</small></p> <p>_____ Nov 3, 2025  (Signature) (Date)</p> <p><b>D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY</b></p> <p>ADDRESS: Stephanie Dougherty  Director  stephanie.dougherty@ots.ca.gov  (916) 509-3030  2208 Kausen Drive, Suite 300  Elk Grove, CA 95758</p> <p>  <small>Stephanie Dougherty (Nov 3, 2025 16:33:00 PST)</small></p> <p>_____ Nov 3, 2025  (Signature) (Date)</p>



<p>E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY</p> <p>NAME: Carolyn Vu  ADDRESS: 2208 Kausen Drive, Suite 300  Elk Grove, CA 95758</p>	<p><b>9. SAM INFORMATION</b></p> <p>SAM #: F4L6V65N1XX5  REGISTERED  ADDRESS: 1765 Bonita Pl  CITY: San Miguel  ZIP+4: 93451-9129</p>
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10. PROJECTED EXPENDITURES						
FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402EM-26	20.600	0521-0890-101	2025	04/25	BA/25	\$3,400.00
405h PRD-	20.616	0521-0890-101	2025	04/25	BA/25	\$9,200.00
					<b>AGREEMENT TOTAL</b>	<b>\$12,600.00</b>
					AMOUNT ENCUMBERED BY THIS DOCUMENT	
					<b>\$12,600.00</b>	
<p><i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i></p>					PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	
					<b>\$ 0.00</b>	
OTS ACCOUNTING OFFICER'S SIGNATURE			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE	
 <small>Carolyn Vu (Nov 3, 2025 14:41:38 PST)</small>			Nov 3, 2025		<b>\$12,600.00</b>	

**1. PROBLEM STATEMENT****Describe the city, county, or jurisdiction this grant will impact.**

The increase of traffic coming through the San Miguel area, coupled with the Highway 101 and Wellsona Road expansion project, increases the need for emergency services to expand and improve safety measures. Improved safety measures will help in mitigating crashes as EMS are responding to service calls on the highway.

San Miguel is located at the northern most area of San Luis Obispo County. According to the 2023 Census estimates, San Luis Obispo County has a population of 282,013 people. San Miguel is a village and Census Designated Place (CDP) in a rural area of northern San Luis Obispo County, California. In 2,000 the community had a population of 1,427. By 2010 it had risen to 2,336 and today has an estimated population of 2,837 people. San Miguel is a tourist destination with historic architecture and vineyards as part of the Paso Robles wine region. The San Miguel Fire Department falls under the umbrella of the services encompassed by the San Miguel Community Services District. San Miguel Fire is an all-risk department and currently relies on Paid-On-Call Firefighters that provide emergency services throughout the community of San Miguel and the adjacent unrepresented areas of San Luis Obispo County and Camp Roberts. The department also provides mutual aid to the cities of Paso Robles, Atascadero, San Luis Obispo, Templeton, and as needed throughout San Luis Obispo County and the state. The Community Services District (CSD) encompasses 5.5 square miles. The San Miguel Fire Department is seeking to separate from the CSD and return to a Fire District, which will expand district boundaries intended to improve fire and EMS services within the County and State.

San Luis Obispo County is an up-and-coming wine region in California, with a growing number of tourists coming from Los Angeles in the south and San Francisco in the north. San Luis Obispo County is located at the approximate mid-point between Los Angeles and San Francisco. The 101 Highway is a popular corridor to travel between San Francisco to Los Angeles, and also the corridor used to travel from Monterey County to the growing wine region of Paso Robles. Traffic has increased substantially on this corridor as more wineries offer weekend get-aways and events. The speed limit on this section of Highway 101 has recently been reduced from 70 mph to 65 mph due to an increase in recent years of fatalities and injury crashes. The California Highway Patrol (CHP) has reported both a higher incidence as well as elevated speeds of high-speed offenders on this stretch of US 101.

This decision is a result of Caltrans Director's Policy 36, DP-36, which defines a shift in implementing safety at Caltrans. Adopted in February 2022, this policy promotes a vision to eliminate fatalities and serious injuries on California's roadways by 2050 and to provide safer outcomes for all communities.

**Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).**

The San Miguel Fire Department seeks to improve safety measures and mitigate the potential for increased traffic crashes during the Highway 101 and Wellsona Road expansion project and continue using the digital advanced warning system moving forward. As a component of this expansion, traffic, including semi-truck is being rerouted through the small township. This path of travel is putting extra traffic through areas which were not designed to manage this type of traffic.

The San Miguel Fire Department is responsible for responding to traffic emergencies along the north and south running Highway 101 corridor. This is a stretch of highway extending from Wellsona Road at the south to the Monterey County line and beyond to the north. This is a heavily traveled corridor for both travelers and semi-trucks who are transporting freight throughout the state. This is heavy wine making industry area, where not only freight is being moved on this corridor, but also chemicals used within the wine industry.

There is a stretch of this highway that is currently undergoing safety improvements. The purpose of these improvements is to reduce the number and severity of traffic crashes at the intersection of Wellsona Road and Highway 101.

This intersection is one of the most dangerous intersections in San Luis Obispo County. According to Caltrans, this intersection of Highway 101 and Wellsona Road has been experiencing a pattern of broadside and left-turn merge-related crashes. These have been documented through the Caltrans Traffic Accident Surveillance and Analysis System (TASAS). The intersection has experienced a concentration of crashes related to drivers not yielding to the right of way. In the most recent 5-year period, this intersection has experienced 16 crashes; of these, 14 were multi-vehicle crashes and 3 were fatal crashes. Based on the analysis of crash statistics, the traffic crash rate at this location is higher than the statewide average and Caltrans determined that action would be required to reduce the potential for crashes at this intersection.

Using digital technology to support an advanced warning system for first responder vehicles will mitigate responder to responder crashes. Additionally, educating the community about current technology and the ability to download apps to alert drivers to traffic crashes will reduce crashes, and provide safer conditions for first responders working incidents on the roads.

**Define the target population the grant intends to serve and how they are affected by the problem(s).**

San Miguel is located at the northern most point of San Luis Obispo County. San Miguel is comprised of 73% Hispanics and 47.6% of San Miguel residents are foreign born. The poverty rate of San Miguel is 29.9%. This is higher than San Luis Obispo County and the state of California, which have poverty rates of 12.6% and 13.2% respectively. According to the 2022 Census, 96% of San Miguel's working population travel to work. The mean travel time is 25.1 minutes. This data suggests that the population who will benefit from this grant, other than tourists coming from northern California, are local residents within the San Miguel community who are marginalized and have been burdened by poverty and inequality.

This community travels along this highway corridor with the knowledge that it is extremely dangerous. The probability of danger increases during the period of construction and expansion. SMFD will mitigate traffic incidents, as well as increase safety measures to protect lives, both of first responders and community members.

Advancement of the technological reach for the fire department will improve communications with commuters within the department's response area, and beyond. Additionally, the tools will improve the performance of the extrication equipment that was recently purchased.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

**B. Objectives:**

	<b>Target Number</b>
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	2
3. Train firefighters in the use of the new equipment.	12
4. Conduct traffic safety presentations with an effort to reach persons and communities.	2
5. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	2
6. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	4
7. Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
8. Purchase and install digital alert technology in emergency vehicles to provide other motorists advance warning to slow down and move over.	4

### 3. METHOD OF PROCEDURE

#### A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

#### Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

#### B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

#### Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.

- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

### **C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

### **4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

**GRANT AGREEMENT**

Schedule B

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT		
405h PRD-26	20.616	Preventing Roadside Deaths	\$9,200.00		
402EM-26	20.600	State and Community Highway Safety	\$3,400.00		
COST CATEGORY		FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>					
<u>Straight Time</u>					\$0.00
<u>Overtime</u>					\$0.00
Category Sub-Total					\$0.00
<b>B. TRAVEL EXPENSES</b>					
					\$0.00
					\$0.00
Category Sub-Total					\$0.00
<b>C. CONTRACTUAL SERVICES</b>					
					\$0.00
Category Sub-Total					\$0.00
<b>D. EQUIPMENT</b>					
					\$0.00
Category Sub-Total					\$0.00
<b>E. OTHER DIRECT COSTS</b>					
Extrication Items		402EM-26	\$1,700.00	2	\$3,400.00
Digital Alert Technology		405h PRD-26	\$2,300.00	4	\$9,200.00
Category Sub-Total					\$12,600.00
<b>F. INDIRECT COSTS</b>					
					\$0.00
Category Sub-Total					\$0.00
<b>GRANT TOTAL</b>					<b>\$12,600.00</b>

**GRANT AGREEMENT**

**EM26009**

Schedule B-1

<b>BUDGET NARRATIVE</b>
<p><b>PERSONNEL COSTS</b> -</p>
<p><b>TRAVEL EXPENSES</b> -</p>
<p><b>CONTRACTUAL SERVICES</b> -</p>
<p><b>EQUIPMENT</b> -</p>
<p><b>OTHER DIRECT COSTS</b> Extrication Items - Costs may include the following: airbags and accessories, axes, combi-tools, cribbing, cutters, driver-side airbag covers, extrication gloves, generators, hoses, portable lights, rams and supports, rescue saws, rescue struts and plates, retrofit kits, ropes, sawzalls, and step chocks. Additional items may be purchased if approved by OTS. Each extrication item must operate independent of a grant-funded power unit.</p>
<p>Digital Alert Technology - Technology installed in emergency vehicles to provide other motorists advance warning to slow down and move over to increase awareness of first responders. Costs may include digital alert technology, installation, and taxes.</p>
<p><b>INDIRECT COSTS</b> -</p>
<p><b>STATEMENTS/DISCLAIMERS</b> There will be no program income generated from this grant.</p>

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**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants  
(23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

*The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:*

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, [Public Law 109-59](#), as amended by Sec. 25024, [Public Law 117-58](#);
- [23 CFR part 1300](#)—Uniform Procedures for State Highway Safety Grant Programs;
- [2 CFR part 200](#)—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- [2 CFR part 1201](#)—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. 2000d](#) et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- [49 CFR part 21](#) (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- [28 CFR 50.3](#) (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, ([42 U.S.C. 4601](#)), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973*, (*23 U.S.C. 324 et seq.*), and *Title IX of the Education Amendments of 1972*, as amended ([20 U.S.C. 1681-1683](#) and [1685-1686](#)) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, ([29 U.S.C. 794](#) et seq.), as amended, (prohibits discrimination on the basis of disability) and [49 CFR part 27](#);
- *The Age Discrimination Act of 1975*, as amended, ([42 U.S.C. 6101](#) et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* ([42 U.S.C. 12131-12189](#)) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and [49 CFR parts 37](#) and [38](#)

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

## **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## **SPECIFIC ASSURANCES**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [\[U\]](#) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

### **THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The grantee's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance programs;
  4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
  5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  1. Abide by the terms of the statement;
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  1. Taking appropriate personnel action against such an employee, up to and including termination;
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act ([5 U.S.C. 1501-1508](#)), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
**(applies to subrecipients as well as States)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**  
**(applies to subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of [2 CFR parts 180 and 1200](#).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in [2 CFR parts 180 and 1200](#). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with [2 CFR parts 180 and 1200](#).
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

#### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **BUY AMERICA**

**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement ([23 U.S.C. 313](#)) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

#### **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States)**

#### **GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

#### **PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE** **(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **POLICY ON SEAT BELT USE**

In accordance with [Executive Order 13043](#), Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

#### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with [Executive Order 13513](#), Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS**

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	EM26009
Agency Name:	San Miguel Fire Department
Grant Title:	Regional Crash Response and Extrication Improvement Program
Agreement Total:	\$12,600.00
Authorizing Official:	Ashley Sangster
Fiscal Official:	Michelle Hido
Grant Director:	Scott Young

**CURRENT GEMS USER(S)**

**1. Michelle Hido**

Title: Financial Officer

Phone: (805) 467-3388 x107

Email: michelle.hido@sanmiguelcsd.org

Media Contact: No

**2. Scott Young**

Title: Fire Chief

Phone: (805) 467-3388 x103

Email: scott.young@sanmiguelcsd.org

Media Contact: Yes

Complete the below information if adding, removing or editing a GEMS user(s)

<b>GEMS User 1</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 2</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 3</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 4</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
<b>GEMS User 5</b>		Add as a media contact? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Add/Change <input type="checkbox"/>	Remove Access <input type="checkbox"/>		
Name		Job Title	
Email address		Phone number	
Form completed by: <i>Scott Young</i>		Date: Oct 22, 2025	
As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.			
<u><i>Scott Young</i></u> <small>Scott Young (Oct 22, 2025 06:47:08 PDT)</small>		Scott Young	
Signature		Name	
Oct 22, 2025		Grant Director	
Date		Title	

# Grant Agreement - EM26009

Final Audit Report

2025-11-04

Created:	2025-10-20
By:	Bao Her (bao.her@ots.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkcS-qo72UVnVAD038R8apQosAPjvSU1v

## "Grant Agreement - EM26009" History

-  Document created by Bao Her (bao.her@ots.ca.gov)  
2025-10-20 - 4:15:53 PM GMT
-  Document emailed to Scott Young (scott.young@sanmiguelcsd.org) for signature  
2025-10-20 - 4:16:01 PM GMT
-  Email viewed by Scott Young (scott.young@sanmiguelcsd.org)  
2025-10-22 - 1:41:55 PM GMT
-  Document e-signed by Scott Young (scott.young@sanmiguelcsd.org)  
Signature Date: 2025-10-22 - 1:45:04 PM GMT - Time Source: server
-  Document emailed to scott.young@sanmiguelcsd.org for signature  
2025-10-22 - 1:45:07 PM GMT
-  Email viewed by scott.young@sanmiguelcsd.org  
2025-10-22 - 1:45:27 PM GMT
-  Signer scott.young@sanmiguelcsd.org entered name at signing as Scott Young  
2025-10-22 - 1:47:06 PM GMT
-  Document e-signed by Scott Young (scott.young@sanmiguelcsd.org)  
Signature Date: 2025-10-22 - 1:47:08 PM GMT - Time Source: server
-  Document emailed to Michelle Hido (michelle.hido@sanmiguelcsd.org) for signature  
2025-10-22 - 1:47:22 PM GMT
-  Email viewed by Michelle Hido (michelle.hido@sanmiguelcsd.org)  
2025-10-22 - 3:01:13 PM GMT
-  Document e-signed by Michelle Hido (michelle.hido@sanmiguelcsd.org)  
Signature Date: 2025-10-22 - 3:19:43 PM GMT - Time Source: server

 Document emailed to ashley.sangster@sanmiguelcsd.org for signature

2025-10-22 - 3:19:45 PM GMT

 Email viewed by ashley.sangster@sanmiguelcsd.org

2025-11-03 - 10:38:30 PM GMT

 Signer ashley.sangster@sanmiguelcsd.org entered name at signing as Ashley Sangster

2025-11-03 - 10:39:00 PM GMT

 Document e-signed by Ashley Sangster (ashley.sangster@sanmiguelcsd.org)

Signature Date: 2025-11-03 - 10:39:02 PM GMT - Time Source: server

 Document emailed to Carolyn Vu (Carolyn.Vu@ots.ca.gov) for signature

2025-11-03 - 10:39:04 PM GMT

 Email viewed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

2025-11-03 - 10:41:28 PM GMT

 Document e-signed by Carolyn Vu (Carolyn.Vu@ots.ca.gov)

Signature Date: 2025-11-03 - 10:41:38 PM GMT - Time Source: server

 Document emailed to Stephanie Dougherty (stephanie.dougherty@ots.ca.gov) for signature

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 Agreement completed.

2025-11-04 - 0:33:00 AM GMT

# Application Information

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Application No: 26-006775

Application Type:	EMS	Agency (City or County):	<a href="#">San Miguel</a>	Department (Police Dept, DA Office, etc):	<a href="#">San Miguel Fire Department</a>
Authorized Representative:	<a href="#">Scott Young</a>	Additional Contact Email:	<a href="mailto:scott.young@sanmiguelcsd.org">scott.young@sanmiguelcsd.org</a>	DUNS/SAM Number:	F4L6V65N1XX5
DUNS/SAM Expiration Date:	1/22/2026	DUNS/SAM Registered Address:	1765 BONITA PL	DUNS/SAM City:	San Miguel
DUNS/SAM ZIP+4:	93451-9129				

# Application Summary

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Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

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Application Title:

Regional Crash Response and Extrication Improvement Program

Application Description:

The city/county/regional fire agency will improve their crash response and extrication times by purchasing extrication equipment. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

## Problem Statement

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Describe the problem(s) to be addressed utilizing current data, do not include state or national information.

1. Describe the city, county, or jurisdiction this grant will impact.

Problem Statement:

The increase of traffic coming through the San Miguel area, coupled with the Highway 101 and Wellsona Road expansion project, increases the need for emergency services to expand and improve safety measures. Improved safety measures will help in mitigating accidents as EMS are responding to service calls on the highway.

San Miguel is located at the northern most area of San Luis Obispo County. According to the 2023 Census estimates, San Luis Obispo County has a population of 282,013 people. San Miguel is a village and Census Designated Place (CDP) in a rural area of northern San Luis Obispo County, California. In 2,000 the community had a population of 1,427. By 2010 it had risen to 2,336 and today has an estimated population of 2,837 people. San Miguel is a tourist destination with historic architecture and vineyards as part of the Paso Robles wine region. The San Miguel Fire Department falls under the umbrella of the services encompassed by the San Miguel Community Services District. San Miguel Fire is an all-risk department and currently relies on Paid-On-Call Firefighters that provide emergency services throughout the community of San Miguel and the adjacent unrepresented areas of San Luis Obispo County and Camp Roberts. The department also provides mutual aid to the cities of Paso Robles, Atascadero, San Luis Obispo, Templeton, and as needed throughout San Luis Obispo County and the state. The Community Services District (CSD) encompasses 5.5 square miles. The San Miguel Fire Department is seeking to separate from the CSD and return to a Fire District, which will expand district boundaries intended to improve fire and EMS services within the County and State.

San Luis Obispo County is an up-and-coming wine region in California, with a growing number of tourists coming from Los Angeles in the south and San Francisco in the north. San Luis Obispo County is located at the approximate mid-point between Los Angeles and San Francisco. The 101 Highway is a popular corridor to travel between San Francisco to Los Angeles, and also the corridor used to travel from Monterey County to the growing wine region of Paso Robles. Traffic has increased substantially on this corridor as more wineries offer weekend get-aways and events. The speed limit on this section of Highway 101 has recently been reduced from 70 mph to 65 mph due to an increase in recent years of fatalities and injury collisions. The California Highway Patrol (CHP) has reported both a higher incidence as well as elevated speeds of high-speed offenders on this stretch of US 101.

This decision is a result of Caltrans Director's Policy 36, DP-36, which defines a shift in implementing safety at Caltrans. Adopted in February 2022, this policy promotes a vision to eliminate fatalities and serious injuries on California's roadways by 2050 and to provide safer outcomes for all communities.

2. Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats)

Problem Statement:

The San Miguel Fire Department seeks to improve safety measures and mitigate the potential for increased traffic collisions during the Highway 101 and Wellsona Road expansion project and continue using the digital advanced warning system moving forward. As a component of this expansion, traffic, including semi-truck is being rerouted through the small township. This path of travel is putting extra traffic through areas which were not designed to manage this type of traffic.

The San Miguel Fire Department is responsible for responding to traffic emergencies along the north and south running Highway 101 corridor. This is a stretch of highway extending from Wellsona Road at the south to the Monterey County line and beyond to the north. This is a heavily traveled corridor for both travelers and semi-trucks who are transporting freight throughout the state. This is heavy wine making industry area, where not only freight is being moved on this corridor, but also chemicals used within the wine industry.

There is a stretch of this highway that is currently undergoing safety improvements. The purpose of these improvements is to reduce the number and severity of traffic collisions at the intersection of Wellsona Road and Highway 101.

This intersection is one of the most dangerous intersections in San Luis Obispo County. According to Caltrans, this intersection of Highway 101 and Wellsona Road has been experiencing a pattern of broadside and left-turn merge-related collisions. These have been documented through the Caltrans Traffic Accident Surveillance and Analysis System (TASAS). The intersection has experienced a concentration of collisions related to drivers not yielding to the right of way. In the most recent 5-year period, this intersection has experienced 16 collisions; of these, 14 were multi-vehicle collisions and 3 were fatal collisions. Based on the analysis of accident statistics, the traffic collision rate at this location is higher than the statewide average and Caltrans determined that action would be required to reduce the potential for collisions at this intersection.

Using digital technology to support an advanced warning system for first responder vehicles will mitigate responder to responder collisions. Additionally, educating the community about current technology and the ability to download apps to alert drivers to traffic collisions will reduce collisions, and provide safer conditions for first responders working incidents on the roads.

3. Define the target population the grant intends to serve and how they are affected by the problem(s).

Problem Statement:

San Miguel is located at the northern most point of San Luis Obispo County. San Miguel is comprised of 73% Hispanics and 47.6% of San Miguel residents are foreign born. The poverty rate of San Miguel is 29.9%. This is higher than San Luis Obispo County and the state of California, which have poverty rates of 12.6% and 13.2% respectively. According to the 2022 Census, 96% of San Miguel's working population travel to work. The mean travel time is 25.1 minutes. This data suggests that the population who will benefit from this grant, other than tourists coming from northern California, are local residents within the San Miguel community who are marginalized and have been burdened by poverty and inequality.

This community travels along this highway corridor with the knowledge that it is extremely dangerous. The probability of danger increases during the period of construction and expansion. This grant will improve the ability of the SMFD to mitigate traffic incidents, as well as increase safety measures to protect lives, both of first responders and community members.

This grant will increase and advance the technological reach for the fire department to improve communications with commuters within the department's response area, and beyond.

Additionally, the purchase of the requested tools will improve the performance of the extrication equipment that was recently purchased.

Traffic Data Summary:

Complete the table below using local data, do not use the OTS Rankings or SWITRS.

Include all data for each **agency/location** that will receive equipment from this grant.

**REGIONAL TRAFFIC CRASH EXPERIENCE OVER THE PAST THREE YEARS HAS BEEN:**

Crash Type	2024		2023		2022	
	Crashes	Victims	Crashes	Victims	Crashes	Victims
Fatal	0	0	2	2	1	1
Injury	9	14	33	22	42	10

Ensure there are statistics for **each station** included in the application. Copy and paste chart for each additional station requesting equipment.

If more than three stations are requesting equipment, please copy and paste chart and information to a word document and then attach it to the grant application.

**Station Name and Number: San Miguel Fire Department**

**Problem Description:** The increase of traffic coming into the San Miguel area via Highway 101, increases the need for emergency services to expand and improve safety measures. Improved safety measures will protect will help in mitigating accidents when EMS is responding to service calls on the highway.

**For each station requesting equipment,** explain whether the station is located in a rural or urban area (list the community or city), the type of crashes (high speed, curvy roadway, over the side), and any section of highway(s) involved. Also indicate whether the station currently has extrication equipment and the age of the equipment. If the station doesn't have equipment, indicate the nearest equipment and estimated time of arrival.

STATISTICS	2024	2023	2022
Total Number Of Responses (All Calls For Service)	290	336	339
Total Number Of Traffic Crash Related Calls	25	25	42
Number Of Traffic Crash Victims Requiring Extrication In Region	9	9	14
Number Of Victims Where Mutual Aid Extrication Services Were Provided To Other Jurisdictions	4	9	14
Average Extrication Time (Arrival At Site To Transport)	0:40	0:46	0:44

**Station Name and Number: N/A**

**Problem Description:**

STATISTICS	20XX	20XX	20XX
Total Number Of Responses (All Calls For Service)			
Total Number Of Traffic Crash Related Calls			
Number Of Traffic Crash Victims Requiring Extrication In Region			
Number Of Victims Where Mutual Aid Extrication Services Were Provided To Other Jurisdictions			
Average Extrication Time (Arrival At Site To Transport)			

## Proposed Solution

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### Equity:

San Miguel Fire Department is committed to elevating awareness and education within the community. San Miguel Fire Department, although existing in a high poverty area, with a low tax base, strives to bring in funding through various avenues to expand programs and increase safety for the community.

Equity is expressed in the project as the SMFD is asking for two specific items that will improve safety within the community. The first is to equip department vehicles with digital alerts. Digital alerts are electronic notifications that let first responders know when another equipped emergency vehicle is actively responding, and they are approaching the same intersection as your vehicle. The SMFD will also conduct a bilingual media campaign to raise awareness within the community so that community members can download a digital app which will in turn notify the public when first responders are responding to a traffic incident. This will allow drivers to have notification of hazards in their path and allow them to slow down or move over to avoid any further collisions. This component of the request will improve safety measures for both first responders and community members, as both will be alerted to vehicles responding to an incident.

Additionally, the SMFD is requesting funds for two pieces of rescue equipment to be used in concert with recently purchased extrication equipment.

Equity is addressed in this proposal in that the San Miguel Fire Department is seeking to equip the community with the latest safety technologies that more prosperous communities have available to them.

#### Strategies:

The San Miguel Fire Department is able to partner with local media and the community to provide education about digital alerts and advanced warning systems, and the apps that people can use to be made aware of traffic incidents within their community. This media campaign will be in both Spanish and English. Digital technology for advanced warning systems have proven to reduce the risk of collision by 90%, compared to traditional lights alone. These alerts provide early warning if vehicles are about to cross paths with another emergency vehicle.

The San Miguel Fire department is seeking to be proactive with the Highway 101 and Wellsona Road expansion project to save lives, prevent collisions and provide the highest level of emergency response to the community and beyond.

#### Agency Qualifications:

The San Miguel Fire Department is a combination fire department staffed with one full-time fire chief and 11 paid-on-call (POC) firefighters. The firefighters respond from a single station with a fleet of two engines, one brush/quick attack units and three support vehicles. The department responds to an average of 364 incidents annually, which include an average of 10 structural fires, 3 vehicle fires, 18 vegetation fires, 7 hazardous condition calls, and 230 rescue/EMS calls. During 2020-2022 the department provided automatic aid an average of 56 times annually and received automatic aid an average of 69 times annually. The closest mutual/automatic aid partner is a Cal Fire Station that is 15 minutes away.

The fire chief has 18 years of experience in fire safety. He is well versed in managing the fire department budget, complying with and ensuring grant compliance. He is the responsible party for procurement of all fire department purchases. The fire department is under the umbrella of the San Miguel Community Services District and therefore follows the CSD procurement procedures, which also ensures that there is a check and balance to all large procurements.

## Community Collaboration and Engagement

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Provide a description of the community collaboration and engagement activities that will be conducted and/or participated in by your department and addresses traffic safety. Community collaboration and engagement allows for the appropriate department personnel to engage in conversations to both share information and receive input from the community members regarding traffic safety.

#### Community Collaboration and Engagement:

The San Miguel Fire Department will host a Fire Safety Day in which it will be able to showcase the new digital advanced warning system. Fire Safety Day will have the opportunity to partner with other community safety agencies, San Miguel Fire Department will use this opportunity to not only showcase this new technology, but also educate the community about highway safety and the relationship between speed, awareness and probability to crash. Partner agencies for this event will include California Highway Patrol, San Luis Ambulance, Mercy Air Ambulance, San Luis Obispo Sheriff's Office, San Luis Obispo Public Health, Adventist Health Twin Cities Hospital, and the San Miguel Joint Union School District.

## Goals

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Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Decrease the average extrication time, from the time of arrival at the crash site to transport.
Custom Description

## Objectives

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Included	Target Number	Description
Yes	1	Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
Yes	1	Develop Memorandums of Understanding (MOUs) with recipient agencies which contain the following: a list and description of equipment; an explanation of the submission of data collection and quarterly reporting; the responsibility of maintaining equipment; and the reporting of the fair market value of equipment every other year.
Yes	1	Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.
Yes	0	Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.
Yes	12	Train firefighters in the use of the new equipment.
Yes	2	Conduct traffic safety presentations with an effort to reach persons and communities.
Yes	4	Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.
Yes	1	Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.
Included	Target Number	Custom Description

## Method of Procedure

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Phase 1 - Program Preparation:

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the [OTS Grants Materials Approval Process Guidelines](#) and [OTS Grants Media Approval Process FAQs](#) on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

## Budget

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### Travel Expenses

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Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
Travel Expenses: \$0.00					

### Contractual Services

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**Do not include brand names or names of specific organizations.**

### Equipment (must have Unit Cost of at least \$10,000 including tax and shipping)

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**Do not include brand names or names of specific organizations.**

Please include an equipment quote in the Upload Documents Tab.

**NOTE :** When creating a new "Equipment" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
Equipment: \$0.00					

Other Direct Costs (must have Unit Cost of less than \$10,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item*, please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
500.0	E. Other Direct Costs	Extrication Items	\$1,699.00	2	\$3,398.00
501.0	E. Other Direct Costs	Digital Advanced Warning System	\$1,797.00	4	\$7,188.00

Other Direct Costs: \$10,586.00

Indirect Costs

NOTE - Entry for Indirect Cost is different than prior years. Please read instructions carefully.

Item Name should indicate the % and the types of costs subject to the Indirect Cost Rate e.g. 15% of Salaries and Benefits. Enter one Unit Cost equal to the estimated Indirect Costs.

**Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.**

Display Order	Cost Category	Item Name	Units	Unit Cost or Rate	Calculated Cost to Grant
600.0	F. Indirect Costs	Installation	4	\$500.00	\$2,000.00

Indirect Costs: \$2,000.00

Total Requested Funding: \$12,586.00

# Narrative Review

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## Review and update Narrative for Budget Items

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Cost Category	Item	Narrative	Custom Narrative
E. Other Direct Costs	Extrication Items	Costs may include the following: airbags and accessories, axes, combi-tools, cribbing, cutters, driver-side airbag covers, extrication gloves, generators, hoses, portable lights, rams and supports, rescue saws, rescue struts and plates, retrofit kits, ropes, sawzalls, and step chocks. Additional items may be purchased if approved by OTS. Each extrication item must operate independent of a grant-funded power unit.	Needed items to accompany recently purchased extrication equipment.
E. Other Direct Costs	Digital Advanced Warning System		Digital technology cost is annual service per vehicle. Product is offered in blocks of three year commitments.
F. Indirect Costs	Installation		Cost to install digital advanced warning system into emergency response vehicles.

## Upload Documents (Optional)

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Document Name	Update Date/Time
26-006775 OTS Tentatively Approved Your Application.pdf	6/4/2025 3:49 PM
Application Report 2025-01-31 18:11:44.pdf	5/8/2025 1:08 PM
DCD-2-CFR-Guide.pdf	5/8/2025 1:08 PM

# Evaluation, Support, and Submittal

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## Evaluation, Support, and Submittal

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### Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

### Total Requested Funding:

\$12,586.00

**RESOLUTION NO. 2025-45**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE DISTRICT  
FIRE CHIEF TO EXECUTE AND ADMINISTER A GRANT AGREEMENT FOR THE  
OFFICE OF TRAFFIC SAFETY (OTS) GRANT**

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**WHEREAS**, San Miguel Community Services District Fire Department ("Department") has undertaken the responsibility of providing fire protection and emergency services within the San Miguel Community Services District, County of San Luis Obispo, and State of California; and

**WHEREAS**, the Board of Directors recognizes the Departments need to upgrade equipment to keep pace with the everchanging complexity in vehicle manufacturing in order to perform rapid patient extrication operations resulting in the increased potential to save lives and to reduce the possible of injury to Firefighters; and

**WHEREAS**, the Department applied for and was awarded the 2025 Office of Traffic Safety (OTS) Grant in the amount of \$12,600.00 for purposes of purchasing new auto extrication equipment and alerting technology; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors herby does resolve, determine, and order as follows:

1. The Board authorizes Fire Chief Scott Young to execute and administer a grant agreement, including any amendments, for the 2025 OTS Grant award.
2. The Board authorizes FY 2025-26 Budget adjustments as follows:
  - a. Increase to Fund 20, Expense Object Code 456 in the amount of \$12,600.00
  - b. Increase to Fund 20, Revenue Account 40500 in the amount of \$12,600.00

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 20th day of November 2025.

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Scott Young, Fire Chief

ATTEST:

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Tamara Parent, Board Clerk

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Ashley Sangster, President Board of Directors

APPROVED AS TO FORM:

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Christina M. Pritchard, Deputy General Counsel

**Board of Directors  
Staff Report**

November 20, 2025

**AGENDA ITEM: 8.6**

**SUBJECT:** 2025 Volunteer Fire Assistance Grant (VFA) acceptance by RESOLUTION 2025-46  
(Approve by 3/5 vote) (Pg. 88-99)

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**SUGGESTED ACTION:** Approve RESOLUTION 2025-46 authorizing the Fire Chief to accept and administer the 2025 Volunteer Fire Assistance Grant (VFA) award agreement number 7FG25101 from Cal Fire in matching grant funding in the amount of \$14,826.28 for the purchase of equipment as described and approved within the grant application.

Total purchases shall not exceed: \$29,652.56

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**DISCUSSION:**

San Miguel Fire applied for the 2025 Volunteer Fire Assistance (VFA) Grant requesting a 50% matching grant for funding for a total project amount of \$29,652.56 to assist with the procurement of essential items required for Firefighter safety.

The San Miguel Fire Department's application was approved in the amount of \$14,825.28 for a total of purchases to not exceed \$29,652.56. Budget line item \$40,000.00 (20-456)

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**FISCAL IMPACT:**

Acceptance of the VFA grant will result in a cost to the District of \$14,825.28 which is already included in the FY 25-26 Fire Department Budget.

No additional adjustments or allocations are required.

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PREPARED BY: Scott Young

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**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7FG25101

**PROJECT PERFORMANCE PERIOD is from date upon approval through August 31, 2026.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed** **\$14,826.28** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

San Miguel CSD Fire Department  
Applicant

By Scott Young  
Signature of Authorized Representative

Title Fire Chief

Date November 11, 2025

By \_\_\_\_\_

Title: **David Scheurich**  
**Staff Chief, Cooperative Fire Protection**

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER <b>7FG25101</b>	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354025DG2012154	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$14,826.28</b>
GL UNIT 3540	BUD REF 001	CHAPTER 4
PROGRAM NUMBER 9999000FED	ENY <b>2025</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92801	UNENCUMBERED BALANCE <b>\$14,826.28</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

**VOLUNTEER FIRE CAPACITY PROGRAM  
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and San Miguel CSD Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the FY2025 State of California Volunteer Fire Capacity Projects Grant #25-DG-11052012-154 awarded to STATE by the Forest Service on September 20, 2025. The Federal Assistance Listing for the award is 10.698, Cooperative Fire Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2025.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2025, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than January 31, 2026 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2025** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$14,826.28** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and AUGUST 31, 2026.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than NOVEMBER 1, 2026 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: LOCAL AGENCY shall notify STATE prior to purchase of any Equipment as defined under 2 CFR 200.1 "Equipment." Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2 CFR 200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$10,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: San Miguel CSD Fire Department  
PO Box 180  
San Miguel, CA. 93451  
Attention: Scott Young, Fire Chief  
Telephone Number(s): 805-975-8583  
E-mail scott.young@sanmiguelcsd.org

STATE: **Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: VFC**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**E-MAIL: [CALFIRE.GRANTS@fire.ca.gov](mailto:CALFIRE.GRANTS@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: Items of equipment with a current fair market value in excess of \$10,000 (per-unit) may be retained or sold by LOCAL AGENCY once it is no longer needed for the original project, program, or for other activities supported by the awarding Federal agency. However, the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the STATE may permit the LOCAL AGENCY to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$10,000 will be assigned a VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public points of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through August 31, 2026.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or a de minimis rate if LOCAL AGENCY does not have an approved NICRA, not to exceed 15%. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

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

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	Whites Boots	14	\$ 478.44	\$ 6,698.16
2.	Safety - Wildland	True North Brush Shirt	28	\$ 194.35	\$ 5,441.80
3.	Safety - Wildland	Dual Compliant Pants	28	\$ 239.03	\$ 6,692.84
4.	Safety - Wildland	Leather work gloves	40	\$ 11.45	\$ 458.00
5.	Safety - Wildland	Bullard Shroud	14	\$ 83.29	\$ 1,166.06
6.	Safety - Wildland	Bullard Helmet	14	\$ 113.30	\$ 1,586.20
7.	Safety - Wildland	Wolfpack Belt	14	\$ 56.31	\$ 788.34
8.	Safety - Wildland	Saywer Chaps	6	\$ 286.86	\$ 1,721.16
9.	Training	S212 Wildland Chainsaw	6	\$ 550.00	<del>\$ 3,300.00</del>
10.	Training	Operator 1E Wildland App	6	\$ 550.00	<del>\$ 3,300.00</del>
11.	Training	CA219 Firing Operations	6	\$ 550.00	\$ 3,300.00
12.	Training	S270 Basic Air Operations	6	\$ 300.00	\$ 1,800.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

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

Award: \$14,826.28  
AJ

Project Total Cost: \$ 36,252.56



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

**(Read instructions on page two before completing certification.)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<b>ORGANIZATION NAME</b> San Miguel Community Services District Fire Department	<b>PR/AWARD NUMBER OR PROJECT NAME</b> 7FG25101
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**NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)**

Prefix:  First Name:

Middle Name:

Last Name:

Suffix:

Title:

<b>SIGNATURE(S)</b> Scott Young <i>Scott Young</i>	<b>DATE</b> <input type="text" value="11-11-2025"/>
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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.

### **Instructions for Certification**

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**BEFORE THE BOARD OF DIRECTORS OF THE  
San Miguel Community Services District Fire Department**  
**COUNTY OF San Luis Obispo, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

**Resolution Number: 2025-46**

**Approving the Department of Forestry and Fire Protection Agreement #7FG25101** for services from the date of last signatory on page 1 of the Agreement to August 31, 2026 under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

**BE IT RESOLVED** by the Board of Directors of the San Miguel Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2025-26 up to and no more than the amount of \$\_\_\_\_\_.

**BE IT FURTHER RESOLVED** that Scott Young, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the San Miguel Community Services District Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the San Miguel Community Services District, at a regular meeting thereof, held on the 20th day of November 2025.  
by the following vote:

AYES:

\_\_\_\_\_  
Signature, Board of Directors Member

NAYS:

ABSENT:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature, Board of Directors Member

\_\_\_\_\_  
Printed Name and Title

**-----CERTIFICATION OF RESOLUTION-----**

**ATTEST:**

I Tamara Parent, Clerk of the San Miguel Community Services District, County of San Luis Obispo, California do hereby certify that this is a true and correct copy of the original Resolution Number 2025-46.

WITNESS MY HAND OR THE SEAL OF THE San Miguel Community Services District, on  
This 20th day of November, 2025.

**OFFICIAL SEAL  
OR NOTARY CERTIFICATION**

\_\_\_\_\_  
Signature

Board Clerk, San Miguel Community Services District  
Title and Name of Local Agency

## Board of Directors Staff Report

November 20, 2025

AGENDA ITEM: 9.1

**SUBJECT:** Discussion on the continued sale and use of 'Safe and Sane' Fireworks within District Boundaries (**Discuss and provide direction by 3/5 vote**) (Pg. 100-114)  
Requested by Director Davis, Sangster, and Green (7/3/25, 7/24/25)

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**SUGGESTED ACTION:** The Board should discuss the benefits that fireworks sales provide to the community and the risks associated with those sales and subsequent use. After discussion the Board should provide direction to staff as to what, if any, action the Board would like to take in regard to 'Safe and Sane' fireworks sale and use; modifying allowable sale, use and or permit process.

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### **DISCUSSION:**

During the July 3rd, 2025, special board meeting, Directors Green, Sangster and Davis requested to have an item placed on a future agenda to discuss the continued sale of "Safe and Sane" fireworks within the District. Subsequently to the first request a second request was made for the same discussion. At that time, it was determined by the Board the discussion would come back to the Board as part of the approval of the Fire Code which was projected to be reviewed in January 2026. President Sangster directed that this item be moved to this agenda at the request of another Board member.

The initial request was to discuss whether or not to continue the sale of 'Safe and Sane' fireworks within the district and process for accepting applications for firework sales.

The sale of 'Safe and Sane' fireworks within the district is permitted through the fire code (section 4 (18)) as well as through the approval of authorizing resolutions of the board. The Board resolutions which are approved annually separately authorize the dates of sale of 'Safe and Sane' fireworks and the fees for fireworks permits. 'Safe and Sane' fireworks are only permitted to be used on July 4th. Illegal fireworks are illegal at all times and are in no way permitted or condoned in the fire code or board resolutions.

Though there are three permits available to local non-profits, in the recent past the San Miguel Firefighter Association (SMFA) has been the only applicant. The money raised through the sale of fireworks helps SMFA support the fire department as well as give back to the community at large.

The permit fees collected offset the total cost to have staffing at the fire station from July 1st to the 4th.

The Board has expressed concern with the application process that was previously conducted. Specifically, in the verification of non-profit status. If the Board wishes to continue to allow the sale of fireworks the permit application and verification process will need to be revised to ensure that applicants are current in their non-profit status and that all currently required insurance and liability forms are completed and filed with the District.

As the Board specifically adopts resolutions annually for the sale of 'Safe and Sane' fireworks it is not necessary to ban their sale all together, but their sale can be assessed on an annual basis, and the Board can decline to approve the sales period for a given year.

Alternatively, if the Board determines that it is in the best interest of the community to ban the sale of fireworks within the District that can be accomplished through the removal of the authorizing language

in the fire code.

Attached to this report is Ordinance 01-2023 adopting and amending the 2022 edition of the California Fire Code. Section 4 (18) from this ordinance specifically deals with the Sale and Use of Safe and Sane fireworks.

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**FISCAL IMPACT:**

Cost depends on Board Direction.

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PREPARED BY: Kelly Dodds

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**ORDINANCE NO. 01-2023**  
**AN ORDINANCE OF THE BOARD OF DIRECTORS OF**  
**THE SAN MIGUEL COMMUNITY SERVICES DISTRICT**  
**ADOPTING AND AMENDING THE 2022 EDITION OF**  
**THE CALIFORNIA FIRE CODE 2022 CALIFORNIA BUILDING CODE SECTION 7A**  
**AND RELATED REFERENCE SECTIONS INCLUDING ARTICALS, APPENDICES,**  
**ERRATA AND LOCAL ORDINANCES.**

**WHEREAS**, the San Miguel Community Services District (“District”) Board of Directors (“Board”) finds that modifications need to be made to the District’s current Fire Code; and

**WHEREAS**, the District’s Fire Code was updated and adopted in 2020, and requires revisions as the law has changed over time.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the San Miguel Community Services District as follows:

**Section 1. Purposes and Authority.**

The Board of Directors of the San Miguel Community Services District (“District”) hereby adopts the 2022 Edition of the California Fire Code (“CFC”), which includes Articles, Appendices and Errata, with certain amendments and exceptions. The amendments and exceptions as outlined in Section 5 of this Code, are for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Each and all of the regulations, provisions, conditions, and terms of the “California Fire Code”, 2022 Edition, on file in the District Office, are hereby referred to and made a part hereof as if fully set out in this Ordinance, except as otherwise provided in this Ordinance.

**Section 2. Repeal of Any Previously Adopted Ordinance**

Ordinance No. 01-2020 , and or any previously adopted Ordinance adopted by the Board of Directors of the San Miguel Community Services District is hereby repealed in their entirety.

**Section 3. Establishment and Duties of Bureau of Fire Prevention.**

The California Fire Code shall be enforced by the San Miguel Community Services District’s Fire Department (“Fire Department”). The Bureau of Fire Prevention is hereby established and shall operate under the supervision of the District’s Fire Chief. The Fire Chief may assign such qualified members of the Department as inspectors as necessary.

**Section 4. Amendments and Exceptions to the 2022 Edition of the California Fire Code.**

Pursuant to Ordinance No.01-2023, the Board found that because of certain local climatic, geological and topographical conditions existing within the District, more stringent building standards relating to Fire, Life and Safety than those standards adopted by the State of California

Fire Marshal and contained in the California Building Standards Code are necessary for fire protection within the District. Ordinance 01-2023, and the findings contained therein, are hereby incorporated by reference. The following amendments and exceptions to the 2022 California Fire Code, are therefore hereby made:

1) ESTABLISHMENTS OF LIMITS IN WHICH STORAGE OF EXPLOSIVES AND BLASTING AGENTS IS TO BE PROHIBITED.

Storage of explosives and blasting agents are prohibited in the District boundaries. Chapter 56 of the 2022 California Fire Code provides the specific limitations.

2) ESTABLISHMENT OF LIMITS IN WHICH STORAGE OF LIQUIFIED PETROLEUM GASES IS PROHIBITED.

The installation of any liquid petroleum gas tank over five hundred (500) gallons (1893 liters) water capacity is prohibited within the District boundaries.

3) ESTABLISHMENT OF LOCAL FIRE PREVENTION CODE ENFORCEMENT FOR STATE MANAGED TRAILER PARKS WITHIN JURISDICTIONAL BOUNDARIES

Per Health & Safety Code Section §1302 San Miguel Fire elects to assume the responsibility for local fire prevention code enforcement in parks within its jurisdictional boundaries.

4) ESTABLISHMENT OF TWO-STORY BUILDING HEIGHT LIMIT

Due to the current inability to perform immediate life rescue and perform rooftop fire operations above two stories in height all structures shall be limited to the following height restrictions.

- a) Maximum height of a habitable space from ground level to second floor level shall be no greater than 132 inches.
- b) Maximum height for a second floor opening to be utilized as an emergency egress shall be no greater than 176 inches from ground level.
- c) Maximum height from ground level to roof eaves shall be no greater than 216 inches from ground level.
- d) Floor Area Ratios (FAR) examples as stated within the 2016 San Miguel Community Plan page 3-17 Figure 3-H are acceptable examples of building construction FAR examples with the exception of FAR=.75 example 2 that does not conform to emergency services standards for immediate life rescue

5) LOCATION WHERE ABOVEGROUND TANKS ARE PROHIBITED

Storage of Class I and Class II liquids in aboveground tanks outside and/or inside of buildings are prohibited within the District boundaries.

a) Exception: Tanks for emergency power generators, which are integrated into the generator assembly, may be above ground. These installations must be reviewed and approved by Fire Chief prior to installation.

## 6) FIRE PROTECTION SYSTEM AND EQUIPMENT

The District Fire Chief or designee shall designate the type and number of fire appliances to be installed and maintained in and upon all buildings and premises within the District's jurisdiction other than in private dwellings. This shall be done according to the relative severity of probable fire, including the rapidity with which it may spread. All determinations shall be made based on the California Fire Code Section 9; however, the Fire Chief or his or her designee may determine that additional appliances may be deemed necessary due to a specific condition on the property such as access issues or a specific hazard. Such appliances shall be of a type suitable for the probable class of fire associated with such building or premises and shall have approval of the District Fire Chief. Portable fire extinguishers shall be in accordance with 2022 California Fire Code Chapter 9. The minimum fire extinguisher requirement shall be one (1) 2A10BC fire extinguisher for every seventy-five feet (75') of floor travel. Location of the fire extinguisher is to be determined by the Fire Chief.

## 7) AUTOMATIC FIRE EXTINGUISHING SYSTEMS.

In addition to the requirements of 2022 California Fire Code, Chapter 9 an automatic fire extinguishing system shall be installed in the occupancies and locations as set forth below:

- a) New Construction. An automatic fire extinguishing system shall be installed and maintained in all new buildings in "A," "B," "C," "E," "F," "H," "I," "M," "R", "S" and "U" (when "U" structure is attached to an "R") occupancies as defined by the California Uniform Building Code, regardless of type of construction or floor area, for which any Building Permit is issued after the effective date of this Ordinance.
- b) Modular homes and or mobile property use as a dwelling shall be equipped with automatic fire sprinklers.

### Exception:

Detached Group B, C, M occupancies not exceeding five hundred (500) square feet and located at least ten (10) feet from adjacent buildings and five (5) feet from adjacent property lines;

Note: "U" occupancies converted to conditioned habitable space will be required to install an automatic fire extinguishing system.

- c) Existing Construction. Unless the 2022 California Fire Code is more restrictive, an automatic fire extinguishing system shall be installed in all existing buildings or structures where proposed or ongoing additions, seismic retrofit, alterations, or repairs are commenced over a three-year period, which meet one or more of the following:
  - i) Increases total floor area of structure by more than 25%,
  - ii) Have a total floor area exceeding two thousand five hundred (2,500) square feet,

- iii) When a second story or higher is added,
- iv) When occupancy change increases fire risk or hazard

#### EXCEPTIONS

- i) When a proposed addition is less than 25% of current total floor area of existing building in all occupancies
  - ii) In single family residences of less than 2,500 square feet the proposed addition can be 25% of current floor area.
- d) Regardless of additions, alterations, or repairs in existing sprinklered buildings, sprinkler coverages shall remain as per the 2022 California Fire Code and the National Fire Protection Association 13, 13R, or 13D standards, whichever are applied by the Fire Chief.
- e) Plans for Automatic Fire Extinguishing Systems. Plans for all automatic fire extinguishing systems shall be required to be reviewed and certified by a third-party Fire Protection Engineer (at the individual's cost) and submitted for approval by the District Fire Department prior to installation. Plans are subject to all plan check and inspection fees as per the current fee schedule. The automatic fire extinguishing system shall conform to the most current requirements of the California Fire Code, State Fire Marshal regulations and requirements of the National Fire Protection Association Codes and Standards (NFPA 13, 13R or 13D).
- f) All automatic fire extinguishing systems shall be supervised by a U.L. approved central, proprietary or remote station service or a local alarm that provides an audible signal at a constantly attended location.
- g) All mechanical equipment located in a concealed space shall have a 200-degree pilot head located at an elevation no more than 18 inches below the highest elevation of the concealed space above the unit and no further than 3 feet away from the unit. Any piping located above the building insulation level shall be insulated.

#### Exceptions:

Isolated specialty systems such as a paint spray booth or other small systems as approved by the Fire Chief, unless the entire occupancy is equipped with an automatic fire extinguishing system.

### 8) VENTILATING HOOD AND DUCT SYSTEMS

A type 1 ventilating hood and duct system shall be installed and maintained, in accordance with the California Fire Code Chapter 6, California Mechanical Code and National Fire Protection Association 96 for commercial-type food heating processing equipment that produces grease-laden vapors. Cooking facilities in existing occupancies shall be required to be in compliance of this section when building alterations, which require a building permit, occur.

a) **PROTECTION OF EXISTING NON-U.L. 300 LISTED FIRE PROTECTION SYSTEMS.**

A fire extinguisher listed and labeled for Class K fires shall be installed within thirty (30) feet of existing commercial deep fat frying equipment. An approved U.L. three hundred (300) listed fire-protection system shall be installed in an existing facility when one or more of the following is met:

- i) Change in cooking medium,
- ii) Change of ownership,
- iii) Any modification to system,
- iv) Any system that cannot be serviced due to unavailability of parts, or
- v) Any system that has lost its rating.

b) **NEW HOOD EXTINGUISHING SYSTEMS**

Prior to the installation of any new hood extinguishing system, the owner or contractor shall submit the plans of the proposed installation to the San Miguel Fire Department for approval. Plans are subject to a plan check and inspection fees as per the current fee schedule, which may be amended by the Board from time to time. Plans for all hood-extinguishing systems shall be required to be reviewed and certified by a Fire Protection Engineer prior to being submitted to the Fire Department. The information required to be included in the plans must include:

- i) Make and model of system;
- ii) Site location of system and type of chemical used;
- iii) Size of Hood;
- iv) Number, type, and location of appliances covered;
- v) Number, type, and location of nozzles;
- vi) Number and location of heat detectors;
- vii) Location and length of run piping and conduit;
- viii) Type, size, and location of gas shut-off valve;
- ix) Location of manual pull station including elevation of installation;
- x) Location of emergency exits;
- xi) Location of hood within the structure;
- xii) Manufactures specifications information for all items and devices being installed;
- xiii) Manufactures specifications for all appliances (except electric ovens); and
- xiv) Location of class “K” extinguisher if applicable.

Plans are required prior to modification of an existing system. A description of the modified plans shall be submitted prior to the commencement of any modifications or alterations to the system to the Fire Department for approval. Plans are subject to a plan check and inspection fees as per the current fee schedule.

Upon completion of installation of a new hood extinguishing system, a system test is required. The test shall be what is commonly referred to as a “Balloon Test”, or what is recommended by the system manufacturer if a “Balloon Test” is not feasible. In any case, the test shall check the operation of the manual pull station, if installed, the mechanical pneumatic or electric energy shut-off valve, and the piping, distribution and nozzle system.

9) FIRE RETARDANT ROOFING MATERIALS REQUIRED

Because of local climatic conditions, it is necessary that roof coverings for all new buildings and for any re-roofing of existing buildings within the District be no less than Class A per 2022 California Building Code Chapter 7A Section 705A , 2022 California Building Code Chapter 15

10) FIRE APPARATUS ACCESS ROADS - GRADE.

The District shall conform with 2022 California Fire Code Chapter 5 Section 503.2.1 through 503.2.8 and Appendix “D”; however, portions of these sections shall be revised to read as follows:

The standard grade for all roads, streets and driveways shall not exceed twelve percent (12%). The District Fire Chief or his/her designee may approve grades between twelve percent (12%) and twenty percent (20%) with a “non-skid” asphalt or concrete surface, which shall not exceed 500 feet in length.”

11) FIRE DEPARTMENT ACCESS ROADS

When required, approved signs or other approved notices shall be provided and maintained for fire apparatus access roads to identify such roads and prohibit the obstruction thereof. All signage shall include the California Vehicle Section and San Luis Obispo County Roads signage standards allowing for enforcement.

- a) Traffic Calming Devices shall be prohibited unless approved by the Fire Code Official as per 2022 California Fire Code 503.4.1.

12) KEY BOXES.

When access to or within a structure or an area is unduly difficult because of secured openings, or where immediate access is necessary for lifesaving or firefighting purposes, the District Fire Chief is authorized to require a key box (“Knox Box”) to be installed in an accessible location. This box is to contain the keys necessary to gain access for lifesaving or firefighting purposes.

13) FIRE HYDRANTS.

The requirements of 2022 California Fire Code Chapters 1, 5, and 9 as well as Appendix C & CC shall apply to fire hydrants. The type of hydrant to be used shall be determined and installed pursuant to District water standards for installation of a fire hydrant.

- a) All fire hydrants are to be identified in the roadway by “blue” reflective markers with a minimum dimension of three (3) inches (“Botz Dot”). [UFC/CFC 901.4.3]
- b) Curb faces shall be painted safety red 3 feet from center of fire hydrants in each direction.

- c) Public Hydrants. All barrels are to be safety yellow in color. The tops and nozzle caps shall be painted with the following capacity-indicating color scheme to provide simplicity and consistency with colors used in signal work for safety, danger, and intermediate condition.
- Class AA-Light Blue - Rated capacity of 1500 gallons per minute (gpm) or greater
  - Class A-Green - Rated capacity of 1000-1499 gpm
  - Class B-Orange - Rated capacity of 500-999 gpm
  - Class C-Red - Rated capacity of less than 500 gpm
- Colors to be “Safety” colors
- d) Classifications. The classification and marking of hydrants provided herein anticipate determination based on individual flow test. Where a group of hydrants may be used at time of fire, some special marking designating group flow capacity may be desirable.
- e) Private Hydrants/on-site fire supply systems. On-site private hydrants and fire supply systems shall meet standards set forth in the San Miguel Fire Department’s and San Miguel Community Services District’s Standards, Specifications and Drawings, unless otherwise approved by Fire Chief. All barrels, tops and nozzle caps shall be painted safety red in color. All underground piping supplying fire sprinkler systems shall be minimum class two hundred (200) piping.
- f) Clear space around hydrants and fire protection equipment. A minimum three (3) foot clear space shall be maintained around the circumference of any fire hydrant, fire department connection or fire protection control valve, or any other fire protection system component

#### 14) PREMISE IDENTIFICATION.

Approved numbers or addresses shall be placed on all new and existing buildings or premises in such a manner and position as to be plainly visible and legible from the street or road fronting the property. Numbers shall be at least four (4) inches in height for residential applications and at least six (6) inches in height for commercial and multifamily applications. Each unit of a commercial or multifamily complex must be independently addressed. Numbers and letters shall contrast with their background and be reflective or illuminated. In some cases, addresses may be required to be placed at the street and on individual structures.

#### 15) BUILDING OR PROPERTY DAMAGED BY FIRE

An owner, occupant or other person, having under his/her control any property or materials on property damaged by fire, when access by the public is possible, shall secure the property by boarding up all openings, fencing, barricading or other appropriate measures as directed by the Fire Chief or the Fire Prevention Officer within forty- eight (48) hours after the incident.

Within thirty (30) days after written notice to do so has been served, all debris and/or

materials shall be removed from the property or proof furnished that contractual arrangements have been made for demolition, replacement or repair of all fire damaged structures remaining on the property involved in the fire.

#### 16) WILDLAND URBAN INTERFACE

When determined by the Fire Chief or designated Fire Prevention Officer, structures built in potentially high-risk fire areas shall comply with 2022 California Fire Code Chapter 49 and 2022 California Building Code Chapter 7A either in full or in part as deemed appropriate.

- a) All modular homes and or mobile structures used as a dwelling shall be constructed post 2011 and shall conform with all Wildland Urban Interface requirements as per 2022 California Fire Code Chapter 49, and 2022 California Building Code Chapter 7A either in full or in part as deemed appropriate.
- b) Any modular home and or mobile structure constructed prior to 2011 to be utilized as a dwelling shall not be permitted for installation and or placed within the District boundaries.

#### 17) ITEMS REQUIRING PLAN SUBMITTAL AND OR INSPECTIONS

- a) Plot Plans for any proposed housing tracts, multifamily housing project, commercial or educational facility.
- b) Fire Sprinkler Plans for any single-family dwelling, multifamily housing projects, commercial or educational facility.
- c) Any modifications to an existing fire sprinkler system.
- d) Any new fire sprinkler system installation.
- e) Any new fire alarm systems being installed, or any existing fire alarm system being modified.
- f) Any new commercial ventilation hood system being installed or modified.
- g) New commercial or residential photovoltaic systems.

All items requiring submittal or inspections are subject to fees as set forth in the current Fee Schedule.

#### 18) SALE AND USE OF "SAFE AND SANE" FIREWORKS

2019 California Fire Code chapter 56 are hereby modified in the following respect: the possession, storage for purposes of sale at retail and use only, sale at retail and use of "Safe and Sane" fireworks within the District is permitted in accordance with the rules and regulations set forth in the following:

- a) **REGULATIONS AND RULES PERTAINING TO THE RETAIL SALE AND USE OF "SAFE AND SANE" FIREWORKS.**

The possession, storage for purposes of sale at retail and use only, sale at retail and use of "Safe and Sane" fireworks within the District is allowed subject to the following rules and regulations:

i) Definition of “Safe and Sane” Fireworks

“Safe and Sane” fireworks shall mean those fireworks defined as “Safe and Sane” in California health and Safety Code Section 12529 and classified by the State Fire Marshall as “Safe and Sane” in accordance with Section 12562 of the Health and Safety code.

ii) Application

No permits for sale of “Safe and Sane” fireworks will be issued to any person, firm, or corporation except those non-profit associations or corporations organized primarily for veteran, patriotic, welfare, civic betterment, or charitable purposes. Proof of nonprofit status shall be required by producing copies of documents of incorporation as registered with the Secretary of the State of California.

All permits for the sale of “Safe and Sane” fireworks for for-profit organizations’ or individuals’ applications will be rejected. Only non-profit organizations located within the District boundaries are eligible for these permits. Previous permittees shall have first right of refusal. Any organization whose charter or by-laws requires their funds to enhance the community they serve and desiring to sell at retail “Safe and Sane” fireworks within the District must first make written application for a permit to the Fire Chief.

Applications for permits shall be made in writing and submitted to the District up to 60 days once the annual fireworks resolution has been approved by the Board. If the 60-day period falls on a Saturday or Sunday, then the filing period will be extended to the next business day. A maximum of three (3) permits will be issued annually. The District retains the right to maintain a list of additional applicants should a permittee fail to perform. Applicants shall be advised of status no later than ten (10) business days after the application period.

iii) License as a Prerequisite

The Fire Chief shall not accept an application for a permit from any person who does not possess, and present at the time of application, evidence of a valid license to perform those acts specified on the application for a permit, as such license is defined in Health and Safety Code Section 12517. The applicant must be at least 21 years of age or older.

iv) Investigation and Report

The Fire Chief shall undertake an investigation and prepare a report of his/her findings and determination concerning the issuance of each permit, together with the reasons thereof.

v) Grant or Denial of Permit

The Fire Chief may grant or deny the permit, subject to such reasonable conditions, if any, as he/she shall prescribe. Such conditions shall include, but not be limited to:

- 1) The permittee shall deposit a clean-up fee in an amount set by resolution of the

District Board of Directors which may be refunded in whole or in part, as determined by the District, if the sale location, San Miguel park and other areas as determined by the Fire Chief at which “Safe and Sane” fireworks are used, are free of used and spent fireworks, and related materials by July 5, as determined by the District;

- 2) The permittee must provide each purchaser of “Safe and Sane” fireworks with a copy of the restrictions and safety guidelines for the use of “Safe and Sane” fireworks in the District and sign a receipt of acknowledgement agreeing to said provisions. Each purchaser also agrees that she/he is eighteen (18) years of age or older and such fireworks will not be used by anyone less than 18 years of age without adult supervision.
- 3) Notwithstanding any other provision of law, the permittee shall furnish to the Fire Chief a policy of public liability and property damage insurance, with no deductible, with limits and terms set by resolution of the Board. The District and its officers, directors, and employees shall be named as additional insured under such public liability policy. A certificate of insurance shall be presented consistent with the above prior to sale and shall provide that the insurer will not cancel the coverage without fifteen (15) days prior written notice to the Fire Chief.
- 4) There shall be a nonrefundable permit fee set by resolution of the Board to cover the District’s reasonable costs in administering and enforcing the provisions of this section of the ordinance.

vi) Designation of Location for Sale of “Safe and Sane” Fireworks.

Any permit issued under subparagraph (e) above shall designate the location at which the permittee may sell at retail “Safe and Sane” fireworks.

vii) Duration of Permit.

The term of the permit shall coincide with the valid period of the license. This provision shall not prohibit the revocation of the permit by the Fire Chief for just cause where a fire nuisance exists or where personal injury may occur.

viii) Salespersons

No person under the age of eighteen (18) shall sell or handle for sale, any “Safe and Sane” fireworks.

ix) Location of Use of “Safe and Sane” Fireworks.

“Safe and Sane” fireworks may be used within the District’s boundaries, and may only be discharged when the following conditions are met:

- 1) There is a fifty (50) foot radius clear of all combustible materials.
- 2) There is an adequate water supply provided, consisting of a least a 5/8” garden hose with an adjustable pressure nozzle charged.

x) Violations.

In addition to any other violations provided by law, the following shall constitute violations related to the possession, storage, sale and use of “Safe and Sane” fireworks within the District:

- 1) It is unlawful for any person to sell or offer for sale “Safe and Sane” fireworks at any time outside the period established by resolution of the District Board of Directors.
- 2) It is unlawful for any person to discharge fireworks at any time outside the period established by the District Board of Directors.
- 3) It is unlawful for any person to store any “Safe and Sane” fireworks without having in his/her possession a valid permit as required by this Ordinance.
- 4) It is unlawful for any person to store or possess any “Safe and Sane” fireworks for which a license is required, and which has been revoked or surrendered or any license, which has not been renewed, and such storage or possession is held beyond the period provided for in Section 12604 of the Health and Safety Code.
- 5) It is unlawful for any person to store, sell, or discharge any “Safe and Sane” fireworks in or within one hundred (100) feet of a location where gasoline or any other class 1 flammable liquids are stored or dispensed.
- 6) It is unlawful for any person to place, throw, discharge or ignite, or fire “Safe and Sane” fireworks at any person or group of persons where there is a likelihood of injury to any such person.
- 7) It is unlawful for any person to sell or transfer any “Safe and Sane” fireworks to a consumer or user thereof other than at a fixed place of business of a retailer for which a license and permit has been issued.
- 8) It is unlawful for any person to allow or permit a fire nuisance, as defined in Section 12510 of the Health and Safety Code, to exist on any premises where any “Safe and Sane” fireworks are sold or stored.
- 9) It is unlawful for any person to conduct a public display without possessing a valid permit for this purpose.
- 10) It is unlawful for any person to advertise to sell “Safe and Sane” fireworks without a valid license and permit.
- 11) It is unlawful for any person to sell, give or deliver any “Safe and Sane” fireworks to a person who is under 18 years of age.
- 12) It is unlawful for any person to perform any act, or transact or attempt to transact any business, with an expired license or an expired permit where a license or permit is required for the performance of such act or transaction.

xi) Penalties.

Except as provided in Section 12702 of the Health and Safety Code, any person who violates any provision of Section 4 of this Ordinance, or any regulations issued pursuant thereto, is guilty of misdemeanor, and upon conviction shall be punished by a fine of not less than Five Hundred Dollars (\$500.00) and no more than One Thousand Dollars (\$1,000.00), and/or by imprisonment in the San Luis Obispo County Jail not exceeding one year.

In addition to all other penalties, the Fire Chief may deny an application to sell “Safe and Sane” fireworks if the applicant violated any provision of Section 4 of this Ordinance, or any regulations issued pursuant thereto, in a prior year.

xii) Signage

Any approved retail location that sells “Safe and Sane” Fireworks will be required to post a banner which shall read, “This booth is sponsored by (name of organization) located in (City or District organization is headquartered).” The banner shall be made of a minimum of 12” wide, white vinyl-type material with 6” solid black-block letters (lettering to have a professional appearance). The banner design shall be approved by the Fire Chief prior to granting permission to sell “Safe and Sane” Fireworks. The banner shall be posted above the retail area of the booth and shall be posted during the hours of retail operation.

#### 17) Open Burning within District Bounders

Open Burning as defined in 2019 CFC Section 202 is prohibited within the District Boundaries. The open burning of green waste, dimensional lumber, or garbage shall be prohibited within the District Boundaries.

##### Exemptions:

- i) Properties 10 acres or larger outside of the Urban Reserve Line, but within the District Boundaries, zoned Agricultural may be approved for Open Agricultural or Backyard Burning on a case-by-case basis, provided that a proper Air Pollution Control District, Agricultural Burning or Backyard Burning Permit has been obtained and all rules applicable to Open Burning of Agricultural Products are followed.

#### **Section 5. Inconsistency.**

To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District ordinance, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

#### **Section 6. Severability.**

If any provision of this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. Th Board declares that it would have adopted this ordinance, and each and every section, subsection, sentence, clause, or phrase no declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

#### **Section 7. Posting.**

The District Clerk shall post a copy of this Ordinance in three public places in the District within ten (10) days after its adoption. Within fifteen (15) days after its passage, this ordinance or summary thereof shall be published at least once in a newspaper of general circulation published and circulated within the San Miguel Community Services District.

**Section 8. Effective Date.**

This Ordinance shall take effect thirty (30) days after its adoption.

This Ordinance was introduced at a regular meeting of the Board of Directors of the San Miguel Community Services District, held on the 23<sup>rd</sup> day of February 2023, and given its first reading at said meeting. Said Ordinance was given a second reading and adopted at a meeting of the Board of Directors held on the 23<sup>rd</sup> day of March 2023, and after such reading, Director **Smiley**, who moved its adoption, seconded by Director **Roney**, and said ordinance was thereupon adopted by the following vote:

**Ayes:** Kalvans, Smiley, Davis, Roney

**Noes:** 0

**Abstain:** 0

**Absent:** Gregory

The foregoing ordinances was adopted the 23<sup>rd</sup> day of March, 2023

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

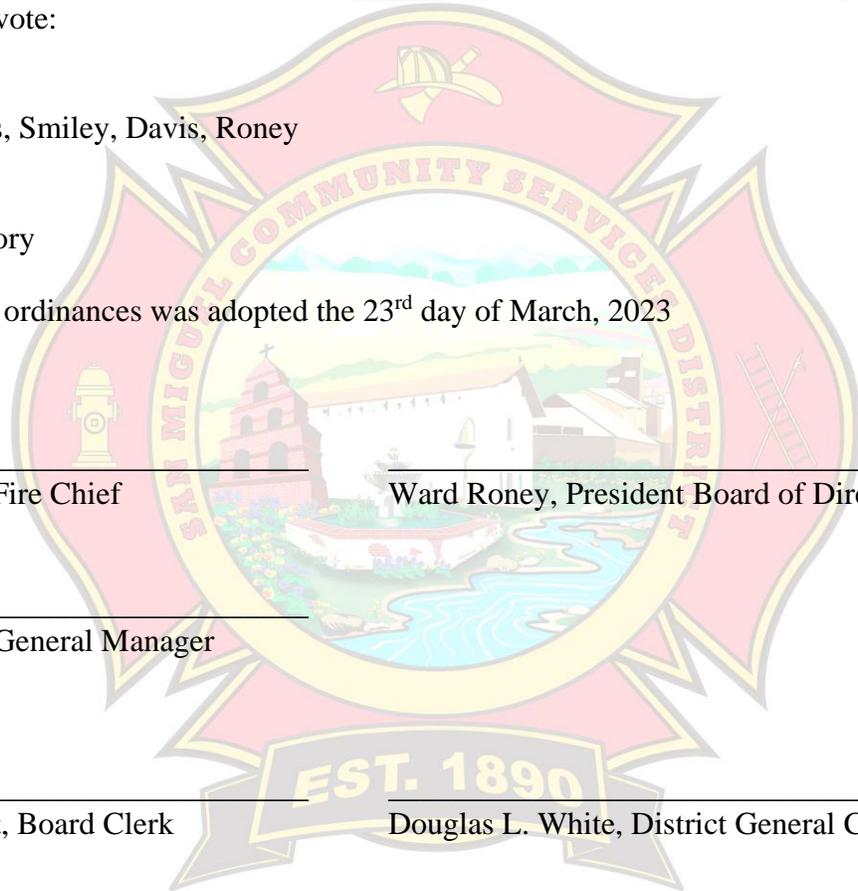
\_\_\_\_\_  
Ward Roney, President Board of Directors SMCS D

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

ATTEST:

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

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



## **Board of Directors Staff Report**

**November 20, 2025**

**AGENDA ITEM: 9.2**

**SUBJECT:** Discussion on District administrative office space and potential alternatives to relocate the offices away from the Machado Wastewater Treatment Facility for administrative staff. **(Discuss and provide direction to the General Manager by 3/5 vote)** (Pg. 115-118)  
Requested by Directors Green and Davis 2/27/2025 and 6/26/2025

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### **SUGGESTED ACTION:**

It is recommended that the Board discuss the potential options and provide direction to the General Manager for one to the following;

1) Provide direction to the General Manager to negotiate and enter into a contract with the property owner of 1271 Mission for a long term lease and begin transitioning the administrative offices to that location, as well as to negotiate the purchase of the currently rented modular office at the treatment plant for continued use as a utility office.

OR

2) Direct the General Manager to immediately locate a vacant parcel to purchase in order to build a new office building away from the treatment plant AND Bring back a proposal to start the planning process for the building of a new office building.

OR

3) Direct the General Manager to immediately locate a parcel with an existing building to purchase and renovate for the purpose of relocating the administrative offices away from the treatment plant. AND bring back a proposal for board consideration.

OR

4) Direct the General Manager to look at alternative options to build an office at the treatment plant at a lesser proposed cost than the initial proposed building

OR

5) Direct the General Manager to maintain the existing office space at the treatment plant.

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### **DISCUSSION:**

#### **Background**

The Board of Directors approved locating the District office to the Machado Wastewater Treatment Facility (WWTF) in order to vacate the Fire Station (1150 Mission St.), allowing the Fire Department to reorganize their space into something more useful to the Fire Department's mission.

The District is currently leasing a double wide modular office trailer located at the WWTF, which it

permitted through the County of San Luis Obispo, as the District Administration office. The District is currently working toward an expansion and upgrade of the WWTF which originally included a permanent building to house offices, Board meeting space, and operations spaces. Due to funding constraints this office building is unlikely to be built as originally planned.

The Board requested that an item be presented to discuss options for permanent office facilities. Below are some options and estimated costs and estimated time frames for each option.

### **Options for immediately relocating the District Offices away from the WWTF**

Based on a survey of available spaces in town that would; 1) be ADA compliant and 2) large enough to house the existing administrative staff only one property was found. This property is at 1271 Mission Street.

In order to use the space for an administrative office, the building would need to be modified to increase security which was discussed with the owner and they are willing to fund or cost share the modifications. Additionally, walls or cubicle dividers and other furnishings would be necessary to complete the space in a functional format as it is currently an open shell. Aside from the interior furnishings other utilities would need to be installed to connect the new office to existing networks and systems.

Moving the administrative personnel to an office space away from the treatment plant would not remove the need for office space at the treatment plant, given that it is unlikely that the proposed treatment plant office would be built in the near future it would be recommended that the board direct staff to negotiate the purchase of the rented modular office.

The anticipated one time cost to relocate the District Administrative offices from the treatment plant are;

- Up to \$40,000 in one-time purchases and setup fees to configure the office space from open shell space to usable offices.

Additional anticipated ongoing monthly/ reoccurring costs;

- \$2,500 monthly rental
- \$400 site specific utilities and insurance (average per month)

Potential first year cost for a remote office; \$74,800

- \$40,000 in one time costs
- \$34,800 in annual costs

Potential subsequent year cost for a remote office; \$34,800

Anticipated cost to purchase the existing rented modular office.

- \$150,000 for purchase and transfer of the modular office.
- If it is sold in the future the building could be sold for an amount similar to the purchase price, depending on the length of time it is used on site.

## **Options to build a District Office away from the WWTF**

The District currently only owns buildable property at the Wastewater Treatment Plant and next to the Fire Station.

There are numerous other parcels throughout town that are for sale, which the district can potentially purchase. Lots which would meet the basic size requirements range in cost between \$150,000 and \$500,000 depending on property size.

If the District buys a parcel it could take 4 months to 8 months to complete the negotiation and purchase of the property.

For a vacant property it could take between 1 to 2 years to get through design and permitting. Depending on the size and type of building pursued, the projected planning and permitting cost are estimated to be between \$150,000 and \$250,000

Construction costs are estimated at \$1,000 per square foot of finished floor area. (based on other construction projects for public buildings)

For an existing building, it could take between 1 to 2 years to get through design and permitting at an estimated cost of \$50,000 to \$150,000 depending on the scope of the project.

Remodel costs for this project would be difficult to estimate as any remodel would be highly site specific and the related costs would vary depending on the specific needs of that site.

Costs for purchasing property or buildings, and or building new buildings would be paid for through use of reserve or capital funds and loans. Grants for administrative buildings are very rare and highly competitive, as such it is unlikely that there would be any outside funding assistance available.

## **Recommendation**

It is recommended that the Board discuss the potential options and provide direction to the General Manager for one to the following;

1) Provide direction to the General Manager to negotiate and enter into a contract with the property owner of 1271 Mission for a long term lease and begin transitioning the administrative offices to that location, as well as to negotiate the purchase of the currently rented modular office at the treatment plant for continued use as a utility office.

OR

2) Direct the General Manager to immediately locate a vacant parcel to purchase in order to build a new office building away from the treatment plant AND Bring back a proposal to start the planning process for the building of a new office building.

OR

3) Direct the General Manager to immediately locate a parcel with an existing building to purchase and renovate for the purpose of relocating the administrative offices away from the treatment plant. AND

bring back a proposal for board consideration.

OR

4) Direct the General Manager to look at alternative options to build an office at the treatment plant at a lesser proposed cost than the initial proposed building

OR

5) Direct the General Manager to maintain the existing office space at the treatment plant.

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**FISCAL IMPACT:**

Unknown potential costs will depend on Board direction and action.

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PREPARED BY: Kelly Dodds

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**Board of Directors  
Staff Report**

November 20, 2025

**AGENDA ITEM: 9.3**

**SUBJECT:** Discuss and provide direction on the installation and use of a red light outside the Temporary Housing Unit. (**Discuss and provide direction by 3/5 vote**) (Pg. 119)  
Requested by Director Green and Davis at September 2025 Board meeting

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**SUGGESTED ACTION:** Discuss the installation and or use of a red light on the exterior of the Temporary Housing Unit and provide direction to staff.

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**DISCUSSION:**

Directors Green and Davis requested that the Board discuss the installation and use of a red light on the Temporary Housing Unit (THU) which is located next to the fire station and provides overnight quarters for on call fire department staff as well as space for Sherriff Deputies to take breaks and write reports.

The THU does not accommodate public access and is not open to the public at any time.

Fire staff may not be at the fire station at all times, personnel may be on a call, or performing training or other authorized activity. Persons who are in need of medical or fire assistance are encouraged to call 911 for immediate response.

The Board should discuss the need for the red light and provide a recommendation to the Fire Chief on the installation and use of a red light on the fire station and or THU.

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**FISCAL IMPACT:**

Cost depends on Board action. The cost to simply change a bulb could be as low as \$20; however, in order to maintain the existing light for stair lighting and add a new light for the red light will depend on the actual time needed, but based on current electrician rates it would be between \$750 and \$1,500.

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PREPARED BY: Kelly Dodds

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**Board of Directors  
Staff Report**

**November 20, 2025**

**AGENDA ITEM: 9.4**

**SUBJECT:** Monthly claim detail and investment reports for October 2025 (**Recommend receive and file claim detail and investment report by 3/5 vote**) (Pg. 120-159)

*When ancillary reports are provided they are for reference only and are subject to change.*

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**SUGGESTED ACTION:**

Review, Receive and File the attached claim detail and investment reports.

*When ancillary reports are provided they are for reference only and are subject to change.*

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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# San Miguel Community Services District OCTOBER 2025 Financial Report

November 6<sup>th</sup>, 2025

**BOARD ACTION:** Review the enumeration of Financial Reports for October 2025

**OCTOBER 2025 Revenue:** \$265,650.17

Sales Revenue 75.9%, Property Taxes 10.7%, Franchise Fees 1.7%, Other 11.7%

**OCTOBER 2025 Expenses:** \$266,155.95

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## **FIRE DEPT PROJECTS:**

### Fire Temporary Housing Unit

OCTOBER costs: \$0.00

Escrow amount used: \$277,144.78 (101.01% spent)      Interfund Loan amount used: \$72,959.08 (91.2%)

Budget: \$274,378.95 (Res 2022-21,22) + \$80,000.00 (Res 2024-44)

Costs not paid through Escrow to date: \$28,272.68      Total THU Project costs to date: \$361,518.88

Status: In Process

### Fire Station Remodel- Budget: none

OCTOBER costs: \$0.00

Project costs to date: \$5,771.56

Status: In Process

### Resolution 2024-32 Office of Traffic Safety Grant- Budget: \$53,125.10 (reimbursed by Grant)

OCTOBER costs: \$0.00

Project costs to date: \$53,125.10 (100.0% spent)

Status: In Process – awaiting final Grant reimbursement

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## **UTILITY DEPT PROJECTS:**

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

OCTOBER costs: Permits, Engineering - \$4,000.00

Project costs to date: \$2,187,441.34

Status: In Process

### WWTF Resolution 2021-33,34, 2023-21: Membrane Bioreactor- Budget: \$287,590.58/Project Budget:

\$8,309,288.94

OCTOBER costs: – \$0

Project costs to date: \$333,247.20

Status: In Process

### WWTF Resolution 2022-59,2023-44,48,50: Sewer Lining & Manhole- Budget: \$396,500.00

OCTOBER costs: WSC Engineering - \$0.00

Project costs to date: \$246,500.00 (62.0% spent)

Status: In Process

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

OCTOBER costs: \$0

Project costs to date: \$58,098.00 (86% spent)

Status: In Process

**San Miguel Community Services District  
OCTOBER 2025 Financial Report**

**LEGAL SERVICES**

Invoices: August 2025 services

**2025/26 LEGAL EXPENSES TO DATE: \$73,372.00**

BOARD MEETINGS:	\$ 2,242.00
CSD BOARD REQUESTS:	\$ 2,632.20
FIRE:	\$ 607.00
GENERAL CSD/ADMIN:	\$ 3,858.95
GENERAL HR AND HR CONTRACTS:	\$ 8,281.29
HR INVESTIGATION/ARBITRATION:	\$ -
PUBLIC RECORDS REQUESTS:	\$ 570.00
SEWER:	\$ 3,099.04
SOLID WASTE:	\$ -
STEINBECK:	\$ 42,368.61
WATER:	\$ 475.46
OTHER:	\$ 4,722.38

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

- Scheevel Engineering \$14,325.00 – WWTF Pond Evaluation
- Fluid Resource Management \$13,462.92 – Water Meter Replacement
- Water Systems Consulting \$7,394.75 – Alley Waterline Replacement
- USA Bluebook \$6,903.51 – Chlorine, Portable Sampler
- Ferguson Enterprises \$6,353.28 – Sprayfield Equipment

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

CalPERS (Employer costs only)	\$13,202.89
PG&E (Facilities & Lighting)	\$17,091.24
US Bank SMCS D Credit Cards	\$4,730.65
WEX Bank SMCS D District Vehicle Fuel	\$951.37

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

**RECOMMENDATION:**

Please Review these October 2025 SMCS D Financial Reports.

**PREPARED BY:**

Michelle Hido, Financial Officer

**REVIEWED BY:**

Kelly Dodds, General Manager

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11892	50566S	650 13 STARS MEDIA	147.79						
1	09/29/25	SMF ORDINANCE 01-2025 2ND	147.79			20 62000	393		10205
		2025-57930							
		<b>Total for Vendor:</b>	<b>147.79</b>						
11875	50567S	689 AMAZON CAPITOL SERVICES	139.87						
1	10/01/25	DEPOSIT BAGS, LABELS, MOUSE	37.77			20 62000	410		10205
		16Y3-KNP4-63JL							
2	10/01/25	DEPOSIT BAGS, LABELS, MOUSE	4.20			30 63000	410		10205
		16Y3-KNP4-63JL							
3	10/01/25	DEPOSIT BAGS, LABELS, MOUSE	39.16			40 64000	410		10205
		16Y3-KNP4-63JL							
4	10/01/25	DEPOSIT BAGS, LABELS, MOUSE	55.94			50 65000	410		10205
		16Y3-KNP4-63JL							
5	10/01/25	DEPOSIT BAGS, LABELS, MOUSE	2.80			60 66000	410		10205
		16Y3-KNP4-63JL							
		<b>Total for Vendor:</b>	<b>139.87</b>						
11878	50568S	743 API ATLAS PERFORMANCE	2,200.00						
1	10/03/25	OCT CSD OFFICE TRAILER RENTAL	110.00			30 63000	949		10205
		RI155506							
2	10/03/25	OCT CSD OFFICE TRAILER RENTAL	990.00			40 64000	949		10205
		RI155506							
3	10/03/25	OCT CSD OFFICE TRAILER RENTAL	990.00			50 65000	949		10205
		RI155506							
4	10/03/25	OCT CSD OFFICE TRAILER RENTAL	110.00			60 66000	949		10205
		RI155506							
		<b>Total for Vendor:</b>	<b>2,200.00</b>						
11900	-98613E	714 AT&T MOBILITY	280.79						
		FIRE CELL PHONES							
1	09/02/25	AUG FIRE CELL PHONE - SM FIRE	45.39			20 62000	465		10205
		09102025							
2	09/02/25	AUG FIRE CELL PHONE - YOUNG	50.44			20 62000	465		10205
		09102025							
3	09/02/25	AUG FIRE DISPATCH SERVICE PROG	184.96			20 62000	465		10205
		09102025							
		<b>Total for Vendor:</b>	<b>280.79</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11890	50569S	622 BALDWIN ELECTRIC SERVICE	1,943.10						
1	09/28/25	MISSION LIFT STATION	1,943.10			40 64000	349		10205
847									
		<b>Total for Vendor:</b>	<b>1,943.10</b>						
11853	50570S	573 BURT INDUSTRIAL SUPPLY	267.00						
1	09/25/25	PIPE, MARKING PAINT	133.50			40 64000	353		10205
169479									
2	09/25/25	PIPE, MARKING PAINT	133.50			50 65000	353		10205
169479									
11854	50570S	573 BURT INDUSTRIAL SUPPLY	231.62						
1	10/06/25	FLANGE, CLO STD GALV N	231.62			40 64000	582		10205
170002									
11855	50570S	573 BURT INDUSTRIAL SUPPLY	258.16						
1	10/06/25	SPRAY FIELD EQIPT	258.16			40 64000	582		10205
169957									
11915	50591S	573 BURT INDUSTRIAL SUPPLY	682.56						
1	10/14/25	CLEAR HOSE, BARB, CLAMP	682.56			40 64000	582		10205
170436									
		<b>Total for Vendor:</b>	<b>1,439.34</b>						
11886	50571S	631 CALIFORNIA SCHOOL BOARDS	1,500.00						
		GASB AMM REPORT							
1	09/29/25	GASB Report 24/25 AMM REP	405.00			20 62000	325		10205
79003-V1J4Q2									
2	09/29/25	GASB Report 24/25 AMM REP	45.00			30 63000	325		10205
79003-V1J4Q2									
3	09/29/25	GASB Report 24/25 AMM REP	420.00			40 64000	325		10205
79003-V1J4Q2									
4	09/29/25	GASB Report 24/25 AMM REP	600.00			50 65000	325		10205
79003-V1J4Q2									
5	09/29/25	GASB Report 24/25 AMM REP	30.00			60 66000	325		10205
79003-V1J4Q2									
		<b>Total for Vendor:</b>	<b>1,500.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11914	50592S	466 CALIFORNIA SPECIAL DISTRICTS Membership Renewal Membership ID: 6172	9,391.00						
1	10/01/25 2026	Membership Renewal	2,535.57			20 62000	385		10205
6172-2026									
2	10/01/25 2026	Membership Renewal	281.73			30 63000	385		10205
6172-2026									
3	10/01/25 2026	Membership Renewal	2,629.48			40 64000	385		10205
6172-2026									
4	10/01/25 2026	Membership Renewal	3,756.40			50 65000	385		10205
6172-2026									
5	10/01/25 2026	Membership Renewal	187.82			60 66000	385		10205
6172-2026									
		<b>Total for Vendor:</b>	<b>9,391.00</b>						
11902	-98611E	712 CIO SOLUTIONS	193.31						
1	09/30/25	ADOBE ACROBAT LICENSING	96.65			40 64000	475		10205
123499-125									
2	09/30/25	ADOBE ACROBAT LICENSING	96.66			50 65000	475		10205
123499-125									
11903	-98610E	712 CIO SOLUTIONS	415.30						
1	09/30/25	UPS BATTERY REPLACEMENT	207.65*			40 64000	351		10205
123495-125									
2	09/30/25	UPS BATTERY REPLACEMENT	207.65*			50 65000	351		10205
123495-125									
11932	-98606E	712 CIO SOLUTIONS	3,182.40						
1	09/14/25	SEP IT SUPPORT CSD & BOD	817.53			20 62000	321		10205
123266-125									
2	09/14/25	SEP IT SUPPORT CSD & BOD	89.72			30 63000	321		10205
123266-125									
3	09/14/25	SEP IT SUPPORT CSD & BOD	868.02			40 64000	321		10205
123266-125									
4	09/14/25	SEP IT SUPPORT CSD & BOD	1,216.32			50 65000	321		10205
123266-125									

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	09/14/25	SEP IT SUPPORT CSD & BOD	59.81			60 66000	321		10205
123266-125									
6	09/14/25	SEP IT SUPPORT BOD SPLIT	6.63			20 62000	321		10205
123266-125									
7	09/14/25	SEP IT SUPPORT BOD SPLIT	1.17			30 63000	321		10205
123266-125									
8	09/14/25	SEP IT SUPPORT BOD SPLIT	14.26			40 64000	321		10205
123266-125									
9	09/14/25	SEP IT SUPPORT BOD SPLIT	17.77			50 65000	321		10205
123266-125									
10	09/14/25	SEP IT SUPPORT BOD SPLIT	1.17			60 66000	321		10205
123266-125									
11	09/14/25	SEP ER/FIRE PREVENTION	90.00			20 62000	321		10205
123266-125									
<b>Total for Vendor:</b>			<b>3,791.01</b>						
11911	50593S	15 CLEATH-HARRIS GEOLOGISTS, INC	2,587.50						
PRJ# 2969-2501		WELL SPECIFICATIONS FOR MW-2W							
1	10/09/25	NEW MONITORING WELLS	2,587.50			40 64000	587		10205
20250921									
<b>Total for Vendor:</b>			<b>2,587.50</b>						
11891	50572S	648 COUNTY OF SAN LUIS OBISPO- HAZARDOUS MATERIALS RESPONSE TEAM	2,210.00						
1	09/25/25	HAZARDOUS MAT RESPONSE TEAM	2,210.00			20 62000	710		10205
2025016									
<b>Total for Vendor:</b>			<b>2,210.00</b>						
11909	50594S	429 COUNTY OF SLO- ENV HEALTH	664.10						
1	10/07/25	CROSS CONNCTN SERV ADMIN	217.10			50 65000	362		10205
2	10/07/25	BACKFLOW PREVENTION	447.00			50 65000	362		10205
<b>Total for Vendor:</b>			<b>664.10</b>						
11889	-98620E	654 CULLIGAN WATER	26.05						
1	09/30/25	SEP WATER DELIVERY	13.02			40 64000	305		10205
560768									
2	09/30/25	SEP WATER DELIVERY	13.03			50 65000	305		10205
554071									
<b>Total for Vendor:</b>			<b>26.05</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11857 1 6251457	50573S 09/25/25	109 FERGUSON ENTERPRISES SPRAYFIELD EQUIPT	4,244.36 4,244.36			40 64000	582		10205
11858 1 6251457-1	50573S 09/30/25	109 FERGUSON ENTERPRISES SPRAYFIELD EQUIPT	1,856.50 1,856.50			40 64000	582		10205
11859 1 6251457-2	50573S 09/30/25	109 FERGUSON ENTERPRISES SPRAYFIELD EQUIPT	40.06 40.06			40 64000	582		10205
11912 1 6271732	50595S 10/07/25	109 FERGUSON ENTERPRISES PSI SIDR 7 NSF	212.36 212.36			50 65000	353		10205
<b>Total for Vendor:</b>			<b>6,353.28</b>						
11881 1 W24922 2 W24922 3 W24922	50574S 09/26/25	401 FLUID RESOURCE MANAGEMENT PRODUCTION/WATER METER REPL	13,462.92 4,487.64*			50 65000	516		10205
	09/26/25	PRODUCTION/WATER METER REPL	4,487.64*			50 65000	517		10205
	09/26/25	PRODUCTION/WATER METER REPL	4,487.64*			50 65000	518		10205
<b>Total for Vendor:</b>			<b>13,462.92</b>						
11901 Acct #8054672818010412-5 Service from 06/22/25-07/21/25	-98612E	308 FRONTIER COMMUNICATIONS (412-5)	81.49						
FS/CSD ALARM 1	09/22/25	SEP FIRE STATION ALARM	81.49			20 62000	375		10205
11936 Acct #8054672818010412-5 Service from 10/22/25-11/21/25	-98605E	308 FRONTIER COMMUNICATIONS (412-5)	81.75						
FS/CSD ALARM 1	10/22/25	OCT FIRE STATION ALARM	81.75			20 62000	375		10205
<b>Total for Vendor:</b>			<b>163.24</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11876	50575S	125 GREAT WESTERN ALARM GW-661 Service Period: 9/2025	38.00						
1	10/01/25	OCT Alarm Monitoring 250900545101	38.00			20 62000	380		10205
11877	50575S	125 GREAT WESTERN ALARM A0702 UTILITIES EMERGENCY Service Period: 10/2025	110.00						
1	10/01/25	OCT Answering Service 250902242101	55.00			40 64000	380		10205
2	10/01/25	OCT Answering Service 250902242101	55.00			50 65000	380		10205
<b>Total for Vendor:</b>			<b>148.00</b>						
11904	-98609E	720 HERC RENTALS INC	951.24						
1	10/14/25	COLD MIX ASPHALT 35989648-001	475.62			40 64000	353		10205
2	10/14/25	COLD MIX ASPHALT 35989648-001	475.62			50 65000	353		10205
<b>Total for Vendor:</b>			<b>951.24</b>						
11919	50596S	724 HYDROPRO SOLUTIONS WEST INC	2,766.71						
1	10/08/25	SPRAY FIELD FLOWMETER 0004297	2,766.71			40 64000	582		10205
<b>Total for Vendor:</b>			<b>2,766.71</b>						
11872	50576S	553 MOSS, LEVY & HARTZHEIM LLP Audit 2024/25	2,000.00						
1	09/30/25	Audit 2024/25 I-9780	540.00			20 62000	323		10205
2	09/30/25	Audit 2024/25 I-9780	60.00			30 63000	323		10205
3	09/30/25	Audit 2024/25 I-9780	560.00			40 64000	323		10205
4	09/30/25	Audit 2024/25 I-9780	800.00			50 65000	323		10205

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5 I-9780	09/30/25	Audit 2024/25	40.00			60 66000	323		10205
<b>Total for Vendor:</b>			<b>2,000.00</b>						
11867 1 22122	50577S 10/03/25	17 N. REX AWALT CORPORATION SPRAYFIELD PARTS	73.26 73.26			40 64000	582		10205
11888 1 22120	50577S 10/02/25	17 N. REX AWALT CORPORATION SPRAYFIELD PARTS	497.64 497.64			40 64000	582		10205
<b>Total for Vendor:</b>			<b>570.90</b>						
11907 1 324659 2 324659	-98608E 09/29/25	182 NAPA AUTO PARTS HOSE CLAMP, FUEL LINE HOSE CLAMP, FUEL LINE	4.14 2.07* 2.07*			40 64000 50 65000	351 351		10205 10205
<b>Total for Vendor:</b>			<b>4.14</b>						
11861 1 2504901	50578S 08/03/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WEEKLY) GEOTRACKER	50.00 50.00			40 64000	355		10205
11862 1 2508826	50578S 10/02/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WEEKLY)	27.00 27.00			40 64000	355		10205
11863 1 2508625	50578S 10/02/25	45 OILFIELD ENVIRONMENTAL & ROUTINE WEEKLY- FOUTH	124.00 124.00			50 65000	358		10205
11864 1 2508170	50578S 10/01/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WWTF SEPTAGE)	353.00 353.00			40 64000	355		10205

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11865 1 2508626	50578S 09/25/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WEEKLY)	27.00 27.00			40 64000	355		10205
11866 1 2506914	50578S 09/28/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WWTF SEPTAGE)	1,314.50 1,314.50			40 64000	355		10205
11916 1 2509046	50597S 10/13/25	45 OILFIELD ENVIRONMENTAL & ROUTINE MONTHLY/WEEKLY	308.50 308.50			50 65000	358		10205
11917 1 2509083	50597S 10/12/25	45 OILFIELD ENVIRONMENTAL & ROUTINE (WEEKLY)	27.00 27.00			40 64000	355		10205
11918 1 2508823	50597S 10/12/25	45 OILFIELD ENVIRONMENTAL & ROUTINE WEEKLY- FIFTH	41.00 41.00			50 65000	358		10205
<b>Total for Vendor:</b>			<b>2,272.00</b>						
11963 1 2	-98598E 10/31/25 10/31/25	59 PAYA SERVICES, INC NSF FEES FOR RETURNED PAYMENTS, CUSTOMER PAID FEE ROJAS, VILLARRUEL, FUENTES, LOPEZ NSF FEES, CUSTMR PD FEE NSF FEES, CUSTMR PD FEE	60.00 30.00 30.00			40 64000 50 65000	925 925		10205 10205
<b>Total for Vendor:</b>			<b>60.00</b>						
11938 Acct #	-98603E 8565976480-8	208 PG&E #6480-8	1,230.60						
1	10/21/25	12th & K 8565976725	10.63			30 63000	381		10205
2	10/21/25	11TH STREET - 8562053214	51.11			30 63000	381		10205
3	10/21/25	RIO MESA CIR - 8564394360	25.30			30 63000	381		10205
5	10/21/25	MISSION/14TH - 8569413449	29.83			30 63000	381		10205
6	10/21/25	VERDE/RIO MESA - 8560673934	63.23			30 63000	381		10205
7	10/21/25	Mission Heights - 8565976482	184.51			30 63000	381		10205

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
8	10/21/25	MISSION S. 14TH - 8561483265	14.91			30 63000	381		10205
9	10/21/25	Tract 2605 - 8565976109	39.55			30 63000	381		10205
10	10/21/25	9898 River Rd. - 8565976002	383.77			30 63000	381		10205
11	10/21/25	9898 River Rd. - 8565976004	47.92			30 63000	381		10205
12	10/21/25	9898 River Rd. - 8565976008	223.54			30 63000	381		10205
13	10/21/25	9898 River Rd. - 8565976014	69.39			30 63000	381		10205
14	10/21/25	9898 River Rd. - 8565976481	57.10			30 63000	381		10205
15	10/21/25	9898 River Rd. - 8565976483	19.83			30 63000	381		10205
16	10/21/25	9898 River Rd. - 8564493469	0.00			30 63000	381		10205
17	10/21/25	9898 River Rd. - 8566057583	2.22			30 63000	381		10205
18	10/21/25	9898 River Rd. - 8567190874	7.76			30 63000	381		10205
19	10/21/25	9898 River Rd. - 8567609307	0.00			30 63000	381		10205
20	10/21/25	9898 River Rd. - 8567804810	0.00			30 63000	381		10205
<b>Total for Vendor:</b>			<b>1,230.60</b>						
11937	-98604E	209 PG&E #6851-8	15,860.64						
Acct #3675186851-8									
1	10/21/25	Old Fire Station/1297 L St	-32.00			20 62000	381		10205
2	10/21/25	Fire Station/1150 Mission	-48.37			20 62000	381		10205
3	10/21/25	Water Works #1/Well 3	3,290.87			50 65000	381		10205
4	10/21/25	Bonita Pl & 16th/Well 4	2,884.89			50 65000	381		10205
5	10/21/25	N St/WWTF	9,114.13			40 64000	381		10205
6	10/21/25	2HP Booster Station	-40.85			50 65000	381		10205
7	10/21/25	Mission Heights Booster	-48.37			50 65000	381		10205
8	10/21/25	14th St. & K St.	48.45			50 65000	381		10205
9	10/21/25	942 Soka Way lift station	42.12			40 64000	379		10205
10	10/21/25	Missn&12th Landscape-St light	116.12			30 63000	381		10205
11	10/21/25	SLT Well	533.65			50 65000	381		10205
<b>Total for Vendor:</b>			<b>15,860.64</b>						
11868	50579S	585 PRW STEEL SUPPLY	202.79						
1	09/18/25	12 GA SHEET, ANGLE	202.79			40 64000	349		10205
446308									
<b>Total for Vendor:</b>			<b>202.79</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11874 1 2081	50580S 09/30/25	25 QUEST PLANNING, INC WWTF PERMIT ASSISTANCE	1,412.50 1,412.50			40 64000	587	20001	10205
		<b>Total for Vendor:</b>	<b>1,412.50</b>						
11879 1 7441	50581S 09/02/25	82 RENEWELL FLEET SERVICE E8668 PUMP TESTING VAC	850.00 850.00			20 62000	351		10205
		<b>Total for Vendor:</b>	<b>850.00</b>						
11910 1 78781 2 78781 3 78781 4 78781 5 78781	50598S 09/30/25 09/30/25 09/30/25 09/30/25 09/30/25	70 RODGERS, ANDERSON, MALODY & CPA YE REPORTS/AUDIT CPA YE REPORTS/AUDIT CPA YE REPORTS/AUDIT CPA YE REPORTS/AUDIT	5,850.00 1,579.50 175.50 1,638.00 2,340.00 117.00			20 62000 30 63000 40 64000 50 65000 60 66000	325		10205 10205 10205 10205 10205
		<b>Total for Vendor:</b>	<b>5,850.00</b>						
11913 SEP 2025	50599S	481 SAN MIGUEL COMMUNITY SERVICES DISTRICT WATER USE	1,067.60						
1 2 3 4 5 6 7 8 9 10	10/15/25 10/15/25 10/15/25 10/15/25 10/15/25 10/15/25 10/15/25 10/15/25 10/15/25 10/15/25	1150 MISSION ST SMFD 1004-00 1150 MISSION BACKFLOW 1004B-00 1140 MISSION ST THU 1001-00 1765 BONITA PL CSD 27475-00 8687 MARTNZ DR SLT WELL 21101 942 SOKA WAY 20840-00 1581 BONITA PL - WELL 4 15034 610 12TH ST - WELL 3 1102-00 1199 MISSION IRIG MTR 27476-00 1203 MISSION IRIG MTR 20547-00	140.42 2.00 140.42 52.04 96.64 40.96 66.44 48.32 123.19 357.17			20 62000 20 62000 20 62000 40 64000 50 65000 40 64000 50 65000 50 65000 30 63000 30 63000	384		10205 10205 10205 10205 10205 10205 10205 10205 10205 10205
		<b>Total for Vendor:</b>	<b>1,067.60</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11860	50582S	238 SAN MIGUEL GARBAGE	119.31						
ACCT#	318691								
1	10/01/25	SEP 2025	59.65			40 64000	383		10205
100125									
2	10/01/25	SEP 2025	59.66			50 65000	383		10205
100125									
		<b>Total for Vendor:</b>	<b>119.31</b>						
11887	50583S	731 SAN MIGUEL SENIORS CENTER	200.00						
SEPT 9		SPECIAL MEETING @ SMS							
1	09/29/25	SEP 25 SPECIAL MEETING 4.0 HRS	54.00			20 62000	341		10205
2	09/29/25	SEP 25 SPECIAL MEETING 4.0 HRS	6.00			30 63000	341		10205
3	09/29/25	SEP 25 SPECIAL MEETING 4.0 HRS	56.00			40 64000	341		10205
4	09/29/25	SEP 25 SPECIAL MEETING 4.0 HRS	80.00			50 65000	341		10205
5	09/29/25	SEP 25 SPECIAL MEETING 4.0 HRS	4.00			60 66000	341		10205
		<b>Total for Vendor:</b>	<b>200.00</b>						
11871	50584S	85 SCHEEVEL ENGINEERING	14,325.00						
1	10/04/25	WWTF POND EVAL 2025-36	14,325.00*			40 64000	584		10205
1687									
		<b>Total for Vendor:</b>	<b>14,325.00</b>						
11920	-98607E	657 SOCALGAS	62.79						
1	10/01/25	OCT LIFT STATION 942 SOKA WAY	20.20			40 64000	396		10205
2	10/01/25	OCT SLT WELL 8687 MARTINEZ	15.78			50 65000	396		10205
3	10/01/25	OCT WELL 3 NAT.GAS610 12TH	26.81			50 65000	396		10205
		<b>Total for Vendor:</b>	<b>62.79</b>						
11893	-98619E	67 SPECTRUM/CHARTER COMMUNICATIONS	5,348.98						
Acct#	212691601								
		Spectrum Enterprise Internet							
		Service 10/01/25 - 10/30/25							
1	10/01/25	OCT LIFT STATION SOKA WAY	120.00			40 64000	375		10205
212691601100125									
2	10/01/25	OCT WWTF FIBER	190.75			30 63000	375		10205
212691601100125									

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	10/01/25	OCT WWTF FIBER	1,716.79			40 64000	375		10205
212691601100125									
4	10/01/25	OCT WWTF FIBER	1,716.79			50 65000	375		10205
212691601100125									
5	10/01/25	OCT WWTF FIBER	190.75			60 66000	375		10205
212691601100125									
6	10/01/25	OCT FIRE STATION RING CENTRAL	517.28			20 62000	375		10205
212691601100125									
7	10/01/25	OCT .65M TANK	896.62			50 65000	375		10205
212691601100125									
11894	-98618E	67 SPECTRUM/CHARTER COMMUNICATIONS	129.99						
Acct# 8245	10 105	0027311							
Spectrum Business Internet/Voice									
Service 10/11/25- 11/10/25									
1	10/07/25	FIRE OCT INTERNET/VOICE	129.99			20 62000	375		10205
170616101100725									
<b>Total for Vendor:</b>			<b>5,478.97</b>						
11895	50585S	43 STERICYCLE, INC	84.12						
1	09/30/25	SHRED CONTAINER	4.21			30 63000	305		10205
8011744084									
2	09/30/25	SHRED CONTAINER	37.86			40 64000	305		10205
8011744084									
3	09/30/25	SHRED CONTAINER	37.85			50 65000	305		10205
8011744084									
4	09/30/25	SHRED CONTAINER	4.20			60 66000	305		10205
8011744084									
11961	-98599E	43 STERICYCLE, INC	84.12						
1	10/18/25	SHRED CONTAINER	4.21			30 63000	305		10205
8012338334									
2	10/18/25	SHRED CONTAINER	37.86			40 64000	305		10205
8012338334									
3	10/18/25	SHRED CONTAINER	37.85			50 65000	305		10205
8012338334									
4	10/18/25	SHRED CONTAINER	4.20			60 66000	305		10205
8012338334									
<b>Total for Vendor:</b>			<b>168.24</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11873	50586S	378 SWIFT TECTONICS, INC. SIDEWALK REPAIR 11TH ST	3,780.00						
1	09/30/25	SIDEWALK REPAIR 11TH ST	3,780.00			50 65000	353		10205
7085									
		<b>Total for Vendor:</b>	<b>3,780.00</b>						
11940	-98601E	301 US BANK KD STATEMENT DATE 10/22/2025	3,326.95						
1	09/23/25	WELL SUPPLY- PVC KD OCT 25	188.44			40 64000	582		10205
2	09/25/25	ONSET- WATER LEVEL, CABLE KD OCT 25	1,051.09			40 64000	582		10205
3	09/26/25	IRRIGATION KING- SPRINKLER KD OCT 25	836.55			40 64000	582		10205
4	10/09/25	LOWES- BATTEREIES, TRIMER KD OCT 25	50.55			40 64000	305		10205
5	10/09/25	LOWES- BATTEREIES, TRIMER KD OCT 25	50.56			50 65000	305		10205
6	09/25/25	LOWES- 5 GAL SAFETY GAS KD OCT 25	76.10			40 64000	305		10205
7	09/25/25	LOWES- 5 GAL SAFETY GAS KD OCT 25	76.11			50 65000	350		10205
8	10/09/25	LESLIES POOL- RAKE, POLES KD OCT 25	159.83			40 64000	582		10205
9	10/09/25	DISC TIRES- TRAILER TIRES KD OCT 25	418.86*			40 64000	351		10205
10	10/09/25	DISC TIRES- TRAILER TIRES KD OCT 25	418.86*			50 65000	351		10205
11941	-98600E	301 US BANK SY STATEMENT DATE 10/22/25	1,403.70						
1	09/23/25	WESTERN JANITORIAL CLEANING SU SY OCT 25	120.24			20 62000	305		10205
2	09/23/25	BLAKES- SPREDER, ADHES, PAINT SY OCT 25	50.58			20 62000	305		10205
3	10/06/25	AMZ- CAVIWIPES SY OCT 25	41.77			20 62000	450		10205

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	10/06/25	AMZ- DISINFECTING WIPES	64.30			20 62000	450		10205
SY OCT 25									
5	09/23/25	ENDEVOR BUSINESS- FIRE 1onONE	520.00			20 62000	340		10205
SY OCT 25									
6	10/17/25	CURTIS-STRUCTURAL GLOVES	582.84			20 62000	470		10205
SY OCT 25									
7	10/20/25	USPS- RETURNS	23.97			20 62000	315		10205
SY OCT 25									
		<b>Total for Vendor:</b>	<b>4,730.65</b>						
11905	50600S	303 USA BLUEBOOK	3,837.63						
1	10/09/25	CHLORINE DRY	913.37			50 65000	356		10205
INV00852724									
2	10/09/25	CHLORINE DRY	913.37			50 65000	357		10205
INV00852724									
3	10/09/25	CHLORINE DRY	913.37			50 65000	358		10205
INV00852724									
4	10/09/25	HACH PH BUFFER	58.77			40 64000	355		10205
INV00852724									
5	10/09/25	SPILL KIT	519.37			40 64000	348		10205
INV00852724									
6	10/09/25	SPILL KIT	519.38			50 65000	348		10205
INV00852724									
11906	50600S	303 USA BLUEBOOK	3,065.88						
1	10/16/25	COMPOSITE PORTABLE SAMPLER	3,065.88*			40 64000	351		10205
INV00858886									
		<b>Total for Vendor:</b>	<b>6,903.51</b>						
11880	50587S	327 VALLI INFORMATION SYSTEMS	827.25						
AUG BILLING									
1	09/24/25	SEP WEB POSTING, POSTAGE	240.73			40 64000	374		10205
102095									
2	09/24/25	SEP WEB POSTING, POSTAGE	240.73			50 65000	374		10205
102095									
3	08/29/25	SEP PRINTING	96.39			40 64000	374		10205
102095									

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4 102095	08/29/25 SEP PRINTING		96.40			50 65000	374		10205
5 102526	09/24/25 PRINTED INSERT FOOD RECYCLING		153.00			60 66000	395		10205
<b>Total for Vendor:</b>			<b>827.25</b>						
11939	-98602E	511 VERIZON	332.08						
TABLETS: UTILITIES x4 CELL PHONE: TMP, MS, TP, KD, DP									
9/09/25 -10/08/25									
1 6120520787	08/08/25 SEP UTILITIES CELL PHONES X7		13.59			30 63000	465		10205
2 6120520787	08/08/25 SEP UTILITIES CELL PHONES X7		122.57			40 64000	465		10205
3 6120520787	08/08/25 SEP UTILITIES CELL PHONES X7		122.27			50 65000	465		10205
4 6120520787	08/08/25 SEP UTILITIES CELL PHONES X7		13.59			60 66000	465		10205
6 6120520787	08/08/25 SEP UTILITIES TABLETS X3		1.50			30 63000	465		10205
7 6120520787	08/08/25 SEP UTILITIES TABLETS X3		13.53			40 64000	465		10205
8 6120520787	08/08/25 SEP UTILITIES TABLETS X3		13.53			50 65000	465		10205
9 6120520787	08/08/25 SEP UTILITIES TABLETS X3		1.50			60 66000	465		10205
10 6120520787	08/08/25 SEP 4GB DATA PLAN		1.50			30 63000	465		10205
11 6120520787	08/08/25 SEP 4GB DATA PLAN		13.50			40 64000	465		10205
12 6120520787	08/08/25 SEP 4GB DATA PLAN		13.50			50 65000	465		10205
13 6120520787	08/08/25 SEP 4GB DATA PLAN		1.50			60 66000	465		10205
<b>Total for Vendor:</b>			<b>332.08</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11856	50588S	310 VIBORG SAND & GRAVEL, INC.	874.78						
1	10/07/25	FILL SAND - SPRAY FIELD	874.78			40 64000	582		10205
53535									
		<b>Total for Vendor:</b>	<b>874.78</b>						
11869	50589S	717 WATER SYSTEMS CONSULTING, INC	750.50						
PRJ 2295-12110									
1	06/30/25	ALLEY WATERLINE REPLACEMENT	750.50			50 65000	326		10205
11236	PRJ 2295-12110								
11870	50589S	717 WATER SYSTEMS CONSULTING, INC	6,644.25						
PRJ 2295-12110									
1	05/31/25	ALLEY WATERLINE REPLACEMENT	6,644.25			50 65000	326		10205
11104	PRJ 2295-12110								
		<b>Total for Vendor:</b>	<b>7,394.75</b>						
11899	-98614E	612 WEX BANK	951.37						
		FUEL BILL CLOSING DATE: 10/07/25							
1	10/07/25	FUEL 8600 SEPT	167.45			20 62000	485		10205
107277056									
2	10/07/25	FUEL 8601 SEPT	0.00			20 62000	485		10205
107277056									
3	10/07/25	FUEL 8668 SEPT	0.00			20 62000	485		10205
107277056									
4	10/07/25	FUEL OES	0.00			20 62000	307		10205
107277056									
5	10/07/25	FUEL U8632 SEPT	332.36			40 64000	485		10205
107277056									
8	10/07/25	FUEL U8632 SEPT	332.37			50 65000	485		10205
107277056									
9	10/07/25	FUEL U8634 SEPT	0.00			40 64000	485		10205
107277056									
10	10/07/25	FUEL U8634 SEPT	0.00			50 65000	485		10205
107277056									
11	10/07/25	FUEL U8636 SEPT	59.59			50 65000	485		10205
107277056									

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
12	10/07/25	FUEL U8636 SEPT	59.60			40 64000	485		10205
	107277056								
13	10/07/25	REBATE ADJUSTMENT	0.00			20 62000	485		10205
	107277056								
14	10/07/25	REBATE ADJUSTMENT	0.00			40 64000	485		10205
	107277056								
15	10/07/25	REBATE ADJUSTMENT	0.00			50 65000	485		10205
	107277056								
<b>Total for Vendor:</b>			<b>951.37</b>						
11882	50590S	473 WHITE BRENNER LLP	7,932.17						
		FOR LEGAL SERVICES AUG 2025							
1		AUG SOLID WASTE LEGAL	0.00			60 66000	327		10205
2	09/23/25	AUG REAL ESTATE/LAND USE	64.78			40 64000	327		10205
	53419	SEP							
3		AUG WATER LEGAL	0.00			40 64000	327		10205
4		AUG WATER LEGAL	0.00			50 65000	327		10205
5	09/23/25	AUG STEINBECK V SLO	1,869.70*			50 65000	332		10205
	53413	SEP							
6		AUG FIRE LEGAL	0.00*			20 62000	327		10205
7	09/23/25	AUG SEWER LEGAL	1,068.87			40 64000	327		10205
	53415	SEP							
8		AUG SEWER LEGAL	0.00			50 65000	327		10205
9	09/23/25	AUG SEIU MOU LEGAL	58.12			40 64000	331		10205
	53414	SEP							
10	09/23/25	AUG SEIU MOU LEGAL	58.12			50 65000	331		10205
	53414	SEP							
11	09/23/25	AUG CONTRACTS	485.85			40 64000	327		10205
	53417	SEP							
12		AUG SEIU MOU LEGAL	0.00			50 65000	331		10205
13	09/23/25	AUG HR LEGAL	474.00*			20 62000	333		10205
	53418	SEP							
14		AUG HR LEGAL	0.00			30 63000	333		10205
15	09/23/25	AUG HR LEGAL	135.49			40 64000	333		10205
	53418	SEP							
16	09/23/25	AUG HR LEGAL	135.49			50 65000	333		10205
	53418	SEP							

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
17	AUG HR LEGAL		0.00			60 66000	333		10205
18	09/23/25 AUG GENERAL LEGAL - ADMIN		772.10*			20 62000	327		10205
53412	SEP								
19	09/23/25 AUG GENERAL LEGAL - ADMIN		72.62			30 63000	327		10205
53412	SEP								
20	09/23/25 AUG GENERAL LEGAL - ADMIN		1,045.66			40 64000	327		10205
53412	SEP								
21	09/23/25 AUG GENERAL LEGAL - ADMIN		1,031.13			50 65000	327		10205
53412	SEP								
22	09/23/25 AUG GENERAL LEGAL - ADMIN		58.09			60 66000	327		10205
53412	SEP								
23	09/23/25 AUG BOARD MEMBER REQUESTS		209.84*			20 62000	327		10205
53420	SEP								
24	09/23/25 AUG BOARD MEMBER REQUESTS		2.07			30 63000	327		10205
53420	SEP								
25	09/23/25 AUG BOARD MEMBER REQUESTS		29.75			40 64000	327		10205
53420	SEP								
26	09/23/25 AUG BOARD MEMBER REQUESTS		29.34			50 65000	327		10205
53420	SEP								
27	09/23/25 AUG BOARD MEMBER REQUESTS		1.65			60 66000	327		10205
53420	SEP								
28	AUG LABOR & EMPLOYMENT		0.00			40 64000	331		10205
29	AUG LABOR & EMPLOYMENT		0.00			50 65000	331		10205
30	09/23/25 AUG LITIGATION		69.96*			20 62000	327		10205
53416	SEP								
31	09/23/25 AUG LITIGATION		7.29			30 63000	327		10205
53416	SEP								
32	09/23/25 AUG LITIGATION		104.93			40 64000	327		10205
53416	SEP								
33	09/23/25 AUG LITIGATION		103.49			50 65000	327		10205
53416	SEP								
34	09/23/25 AUG LITIGATION		5.83			60 66000	327		10205
53416	SEP								
35	09/23/25 AUG PRA		38.00*			20 62000	319		10205
53412	SEP								
36	AUG PRA		0.00			30 63000	319		10205
37	AUG PRA		0.00			40 64000	319		10205

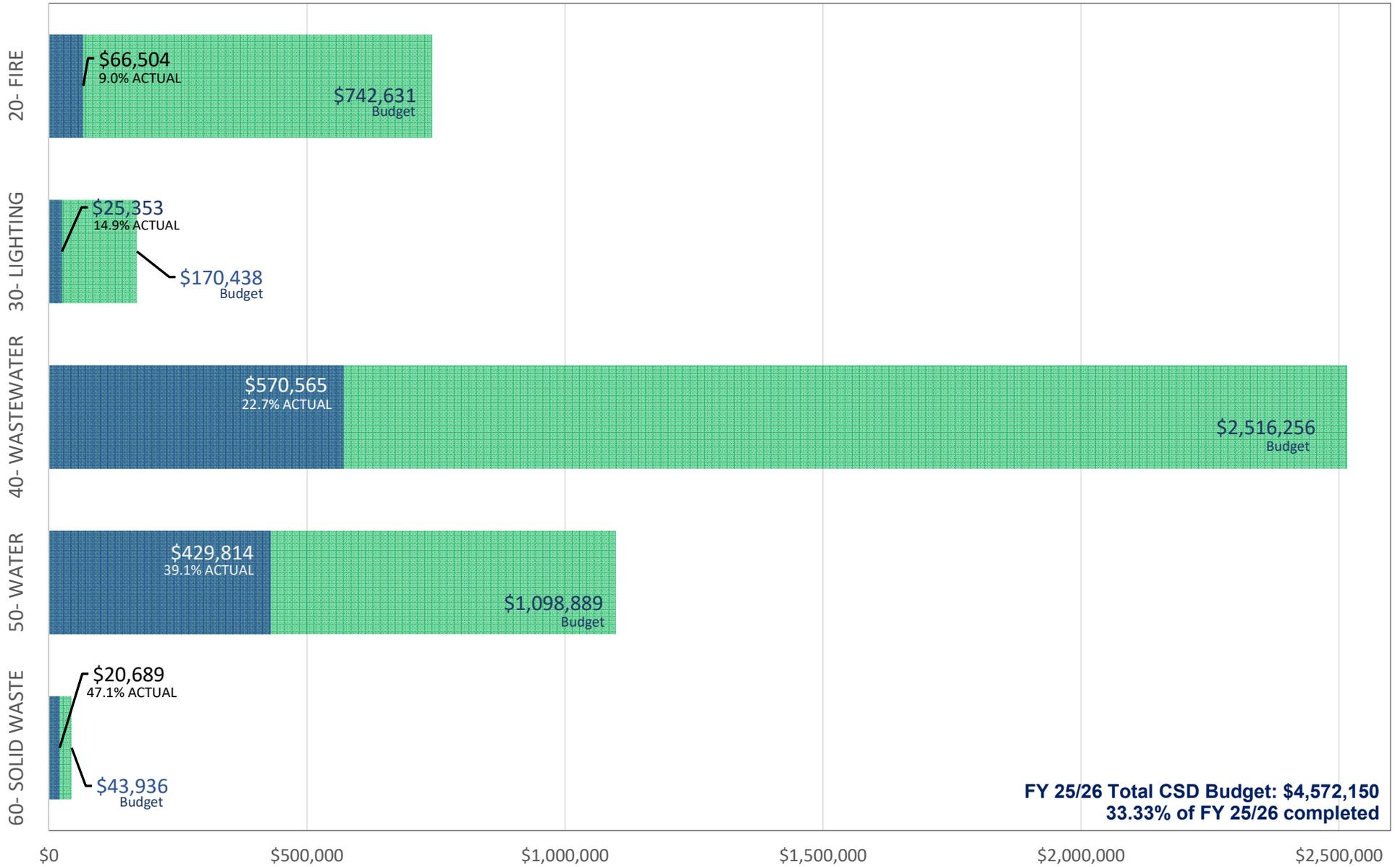
\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
38	AUG PRA		0.00			50 65000	319		10205
39	AUG PRA		0.00			60 66000	319		10205
<b>Total for Vendor:</b>			<b>7,932.17</b>						
<b># of Claims</b>			<b>70</b>	<b>Total:</b>					
<b>Total Electronic Claims</b>				<b>135,627.98</b>	<b># of Vendors</b>	<b>32</b>			
<b>Total Non-Electronic Claims</b>				<b>101620.29</b>					

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<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10205 OPERATING CASH - 5 STAR	13,740.61
30 STREET LIGHTING DEPARTMENT	
10205 OPERATING CASH - 5 STAR	2,898.14
40 WASTEWATER DEPARTMENT	
10205 OPERATING CASH - 5 STAR	63,562.65
50 WATER DEPARTMENT	
10205 OPERATING CASH - 5 STAR	54,439.67
60 SOLID WASTE DEPARTMENT	
10205 OPERATING CASH - 5 STAR	986.91
<b>Total:</b>	<b>135,627.98</b>

# P10 2025 San Miguel CSD Revenue Actual vs Budget

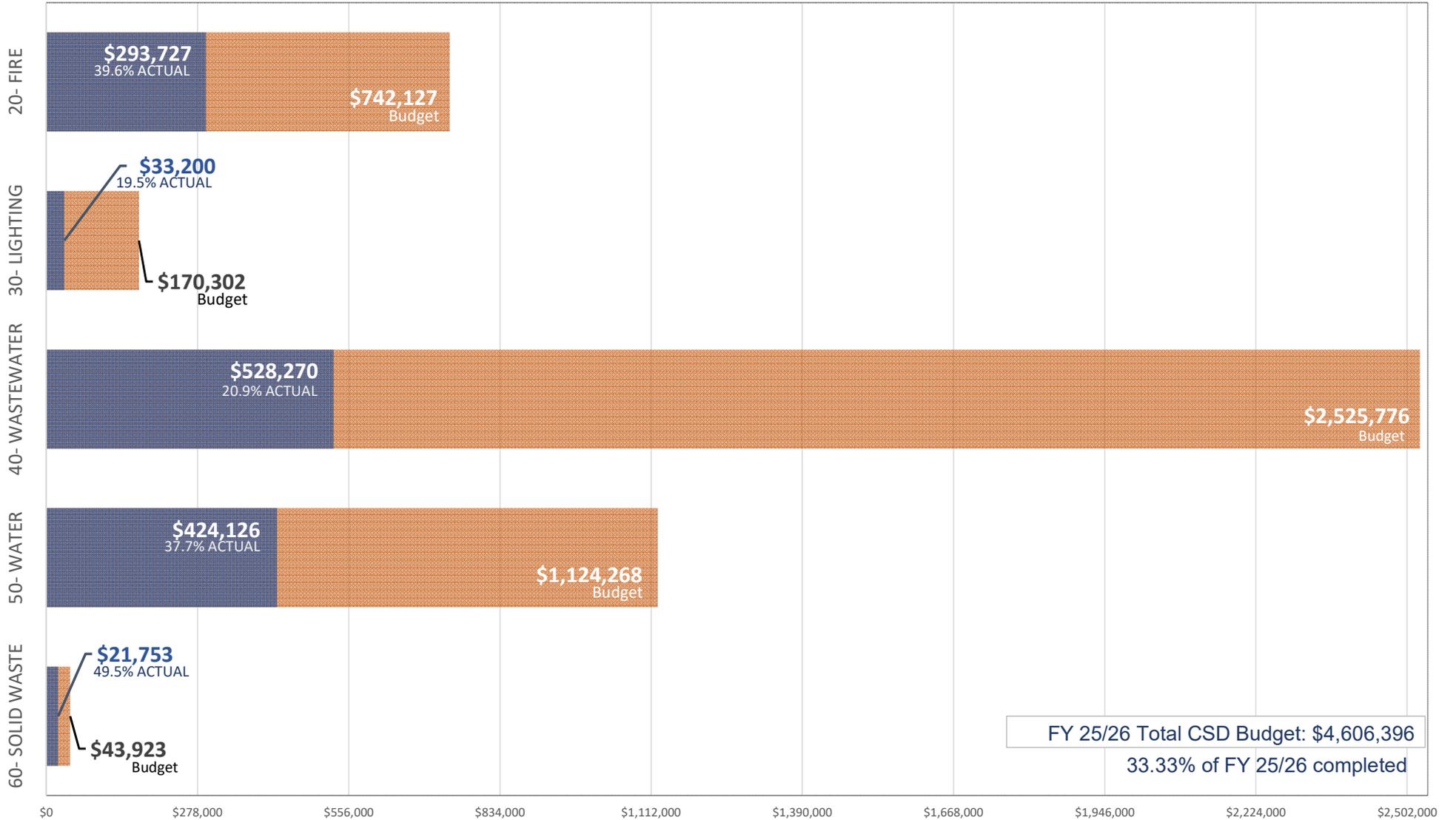


Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	4,346.00	4,346.00	0 %
40320	Fire Impact Fees	0.00	0.00	3,000.00	3,000.00	0 %
40420	Ambulance Reimbursement	0.00	1,425.33	4,500.00	3,074.67	32 %
40500	State Fire Grants	0.00	19,867.70	73,000.00	53,132.30	27 %
	<b>Account Group Total:</b>	<b>0.00</b>	<b>21,293.03</b>	<b>84,846.00</b>	<b>63,552.97</b>	<b>25 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	19,383.46	34,127.53	551,760.00	517,632.47	6 %
	<b>Account Group Total:</b>	<b>19,383.46</b>	<b>34,127.53</b>	<b>551,760.00</b>	<b>517,632.47</b>	<b>6 %</b>
46000	Interest Revenue					
46000	Interest Revenue	2,161.21	8,462.44	0.00	-8,462.44	%
46012	Fire Transfers from Cap Reserve	0.00	0.00	102,025.00	102,025.00	0 %
46151	Refund/Adjustments	0.00	72.74	0.00	-72.74	%
46153	Plan Check Fees and Inspections	0.00	2,548.50	4,000.00	1,451.50	64 %
	<b>Account Group Total:</b>	<b>2,161.21</b>	<b>11,083.68</b>	<b>106,025.00</b>	<b>94,941.32</b>	<b>10 %</b>
	<b>Fund Total:</b>	<b>21,544.67</b>	<b>66,504.24</b>	<b>742,631.00</b>	<b>676,126.76</b>	<b>9 %</b>
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	5,966.73	10,487.63	170,438.00	159,950.37	6 %
	<b>Account Group Total:</b>	<b>5,966.73</b>	<b>10,487.63</b>	<b>170,438.00</b>	<b>159,950.37</b>	<b>6 %</b>
46000	Interest Revenue					
46000	Interest Revenue	1,340.89	12,699.92	0.00	-12,699.92	%
46100	Realized Earnings	-245.45	2,007.70	0.00	-2,007.70	%
46150	Miscellaneous Income	0.00	150.00	0.00	-150.00	%
46151	Refund/Adjustments	0.00	8.08	0.00	-8.08	%
	<b>Account Group Total:</b>	<b>1,095.44</b>	<b>14,865.70</b>	<b>0.00</b>	<b>-14,865.70</b>	<b>%</b>
	<b>Fund Total:</b>	<b>7,062.17</b>	<b>25,353.33</b>	<b>170,438.00</b>	<b>145,084.67</b>	<b>15 %</b>
40 WASTEWATER DEPARTMENT						
40000						
40850	Wastewater Hook-up Fees	0.00	18,418.02	0.00	-18,418.02	%
40900	Wastewater Sales	100,024.33	402,676.21	1,266,778.00	864,101.79	32 %
40901	Riverzone Surcharge	1,551.70	6,206.80	18,388.00	12,181.20	34 %
40910	Wastewater Late Charges	2,245.66	7,572.72	0.00	-7,572.72	%
	<b>Account Group Total:</b>	<b>103,821.69</b>	<b>434,873.75</b>	<b>1,285,166.00</b>	<b>850,292.25</b>	<b>34 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	3,022.27	6,104.80	86,090.00	79,985.20	7 %
	<b>Account Group Total:</b>	<b>3,022.27</b>	<b>6,104.80</b>	<b>86,090.00</b>	<b>79,985.20</b>	<b>7 %</b>

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46000	Interest Revenue					
46000	Interest Revenue	12,926.93	50,606.52	0.00	-50,606.52	%
46003	CWSRF Grants	0.00	0.00	400,000.00	400,000.00	0 %
46014	Wastewater Transfers from Cap Reserve	0.00	0.00	600,000.00	600,000.00	0 %
46100	Realized Earnings	-328.04	4,479.17	0.00	-4,479.17	%
46151	Refund/Adjustments	13,371.29	14,336.09	0.00	-14,336.09	%
46200	Wastewater Receiving	0.00	60,165.00	145,000.00	84,835.00	41 %
	<b>Account Group Total:</b>	<b>25,970.18</b>	<b>129,586.78</b>	<b>1,145,000.00</b>	<b>1,015,413.22</b>	<b>11 %</b>
	<b>Fund Total:</b>	<b>132,814.14</b>	<b>570,565.33</b>	<b>2,516,256.00</b>	<b>1,945,690.67</b>	<b>23 %</b>
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	95,527.29	393,954.78	1,033,489.00	639,534.22	38 %
41001	Water Connection Fees	0.00	18,381.73	0.00	-18,381.73	%
41003	Water Surcharge	45.00	180.00	400.00	220.00	45 %
41005	Water Late Charges	2,312.04	7,388.43	0.00	-7,388.43	%
41010	Water Meter Fees	0.00	966.00	0.00	-966.00	%
	<b>Account Group Total:</b>	<b>97,884.33</b>	<b>420,870.94</b>	<b>1,033,889.00</b>	<b>613,018.06</b>	<b>41 %</b>
46000	Interest Revenue					
46000	Interest Revenue	1,272.51	8,512.16	0.00	-8,512.16	%
46015	Water Transfers from Cap Reserve	0.00	0.00	65,000.00	65,000.00	0 %
46100	Realized Earnings	79.20	323.40	0.00	-323.40	%
46151	Refund/Adjustments	0.00	107.77	0.00	-107.77	%
	<b>Account Group Total:</b>	<b>1,351.71</b>	<b>8,943.33</b>	<b>65,000.00</b>	<b>56,056.67</b>	<b>14 %</b>
	<b>Fund Total:</b>	<b>99,236.04</b>	<b>429,814.27</b>	<b>1,098,889.00</b>	<b>669,074.73</b>	<b>39 %</b>
60 SOLID WASTE DEPARTMENT						
46000	Interest Revenue					
46000	Interest Revenue	525.82	2,087.17	0.00	-2,087.17	%
46005	Franchise Fees	4,467.33	18,355.86	43,936.00	25,580.14	42 %
46150	Miscellaneous Income	0.00	240.56	0.00	-240.56	%
46151	Refund/Adjustments	0.00	5.38	0.00	-5.38	%
	<b>Account Group Total:</b>	<b>4,993.15</b>	<b>20,688.97</b>	<b>43,936.00</b>	<b>23,247.03</b>	<b>47 %</b>
	<b>Fund Total:</b>	<b>4,993.15</b>	<b>20,688.97</b>	<b>43,936.00</b>	<b>23,247.03</b>	<b>47 %</b>
	<b>Grand Total:</b>	<b>265,650.17</b>	<b>1,112,926.14</b>	<b>4,572,150.00</b>	<b>3,459,223.86</b>	<b>24 %</b>

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	21,544.67	66,504.24	742,631.00	676,126.76	9 %
30 STREET LIGHTING DEPARTMENT	7,062.17	25,353.33	170,438.00	145,084.67	15 %
40 WASTEWATER DEPARTMENT	132,814.14	570,565.33	2,516,256.00	1,945,690.67	23 %
50 WATER DEPARTMENT	99,236.04	429,814.27	1,098,889.00	669,074.73	39 %
60 SOLID WASTE DEPARTMENT	4,993.15	20,688.97	43,936.00	23,247.03	47 %
<b>Grand Total:</b>	<b>265,650.17</b>	<b>1,112,926.14</b>	<b>4,572,150.00</b>	<b>3,459,223.86</b>	<b>24 %</b>

# P10 2025 San Miguel CSD Operating Expenditures Actual vs Budget



Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	19,909.46	52,715.51	139,000.00	139,000.00	86,284.49	38%
	111 BOD Stipend	432.00	864.00	1,000.00	1,000.00	136.00	86%
	120 Workers' Compensation	0.00	10,330.99	44,000.00	44,000.00	33,669.01	23%
	121 Physicals	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	125 Volunteer Firefighter Stipends	13,130.23	45,446.01	117,000.00	117,000.00	71,553.99	39%
	135 Payroll Tax - FICA/SS	798.07	2,685.18	7,500.00	7,500.00	4,814.82	36%
	140 Payroll Tax - Medicare	434.74	1,385.32	4,000.00	4,000.00	2,614.68	35%
	155 Payroll Tax - SUI	36.25	361.70	2,000.00	2,000.00	1,638.30	18%
	160 Payroll Tax - ETT	0.95	9.51	300.00	300.00	290.49	3%
	205 Insurance - Health	3,940.81	7,581.97	15,000.00	15,000.00	7,418.03	51%
	210 Insurance - Dental	59.09	236.32	800.00	800.00	563.68	30%
	215 Insurance - Vision	9.32	37.41	200.00	200.00	162.59	19%
	225 Retirement - PERS Expense	2,079.72	6,297.14	18,000.00	18,000.00	11,702.86	35%
	230 457 ER Contribution Benefit	3,124.11	6,321.58	4,000.00	4,000.00	-2,321.58	158%
	305 Operations & Maintenance	170.82	884.08	5,000.00	5,000.00	4,115.92	18%
	310 Phone & Fax Expense	0.00	296.38	1,200.00	1,200.00	903.62	25%
	315 Postage, Shipping & Freight	23.97	107.63	500.00	500.00	392.37	22%
	319 Legal: P.R.A.s - Professional Svcs	38.00	494.00	500.00	500.00	6.00	99%
	320 Printing & Reproduction	0.00	0.00	500.00	500.00	500.00	0%
	321 IT Services - Professional Svcs	914.16	3,626.64	10,000.00	10,000.00	6,373.36	36%
	323 Auditor - Professional Svcs	540.00	1,890.00	5,000.00	5,000.00	3,110.00	38%
	325 Accounting - Professional Svcs	1,984.50	3,097.93	4,000.00	4,000.00	902.07	77%
	326 Engineering - Professional Svcs	0.00	0.00	3,000.00	3,000.00	3,000.00	0%
	327 Legal: General - Professional Svcs	1,051.90	4,675.68	8,000.00	8,000.00	3,324.32	58%
	328 Insurance - Prop & Liability	0.00	24,414.86	25,000.00	25,000.00	585.14	98%
	333 Legal: HR - Professional Svcs	474.00	3,688.81	2,500.00	2,500.00	-1,188.81	148%
	334 Maintenance Agreements	0.00	2,139.12	2,000.00	2,000.00	-139.12	107%
	335 Meals	0.00	0.00	500.00	500.00	500.00	0%
	340 Meetings and Conferences	520.00	520.00	3,500.00	3,500.00	2,980.00	15%
	341 Space Rental	54.00	357.00	1,000.00	1,000.00	643.00	36%
	345 Mileage Expense Reimbursement	0.00	0.00	500.00	500.00	500.00	0%
	348 Safety Equipment and Supplies	0.00	1,859.74	2,500.00	2,500.00	640.26	74%
	350 Repairs & Maint - Computers	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
	351 Repairs & Maint - Equip	850.00	3,733.01	5,000.00	5,000.00	1,266.99	75%
	352 Repairs & Maint - Structures	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
	354 Repairs & Maint - Vehicles	0.00	792.16	5,000.00	5,000.00	4,207.84	16%
	359 Testing & Supplies - Other	0.00	0.00	500.00	500.00	500.00	0%
	370 Dispatch Services (Fire)	0.00	21,520.86	17,500.00	17,500.00	-4,020.86	123%
	375 Internet Expenses	810.51	1,467.66	2,000.00	2,000.00	532.34	73%
	376 Web Page - Upgrade/Maint	0.00	725.68	1,000.00	1,000.00	274.32	73%
	380 Utilities - Alarm Service	38.00	114.00	500.00	500.00	386.00	23%
	381 Utilities - Electric	-80.37	26.96	2,500.00	2,500.00	2,473.04	1%
	382 Utilities - Propane	0.00	131.51	2,500.00	2,500.00	2,368.49	5%
	384 Utilities - Water/Sewer	282.84	1,142.52	2,000.00	2,000.00	857.48	57%
	385 Dues and Subscriptions	2,535.57	5,624.87	8,500.00	8,500.00	2,875.13	66%
	386 Education and Training	0.00	60.00	7,000.00	7,000.00	6,940.00	1%
	393 Advertising and Public Notices	147.79	265.05	4,000.00	4,000.00	3,734.95	7%
	394 LAFCO Allocations	0.00	2,053.86	7,800.00	7,800.00	5,746.14	26%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
395	Community Outreach	0.00	0.00	6,000.00	6,000.00	6,000.00	0%
405	Software	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
410	Office Supplies	37.77	122.46	2,000.00	2,000.00	1,877.54	6%
445	CPR/FIRST AID TRAINING MATERIAL	0.00	0.00	500.00	500.00	500.00	0%
450	EMS Supplies	106.07	624.52	3,000.00	3,000.00	2,375.48	21%
455	Fire Safety Gear & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
456	Fire Grants	0.00	0.00	53,000.00	53,000.00	53,000.00	0%
457	CFF Grant - California Fire Grant	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
458	Grants- Professional Services	0.00	637.50	7,000.00	7,000.00	6,362.50	9%
465	Cell phones, Radios and Pagers	280.79	873.65	1,000.00	1,000.00	126.35	87%
470	Communication Equipment	582.84	823.03	2,000.00	2,000.00	1,176.97	41%
475	Computer Supplies & Upgrades	0.00	1,064.44	4,000.00	4,000.00	2,935.56	27%
485	Fuel Expense	167.45	2,077.24	6,500.00	6,500.00	4,422.76	32%
490	Small Tools & Equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
495	Uniform Expense	0.00	1,605.26	4,000.00	4,000.00	2,394.74	40%
502	Capital Outlay- Fire	0.00	0.00	14,127.00	14,127.00	14,127.00	0%
503	Weed Abatement Costs	0.00	0.00	6,000.00	6,000.00	6,000.00	0%
510	Fire Station Renovation	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
511	Fire- Temp Housing Unit	0.00	1,855.12	0.00	0.00	-1,855.12	0%
512	Fire- Escrow Temp Housing Unit	0.00	3,216.00	0.00	0.00	-3,216.00	0%
710	County Hazmat Dues	2,210.00	2,210.00	3,000.00	3,000.00	790.00	74%
820	Fireworks Clean Up	0.00	0.00	500.00	500.00	500.00	0%
949	Lease agreements	0.00	0.00	8,000.00	8,000.00	8,000.00	0%
960	Property Tax Expense	0.00	0.00	200.00	200.00	200.00	0%
981	Debt Svcs Equipt - Principle	0.00	36,397.19	38,000.00	38,000.00	1,602.81	96%
982	Debt Svcs Equipt - Interest	0.00	10,685.50	10,000.00	10,000.00	-685.50	107%
983	Debt Svcs Structure- Principle	0.00	6,486.41	24,000.00	24,000.00	17,513.59	27%
984	Debt Svcs Structure - Interest	0.00	3,663.20	11,000.00	11,000.00	7,336.80	33%
990	Retirement/Health Ins Liability	0.00	1,402.67	3,500.00	3,500.00	2,097.33	40%
	<b>Account Total:</b>	<b>57,695.36</b>	<b>293,726.84</b>	<b>742,127.00</b>	<b>742,127.00</b>	<b>448,400.16</b>	<b>40%</b>
	<b>Account Group Total:</b>	<b>57,695.36</b>	<b>293,726.84</b>	<b>742,127.00</b>	<b>742,127.00</b>	<b>448,400.16</b>	<b>40%</b>
	<b>Fund Total:</b>	<b>57,695.36</b>	<b>293,726.84</b>	<b>742,127.00</b>	<b>742,127.00</b>	<b>448,400.16</b>	<b>40%</b>
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000	Lighting						
105	Salaries and Wages	2,046.99	5,569.50	21,470.00	21,470.00	15,900.50	26%
111	BOD Stipend	49.00	99.00	144.00	144.00	45.00	69%
120	Workers' Compensation	0.00	88.21	50.00	50.00	-38.21	176%
121	Physicals	0.00	0.00	50.00	50.00	50.00	0%
135	Payroll Tax - FICA/SS	1.75	4.87	55.00	55.00	50.13	9%
140	Payroll Tax - Medicare	25.59	77.30	308.00	308.00	230.70	25%
155	Payroll Tax - SUI	1.05	2.93	73.00	73.00	70.07	4%
160	Payroll Tax - ETT	0.03	0.09	23.00	23.00	22.91	0%
205	Insurance - Health	400.48	869.75	3,260.00	3,260.00	2,390.25	27%
210	Insurance - Dental	8.27	24.95	137.00	137.00	112.05	18%
215	Insurance - Vision	1.34	4.10	21.00	21.00	16.90	20%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
225	Retirement - PERS Expense	201.16	776.32	2,311.00	2,311.00	1,534.68	34%
230	457 ER Contribution Benefit	211.08	229.30	400.00	400.00	170.70	57%
305	Operations & Maintenance	8.42	34.98	1,500.00	1,500.00	1,465.02	2%
310	Phone & Fax Expense	0.00	29.43	500.00	500.00	470.57	6%
315	Postage, Shipping & Freight	0.00	0.62	100.00	100.00	99.38	1%
319	Legal: P.R.A.s - Professional Svcs	0.00	0.00	150.00	150.00	150.00	0%
320	Printing & Reproduction	0.00	0.00	150.00	150.00	150.00	0%
321	IT Services - Professional Svcs	90.89	363.56	1,365.00	1,365.00	1,001.44	27%
323	Auditor - Professional Svcs	60.00	210.00	800.00	800.00	590.00	26%
325	Accounting - Professional Svcs	220.50	322.82	800.00	800.00	477.18	40%
326	Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
327	Legal: General - Professional Svcs	81.98	344.67	3,000.00	3,000.00	2,655.33	11%
328	Insurance - Prop & Liability	0.00	2,712.77	2,500.00	2,500.00	-212.77	109%
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0%
330	Contract Labor	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
331	Legal: SMEA - Professional Svcs	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
333	Legal: HR - Professional Svcs	0.00	140.92	1,500.00	1,500.00	1,359.08	9%
334	Maintenance Agreements	0.00	253.50	1,760.00	1,760.00	1,506.50	14%
335	Meals	0.00	0.00	150.00	150.00	150.00	0%
340	Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0%
341	Space Rental	6.00	39.00	150.00	150.00	111.00	26%
345	Mileage Expense Reimbursement	0.00	0.00	150.00	150.00	150.00	0%
348	Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
350	Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0%
351	Repairs & Maint - Equip	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
352	Repairs & Maint - Structures	0.00	0.00	500.00	500.00	500.00	0%
353	Repairs & Maint - Infrastructure	0.00	9,514.56	18,000.00	18,000.00	8,485.44	53%
354	Repairs & Maint - Vehicles	0.00	0.00	500.00	500.00	500.00	0%
375	Internet Expenses	190.75	328.67	700.00	700.00	371.33	47%
376	Web Page - Upgrade/Maint	0.00	127.29	150.00	150.00	22.71	85%
381	Utilities - Electric	1,346.72	5,535.12	20,000.00	20,000.00	14,464.88	28%
384	Utilities - Water/Sewer	480.36	2,502.49	7,500.00	7,500.00	4,997.51	33%
385	Dues and Subscriptions	281.73	281.73	800.00	800.00	518.27	35%
386	Education and Training	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0%
394	LAFCO Allocations	0.00	2,053.86	2,000.00	2,000.00	-53.86	103%
395	Community Outreach	0.00	0.00	150.00	150.00	150.00	0%
410	Office Supplies	4.20	11.15	500.00	500.00	488.85	2%
465	Cell phones, Radios and Pagers	16.59	70.94	250.00	250.00	179.06	28%
475	Computer Supplies & Upgrades	0.00	9.03	0.00	0.00	-9.03	0%
485	Fuel Expense	0.00	0.00	200.00	200.00	200.00	0%
490	Small Tools & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
495	Uniform Expense	0.00	0.00	100.00	100.00	100.00	0%
500	Capital Outlay	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
715	Licenses, Permits and Fees	0.00	0.00	200.00	200.00	200.00	0%
925	Bank Fees	0.00	0.00	25.00	25.00	25.00	0%
940	Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0%
949	Lease agreements	110.00	440.00	2,500.00	2,500.00	2,060.00	18%
990	Retirement/Health Ins Liability	0.00	126.63	700.00	700.00	573.37	18%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	<b>Account Total:</b>	<b>5,844.88</b>	<b>33,200.06</b>	<b>170,302.00</b>	<b>170,302.00</b>	<b>137,101.94</b>	<b>19%</b>
	<b>Account Group Total:</b>	<b>5,844.88</b>	<b>33,200.06</b>	<b>170,302.00</b>	<b>170,302.00</b>	<b>137,101.94</b>	<b>19%</b>
	<b>Fund Total:</b>	<b>5,844.88</b>	<b>33,200.06</b>	<b>170,302.00</b>	<b>170,302.00</b>	<b>137,101.94</b>	<b>19%</b>
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	23,977.77	63,402.76	290,000.00	290,000.00	226,597.24	22%
	111 BOD Stipend	648.00	1,296.00	1,632.00	1,632.00	336.00	79%
	120 Workers' Compensation	0.00	9,395.33	15,000.00	15,000.00	5,604.67	63%
	121 Physicals	0.00	95.00	150.00	150.00	55.00	63%
	135 Payroll Tax - FICA/SS	22.30	62.44	1,151.00	1,151.00	1,088.56	5%
	140 Payroll Tax - Medicare	302.78	878.17	4,898.00	4,898.00	4,019.83	18%
	150 Payroll Tax - SDI	0.00	0.00	235.00	235.00	235.00	0%
	155 Payroll Tax - SUI	13.70	38.36	1,354.00	1,354.00	1,315.64	3%
	160 Payroll Tax - ETT	0.37	1.03	335.00	335.00	333.97	0%
	205 Insurance - Health	4,458.41	9,569.65	65,111.00	65,111.00	55,541.35	15%
	210 Insurance - Dental	110.67	339.13	2,843.00	2,843.00	2,503.87	12%
	215 Insurance - Vision	17.77	53.91	365.00	365.00	311.09	15%
	225 Retirement - PERS Expense	2,189.29	8,078.71	31,762.00	31,762.00	23,683.29	25%
	230 457 ER Contribution Benefit	1,939.73	2,277.03	2,090.00	2,090.00	-187.03	109%
	305 Operations & Maintenance	215.39	678.84	10,000.00	10,000.00	9,321.16	7%
	310 Phone & Fax Expense	0.00	312.30	1,200.00	1,200.00	887.70	26%
	315 Postage, Shipping & Freight	0.00	5.86	400.00	400.00	394.14	1%
	319 Legal: P.R.A.s - Professional Svcs	0.00	38.00	1,000.00	1,000.00	962.00	4%
	320 Printing & Reproduction	0.00	0.00	500.00	500.00	500.00	0%
	321 IT Services - Professional Svcs	882.28	3,469.92	14,700.00	14,700.00	11,230.08	24%
	323 Auditor - Professional Svcs	560.00	1,960.00	5,000.00	5,000.00	3,040.00	39%
	325 Accounting - Professional Svcs	2,058.00	3,007.20	5,000.00	5,000.00	1,992.80	60%
	326 Engineering - Professional Svcs	0.00	13,428.25	20,000.00	20,000.00	6,571.75	67%
	327 Legal: General - Professional Svcs	2,799.84	8,612.69	20,000.00	20,000.00	11,387.31	43%
	328 Insurance - Prop & Liability	0.00	23,621.87	27,000.00	27,000.00	3,378.13	87%
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0%
	330 Contract Labor	0.00	250.00	5,000.00	5,000.00	4,750.00	5%
	331 Legal: SMEA - Professional Svcs	58.12	216.12	3,500.00	3,500.00	3,283.88	6%
	333 Legal: HR - Professional Svcs	135.49	2,333.23	5,000.00	5,000.00	2,666.77	47%
	334 Maintenance Agreements	0.00	6,718.57	7,500.00	7,500.00	781.43	90%
	335 Meals	0.00	0.00	150.00	150.00	150.00	0%
	340 Meetings and Conferences	0.00	0.00	500.00	500.00	500.00	0%
	341 Space Rental	56.00	372.00	1,500.00	1,500.00	1,128.00	25%
	345 Mileage Expense Reimbursement	0.00	173.60	500.00	500.00	326.40	35%
	348 Safety Equipment and Supplies	519.37	765.92	2,000.00	2,000.00	1,234.08	38%
	349 Repairs & Maint - Mission Gardens	2,145.89	3,942.17	10,000.00	10,000.00	6,057.83	39%
	350 Repairs & Maint - Computers	0.00	0.00	1,600.00	1,600.00	1,600.00	0%
	351 Repairs & Maint - Equip	3,694.46	7,292.30	5,000.00	5,000.00	-2,292.30	146%
	352 Repairs & Maint - Structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
	353 Repairs & Maint - Infrastructure	609.12	841.62	10,000.00	10,000.00	9,158.38	8%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
354	Repairs & Maint - Vehicles	0.00	1,378.65	5,000.00	5,000.00	3,621.35	28%
355	Testing & Supplies (WWTP)	1,857.27	6,722.27	45,000.00	45,000.00	38,277.73	15%
361	Contract Operations	0.00	23,170.99	80,000.00	80,000.00	56,829.01	29%
374	CSD Utilities - Billing Services	337.12	1,012.67	4,250.00	4,250.00	3,237.33	24%
375	Internet Expenses	1,836.79	3,438.12	12,000.00	12,000.00	8,561.88	29%
376	Web Page - Upgrade/Maint	0.00	1,440.08	1,500.00	1,500.00	59.92	96%
379	Utilities - Electric Mission	42.12	345.49	1,500.00	1,500.00	1,154.51	23%
380	Utilities - Alarm Service	55.00	165.00	850.00	850.00	685.00	19%
381	Utilities - Electric	9,114.13	45,111.62	125,000.00	125,000.00	79,888.38	36%
382	Utilities - Propane	0.00	38.00	150.00	150.00	112.00	25%
383	Utilities - Trash	59.65	238.60	1,000.00	1,000.00	761.40	24%
384	Utilities - Water/Sewer	93.00	353.05	3,500.00	3,500.00	3,146.95	10%
385	Dues and Subscriptions	2,629.48	2,629.48	5,000.00	5,000.00	2,370.52	53%
386	Education and Training	0.00	55.00	2,500.00	2,500.00	2,445.00	2%
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
394	LAFCO Allocations	0.00	2,053.86	2,500.00	2,500.00	446.14	82%
395	Community Outreach	0.00	102.60	1,000.00	1,000.00	897.40	10%
396	Utilities - SoCal Gas	20.20	75.97	500.00	500.00	424.03	15%
410	Office Supplies	39.16	129.09	2,000.00	2,000.00	1,870.91	6%
432	Utility Rate Design Study	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
465	Cell phones, Radios and Pagers	149.60	639.13	2,400.00	2,400.00	1,760.87	27%
475	Computer Supplies & Upgrades	96.65	851.06	1,000.00	1,000.00	148.94	85%
485	Fuel Expense	391.96	849.00	6,000.00	6,000.00	5,151.00	14%
490	Small Tools & Equipment	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
495	Uniform Expense	0.00	79.36	1,500.00	1,500.00	1,420.64	5%
545	Sewer System Mgmt Plan (SSMP)	0.00	0.00	15,000.00	25,000.00	25,000.00	0%
546	Master Plans	0.00	10,643.75	65,000.00	65,000.00	54,356.25	16%
560	Sewer Line Repairs	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
580	Mission Gardens Lift Station	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
582	WWTP Plant Maintenance	13,761.56	24,938.61	60,000.00	60,000.00	35,061.39	42%
583	WWTF Drying Pond Maintenance	0.00	35,758.41	25,000.00	25,000.00	-10,758.41	143%
584	WWTP Perc Ponds	14,325.00	14,325.00	0.00	0.00	-14,325.00	0%
585	Sludge Removal Project	0.00	17,550.00	25,000.00	25,000.00	7,450.00	70%
587	WWTF Final Design/Construction	4,000.00	115,481.22	150,000.00	150,000.00	34,518.78	77%
651	Regulatory Compliance	0.00	15,735.15	80,000.00	80,000.00	64,264.85	20%
705	Waste Discharge Fees/Permits	0.00	1,367.50	45,000.00	45,000.00	43,632.50	3%
715	Licenses, Permits and Fees	0.00	974.50	6,000.00	6,000.00	5,025.50	16%
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0%
908	Cash Over/Cash Short	0.00	-0.93	100.00	100.00	100.93	-1%
925	Bank Fees	31.00	62.00	100.00	100.00	38.00	62%
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0%
949	Lease agreements	990.00	3,960.00	18,000.00	18,000.00	14,040.00	22%
950	WWTF Exp MBR	0.00	0.00	500,000.00	500,000.00	500,000.00	0%
960	Property Tax Expense	0.00	0.00	150.00	150.00	150.00	0%
963	Collection System Projects	0.00	11,178.50	100,000.00	100,000.00	88,821.50	11%
964	Septic to Sewer Project	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
970	WWTF Long Term Maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0%
971	Loan Principal Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0%
972	Loan Interest Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
990	Retirement/Health Ins Liability	0.00	11,889.38	40,000.00	40,000.00	28,110.62	30%
	<b>Account Total:</b>	<b>97,244.44</b>	<b>528,270.16</b>	<b>2,515,776.00</b>	<b>2,525,776.00</b>	<b>1,997,505.84</b>	<b>21%</b>
	<b>Account Group Total:</b>	<b>97,244.44</b>	<b>528,270.16</b>	<b>2,515,776.00</b>	<b>2,525,776.00</b>	<b>1,997,505.84</b>	<b>21%</b>
	<b>Fund Total:</b>	<b>97,244.44</b>	<b>528,270.16</b>	<b>2,515,776.00</b>	<b>2,525,776.00</b>	<b>1,997,505.84</b>	<b>21%</b>
50 WATER DEPARTMENT							
65000 Water							
65000	Water						
105	Salaries and Wages	34,574.07	91,023.19	221,238.00	221,238.00	130,214.81	41%
111	BOD Stipend	643.00	1,287.00	2,064.00	2,064.00	777.00	62%
120	Workers' Compensation	0.00	5,948.83	8,500.00	8,500.00	2,551.17	70%
121	Physicals	0.00	95.00	150.00	150.00	55.00	63%
135	Payroll Tax - FICA/SS	22.18	62.08	1,179.00	1,179.00	1,116.92	5%
140	Payroll Tax - Medicare	429.39	1,257.27	4,302.00	4,302.00	3,044.73	29%
150	Payroll Tax - SDI	0.00	0.00	250.00	250.00	250.00	0%
155	Payroll Tax - SUI	13.62	38.12	1,206.00	1,206.00	1,167.88	3%
160	Payroll Tax - ETT	0.37	1.03	237.00	237.00	235.97	0%
205	Insurance - Health	6,484.62	15,945.89	25,208.00	25,208.00	9,262.11	63%
210	Insurance - Dental	145.21	477.25	881.00	881.00	403.75	54%
215	Insurance - Vision	23.22	75.74	152.00	152.00	76.26	50%
225	Retirement - PERS Expense	2,832.78	9,975.37	24,168.00	24,168.00	14,192.63	41%
230	457 ER Contribution Benefit	1,988.90	2,431.93	2,104.00	2,104.00	-327.93	116%
305	Operations & Maintenance	139.29	1,736.01	8,000.00	8,000.00	6,263.99	22%
310	Phone & Fax Expense	0.00	312.29	1,200.00	1,200.00	887.71	26%
315	Postage, Shipping & Freight	0.00	86.38	425.00	425.00	338.62	20%
319	Legal: P.R.A.s - Professional Svcs	0.00	38.00	500.00	500.00	462.00	8%
320	Printing & Reproduction	0.00	0.00	500.00	500.00	500.00	0%
321	IT Services - Professional Svcs	1,234.09	4,895.36	14,000.00	14,000.00	9,104.64	35%
323	Auditor - Professional Svcs	800.00	2,800.00	4,300.00	4,300.00	1,500.00	65%
324	GSA-GSP - Professional Svcs	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
325	Accounting - Professional Svcs	2,940.00	4,228.50	4,500.00	4,500.00	271.50	94%
326	Engineering - Professional Svcs	7,394.75	11,595.75	35,000.00	35,000.00	23,404.25	33%
327	Legal: General - Professional Svcs	1,163.96	5,531.50	25,000.00	25,000.00	19,468.50	22%
328	Insurance - Prop & Liability	0.00	34,472.93	26,000.00	26,000.00	-8,472.93	133%
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0%
330	Contract Labor	0.00	250.00	5,000.00	5,000.00	4,750.00	5%
331	Legal: SMEA - Professional Svcs	58.12	216.12	3,500.00	3,500.00	3,283.88	6%
332	Legal: Steinbeck & Water -	1,869.70	44,238.31	25,000.00	25,000.00	-19,238.31	177%
333	Legal: HR - Professional Svcs	135.49	2,311.69	8,000.00	8,000.00	5,688.31	29%
334	Maintenance Agreements	0.00	7,669.29	6,500.00	6,500.00	-1,169.29	118%
335	Meals	0.00	0.00	100.00	100.00	100.00	0%
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
341	Space Rental	80.00	504.00	1,500.00	1,500.00	996.00	34%
345	Mileage Expense Reimbursement	0.00	0.00	250.00	250.00	250.00	0%
348	Safety Equipment and Supplies	519.38	765.93	1,500.00	1,500.00	734.07	51%
350	Repairs & Maint - Computers	76.11	76.11	1,500.00	1,500.00	1,423.89	5%
351	Repairs & Maint - Equip	628.58	7,570.10	5,000.00	5,000.00	-2,570.10	151%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
352	Repairs & Maint - Structures	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
353	Repairs & Maint - Infrastructure	4,601.48	13,500.06	50,000.00	50,000.00	36,499.94	27%
354	Repairs & Maint - Vehicles	0.00	1,414.67	4,500.00	4,500.00	3,085.33	31%
356	Testing & Supplies - Well #3	913.37	974.47	3,500.00	3,500.00	2,525.53	28%
357	Testing & Supplies - Well #4	913.37	2,264.00	3,500.00	3,500.00	1,236.00	65%
358	Testing & Supplies - SLT Well	1,386.87	2,093.47	5,000.00	5,000.00	2,906.53	42%
359	Testing & Supplies - Other	0.00	4,526.22	6,000.00	6,000.00	1,473.78	75%
361	Contract Operations	0.00	13,764.11	80,000.00	80,000.00	66,235.89	17%
362	Cross-Connection Control Srvcs.	664.10	1,156.80	1,500.00	1,500.00	343.20	77%
374	CSD Utilities - Billing Services	337.13	1,012.70	4,000.00	4,000.00	2,987.30	25%
375	Internet Expenses	2,613.41	4,451.58	14,000.00	14,000.00	9,548.42	32%
376	Web Page - Upgrade/Maint	0.00	1,823.26	1,500.00	1,500.00	-323.26	122%
380	Utilities - Alarm Service	55.00	165.00	1,000.00	1,000.00	835.00	17%
381	Utilities - Electric	6,668.64	30,970.10	75,000.00	75,000.00	44,029.90	41%
382	Utilities - Propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
383	Utilities - Trash	59.66	238.64	600.00	600.00	361.36	40%
384	Utilities - Water/Sewer	211.40	820.90	2,000.00	2,000.00	1,179.10	41%
385	Dues and Subscriptions	3,756.40	3,756.40	6,500.00	6,500.00	2,743.60	58%
386	Education and Training	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
394	LAFCO Allocations	0.00	2,053.86	1,800.00	1,800.00	-253.86	114%
395	Community Outreach	0.00	102.60	1,200.00	1,200.00	1,097.40	9%
396	Utilities - SoCal Gas	42.59	160.94	1,000.00	1,000.00	839.06	16%
405	Software	0.00	7,022.20	0.00	0.00	-7,022.20	0%
410	Office Supplies	55.94	123.68	1,000.00	1,000.00	876.32	12%
465	Cell phones, Radios and Pagers	149.30	638.61	2,250.00	2,250.00	1,611.39	28%
475	Computer Supplies & Upgrades	96.66	887.22	2,500.00	2,500.00	1,612.78	35%
481	Chemicals- Well #3	0.00	1,322.88	4,000.00	4,000.00	2,677.12	33%
482	Chemicals- Well #4	0.00	1,441.08	5,000.00	5,000.00	3,558.92	29%
483	Chemicals- SLT Well	0.00	523.05	3,000.00	3,000.00	2,476.95	17%
485	Fuel Expense	391.96	848.98	5,000.00	5,000.00	4,151.02	17%
490	Small Tools & Equipment	0.00	0.00	3,000.00	3,000.00	3,000.00	0%
495	Uniform Expense	0.00	79.36	1,500.00	1,500.00	1,420.64	5%
516	Water Projects Well 3	4,487.64	6,096.09	0.00	0.00	-6,096.09	0%
517	Water Projects Well 4	4,487.64	6,272.50	0.00	0.00	-6,272.50	0%
518	Water Projects SLT Well	4,487.64	6,096.09	0.00	0.00	-6,096.09	0%
520	Water Main Valves Replacement	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
525	Water Meter Replacement	0.00	1,164.71	20,000.00	20,000.00	18,835.29	6%
546	Master Plans	0.00	4,292.00	65,000.00	65,000.00	60,708.00	7%
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
651	Regulatory Compliance	0.00	2,879.82	60,000.00	60,000.00	57,120.18	5%
715	Licenses, Permits and Fees	0.00	974.50	7,000.00	7,000.00	6,025.50	14%
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0%
925	Bank Fees	30.00	60.00	100.00	100.00	40.00	60%
930	Interest Fees	0.00	21,423.03	60,000.00	60,000.00	38,576.97	36%
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0%
949	Lease agreements	990.00	3,960.00	12,000.00	12,000.00	8,040.00	33%
961	SLT Tank and Booster Pump Project	0.00	351.68	0.00	0.00	-351.68	0%
962	0.65 MG Tank	0.00	0.00	0.00	24,979.00	24,979.00	0%
966	Reimbursable Engineering	0.00	2,105.50	0.00	0.00	-2,105.50	0%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	990 Retirement/Health Ins Liability	0.00	12,395.90	36,125.00	36,125.00	23,729.10	34%
	<b>Account Total:</b>	<b>101,597.03</b>	<b>424,125.63</b>	<b>1,099,289.00</b>	<b>1,124,268.00</b>	<b>700,142.37</b>	<b>38%</b>
	<b>Account Group Total:</b>	<b>101,597.03</b>	<b>424,125.63</b>	<b>1,099,289.00</b>	<b>1,124,268.00</b>	<b>700,142.37</b>	<b>38%</b>
	<b>Fund Total:</b>	<b>101,597.03</b>	<b>424,125.63</b>	<b>1,099,289.00</b>	<b>1,124,268.00</b>	<b>700,142.37</b>	<b>38%</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	66000 SOLID WASTE						
	105 Salaries and Wages	1,939.91	5,279.16	13,500.00	13,500.00	8,220.84	39%
	111 BOD Stipend	28.00	54.00	144.00	144.00	90.00	38%
	120 Workers' Compensation	0.00	84.69	100.00	100.00	15.31	85%
	121 Physicals	0.00	0.00	50.00	50.00	50.00	0%
	135 Payroll Tax - FICA/SS	0.86	2.46	55.00	55.00	52.54	4%
	140 Payroll Tax - Medicare	24.06	72.83	285.00	285.00	212.17	26%
	155 Payroll Tax - SUI	0.54	1.54	75.00	75.00	73.46	2%
	160 Payroll Tax - ETT	0.00	0.00	21.00	21.00	21.00	0%
	205 Insurance - Health	380.51	808.25	2,954.00	2,954.00	2,145.75	27%
	210 Insurance - Dental	7.79	23.19	125.00	125.00	101.81	19%
	215 Insurance - Vision	1.27	3.64	20.00	20.00	16.36	18%
	225 Retirement - PERS Expense	193.94	754.32	2,144.00	2,144.00	1,389.68	35%
	230 457 ER Contribution Benefit	210.45	228.25	400.00	400.00	171.75	57%
	305 Operations & Maintenance	8.40	30.43	1,500.00	1,500.00	1,469.57	2%
	310 Phone & Fax Expense	0.00	29.43	500.00	500.00	470.57	6%
	315 Postage, Shipping & Freight	0.00	0.42	75.00	75.00	74.58	1%
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	50.00	50.00	50.00	0%
	320 Printing & Reproduction	0.00	0.00	50.00	50.00	50.00	0%
	321 IT Services - Professional Svcs	60.98	243.92	1,500.00	1,500.00	1,256.08	16%
	323 Auditor - Professional Svcs	40.00	140.00	800.00	800.00	660.00	18%
	325 Accounting - Professional Svcs	147.00	221.05	500.00	500.00	278.95	44%
	327 Legal: General - Professional Svcs	65.57	372.89	4,000.00	4,000.00	3,627.11	9%
	328 Insurance - Prop & Liability	0.00	1,808.51	2,500.00	2,500.00	691.49	72%
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0%
	331 Legal: SMEA - Professional Svcs	0.00	0.00	500.00	500.00	500.00	0%
	333 Legal: HR - Professional Svcs	0.00	119.37	500.00	500.00	380.63	24%
	334 Maintenance Agreements	0.00	174.27	1,600.00	1,600.00	1,425.73	11%
	341 Space Rental	4.00	28.00	150.00	150.00	122.00	19%
	345 Mileage Expense Reimbursement	0.00	0.00	50.00	50.00	50.00	0%
	348 Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0%
	350 Repairs & Maint - Computers	0.00	0.00	200.00	200.00	200.00	0%
	351 Repairs & Maint - Equip	0.00	7,697.24	250.00	250.00	-7,447.24	3079%
	352 Repairs & Maint - Structures	0.00	0.00	100.00	100.00	100.00	0%
	353 Repairs & Maint - Infrastructure	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
	354 Repairs & Maint - Vehicles	0.00	0.00	150.00	150.00	150.00	0%
	375 Internet Expenses	190.75	328.68	600.00	600.00	271.32	55%
	376 Web Page - Upgrade/Maint	0.00	126.86	150.00	150.00	23.14	85%
	385 Dues and Subscriptions	187.82	187.82	550.00	550.00	362.18	34%
	386 Education and Training	0.00	0.00	200.00	200.00	200.00	0%

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 10 / 25

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
393	Advertising and Public Notices	0.00	115.84	150.00	150.00	34.16	77%
394	LAFCO Allocations	0.00	2,053.85	1,800.00	1,800.00	-253.85	114%
395	Community Outreach	153.00	153.00	250.00	250.00	97.00	61%
410	Office Supplies	2.80	7.44	50.00	50.00	42.56	15%
465	Cell phones, Radios and Pagers	16.59	71.06	275.00	275.00	203.94	26%
475	Computer Supplies & Upgrades	0.00	6.02	150.00	150.00	143.98	4%
485	Fuel Expense	0.00	0.00	100.00	100.00	100.00	0%
490	Small Tools & Equipment	0.00	0.00	100.00	100.00	100.00	0%
495	Uniform Expense	0.00	0.00	150.00	150.00	150.00	0%
940	Bank Service Charges	0.00	0.00	25.00	25.00	25.00	0%
949	Lease agreements	110.00	440.00	1,325.00	1,325.00	885.00	33%
990	Retirement/Health Ins Liability	0.00	84.42	650.00	650.00	565.58	13%
	<b>Account Total:</b>	<b>3,774.24</b>	<b>21,752.85</b>	<b>43,923.00</b>	<b>43,923.00</b>	<b>22,170.15</b>	<b>50%</b>
	<b>Account Group Total:</b>	<b>3,774.24</b>	<b>21,752.85</b>	<b>43,923.00</b>	<b>43,923.00</b>	<b>22,170.15</b>	<b>50%</b>
	<b>Fund Total:</b>	<b>3,774.24</b>	<b>21,752.85</b>	<b>43,923.00</b>	<b>43,923.00</b>	<b>22,170.15</b>	<b>50%</b>
	<b>Grand Total:</b>	<b>266,155.95</b>	<b>1,301,075.54</b>	<b>4,571,417.00</b>	<b>4,606,396.00</b>	<b>3,305,320.46</b>	<b>28%</b>

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 10/25

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>20 FIRE PROTECTION DEPARTMENT</b>						
10205 OPERATING CASH - 5 STAR	112,207.00	19,386.97	80.37	0.00	51,561.80	80,112.54
10215 OP CASH MMKT - 5 STAR	250,354.29	898.12	0.00	0.00	0.00	251,252.41
10255 PAYROLL - 5 STAR	5,549.39	0.00	37,740.82	0.00	37,740.82	5,549.39
10345 OPERATIONAL RESERVE - 5	107,156.06	384.57	0.00	0.00	0.00	107,540.63
10355 CAPITAL RESERVE - 5 STAR	244,790.51	878.52	0.00	0.00	0.00	245,669.03
<b>Total Fund</b>	<b>720,057.25</b>	<b>21,548.18</b>	<b>37,821.19</b>		<b>89,302.62</b>	<b>690,124.00</b>
<b>30 STREET LIGHTING DEPARTMENT</b>						
10205 OPERATING CASH - 5 STAR	144,129.47	5,967.12	0.00	0.00	5,301.60	144,794.99
10215 OP CASH MMKT - 5 STAR	258,509.20	927.38	0.00	0.00	0.00	259,436.58
10255 PAYROLL - 5 STAR	218.92	0.00	2,403.46	0.00	2,403.46	218.92
10345 OPERATIONAL RESERVE - 5	63,875.35	229.24	0.00	0.00	0.00	64,104.59
10355 CAPITAL RESERVE - 5 STAR	47,993.62	172.24	0.00	0.00	0.00	48,165.86
10459 CAMBRIDGE INV- LIGHT RESV	168,932.51	81.90	0.00	0.00	0.00	169,014.41
10460 CAMBRIDGE INV- LIGHT CAP	396,868.73	9.33	0.00	324.65	0.00	396,553.41
<b>Total Fund</b>	<b>1,080,527.80</b>	<b>7,387.21</b>	<b>2,403.46</b>	<b>324.65</b>	<b>7,705.06</b>	<b>1,082,288.76</b>
<b>40 WASTEWATER DEPARTMENT</b>						
10000 CASH DRAWER	250.00	0.00	0.00	0.00	0.00	250.00
10205 OPERATING CASH - 5 STAR	588,320.38	149,580.75	253.17	34.69	91,265.38	646,854.23
10215 OP CASH MMKT - 5 STAR	907,425.24	3,255.31	0.00	0.00	0.00	910,680.55
10255 PAYROLL - 5 STAR	1,465.47	0.00	27,702.73	0.00	27,702.73	1,465.47
10265 LONG TERM MAINT. - 5 STAR	10,766.83	38.64	0.00	0.00	0.00	10,805.47
10345 OPERATIONAL RESERVE - 5	349,014.25	1,252.57	0.00	0.00	0.00	350,266.82
10355 CAPITAL RESERVE - 5 STAR	330,162.14	1,184.92	0.00	0.00	0.00	331,347.06
10451 CALTRUST	726,649.35	2,588.62	0.00	0.00	0.00	729,237.97
10457 CAMBRIDGE INV- WW CAPITAL	339,278.01	3.22	0.00	80.10	0.00	339,201.13
10458 CAMBRIDGE INV- WW LT MAINT	858,239.46	4,606.87	0.00	252.16	0.00	862,594.17
<b>Total Fund</b>	<b>4,111,571.13</b>	<b>162,510.90</b>	<b>27,955.90</b>	<b>366.95</b>	<b>118,968.11</b>	<b>4,182,702.87</b>
<b>50 WATER DEPARTMENT</b>						
10000 CASH DRAWER	250.00	0.00	0.00	0.00	0.00	250.00
10150 Cash in SLO County	67,327.04	0.00	0.00	0.00	0.00	67,327.04
10205 OPERATING CASH - 5 STAR	56,725.00	110,854.40	89.22	45.48	93,530.93	74,092.21
10215 OP CASH MMKT - 5 STAR	147,506.21	529.16	0.00	0.00	0.00	148,035.37
10255 PAYROLL - 5 STAR	1,587.24	0.00	38,748.87	0.00	38,748.87	1,587.24
10345 OPERATIONAL RESERVE - 5	93,845.52	336.80	0.00	0.00	0.00	94,182.32
10355 CAPITAL RESERVE - 5 STAR	39,107.46	140.35	0.00	0.00	0.00	39,247.81
10405 USDA RESERVE - 5 STAR	73,421.81	263.50	0.00	0.00	0.00	73,685.31
10456 CAMBRIDGE INV- W CAPITAL	168,932.51	81.90	0.00	0.00	0.00	169,014.41
<b>Total Fund</b>	<b>648,702.79</b>	<b>112,206.11</b>	<b>38,838.09</b>	<b>45.48</b>	<b>132,279.80</b>	<b>667,421.71</b>
<b>60 SOLID WASTE DEPARTMENT</b>						
10205 OPERATING CASH - 5 STAR	42,257.18	422.37	0.00	0.00	3,261.13	39,418.42
10215 OP CASH MMKT - 5 STAR	42,056.24	4,210.60	0.00	0.00	0.00	46,266.84
10255 PAYROLL - 5 STAR	28.98	0.00	2,274.22	0.00	2,274.22	28.98
10345 OPERATIONAL RESERVE - 5	76,355.09	274.03	0.00	0.00	0.00	76,629.12
10355 CAPITAL RESERVE - 5 STAR	24,076.16	86.41	0.00	0.00	0.00	24,162.57
<b>Total Fund</b>	<b>184,773.65</b>	<b>4,993.41</b>	<b>2,274.22</b>		<b>5,535.35</b>	<b>186,505.93</b>

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
71 PAYROLL CLEARING FUND						
10255 PAYROLL - 5 STAR	0.00	48.31	108,870.10	108,918.41	0.00	0.00
73 CLAIMS CLEARING FUND						
10200 *OPERATING CASH - PREMIER	53.17	0.00	0.00	0.00	0.00	53.17
10205 OPERATING CASH - 5 STAR	131,628.35	0.00	135,627.98	34,007.69	0.00	233,248.64
<b>Total Fund</b>	<b>131,681.52</b>		<b>135,627.98</b>	<b>34,007.69</b>		<b>233,301.81</b>
<b>Totals</b>	<b>6,877,314.14</b>	<b>308,694.12</b>	<b>353,790.94</b>	<b>143,663.18</b>	<b>353,790.94</b>	<b>7,042,345.08</b>

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

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

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

10/31/2025



	SECURITY	TYPE	PRICE	COUPON	AMOUNT	YIELDS AVG YIELD	ANNUAL CASH FLOW	MATURITY DATE	FDIC CERT #	SETTLE DATE	MARKET VALUE AS OF REPORT	PORTFOLIO %
Lighting - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	3.86%	\$ 2,685.12	3.84%	\$ 103.65				\$ 2,685.12	0.1%
	Insured Bank MMKT	CASH	\$ 1.00	0.15%	\$ 4,639.04	15.00%	\$ 6.96				\$ 4,639.04	0.2%
	JP Morgan Chase NA	CD	\$ 99.77	4.25%	\$ 185,000.00	4.30%	\$ 7,862.50	5/20/2030	N/A	5/20/2025	\$ 185,157.25	9.6%
	BMW Bank NA	CD	\$ 100.00	4.60%	\$ 200,000.00	4.60%	\$ 9,200.00	3/10/2028	35141	3/10/2028	\$ 204,072.00	10.4%
	total:										\$ 396,553.41	
Lighting- Reserve	Fidelity Govt MMKT	CASH	\$ 1.00	3.86%	\$ 692.48	3.84%	\$ 26.73				\$ 692.48	0.0%
	Insured Bank MMKT	CASH	\$ 1.00	0.15%	\$ 3,506.73	15.00%	\$ 5.26				\$ 3,506.73	0.2%
	Morgan Stanley Bank NA	CD	\$ 100.00	4.25%	\$ 165,000.00	4.25%	\$ 7,012.50	3/27/2030	N/A	3/27/2025	\$ 164,815.20	8.6%
	total:										\$ 169,014.41	
Wastewater- LT Mnt	Fidelity Govt MMKT	CASH	\$ 1.00	3.86%	\$ 690.30	3.84%	\$ 26.46				\$ 690.30	0.0%
	Insured Bank MMKT	CASH	\$ 1.00	15.00%	\$ 4,604.62	15.00%	\$ 6.91				\$ 4,604.62	0.2%
	State Bank of India NY FNMA	CD	\$ 100.00	3.75%	\$ 114,000.00	3.75%	\$ 4,275.00	9/30/2030	33682	9/26/2025	\$ 114,053.58	5.9%
		AGCY	\$ 99.55	4.375%	\$ 205,000.00	4.48%	\$ 8,968.75	8/6/2029	N/A	8/6/2024	\$ 205,612.95	10.6%
	AMEX Bank	CD	\$ 100.00	4.10%	\$ 224,000.00	4.10%	\$ 9,184.00	4/30/2030	N/A	4/30/2025	\$ 227,198.72	11.6%
	Fed. Home Loan Bank	AGCY	\$ 100.47	4.75%	\$ 310,000.00	4.64%	\$ 14,725.00	2/6/2029	N/A	2/9/2024	\$ 310,434.00	16.1%
	total:										\$ 862,594.17	
Wastewater - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	3.86%	\$ 990.51	3.84%	\$ 38.23				\$ 990.51	0.1%
	Insured Bank MMKT	CASH	\$ 1.00	0.15%	\$ -	15.00%	\$ -				\$ -	0.0%
	FHLMC	AGCY	\$ 99.77	4.25%	\$ 230,000.00	4.30%	\$ 9,775.00	5/20/2030	N/A	5/20/2025	\$ 230,195.50	11.9%
	Morgan Stanley Bank NA	CD	\$ 100.00	4.60%	\$ 108,000.00	4.60%	\$ 4,968.00	6/6/2030	32292	6/6/2025	\$ 108,015.12	5.6%
	total:										\$ 339,201.13	
Water - Capital	Fidelity Govt MMKT	CASH	\$ 1.00	3.86%	\$ 692.48	3.84%	\$ 26.73				\$ 692.48	0.0%
	Insured Bank MMKT	CASH	\$ 1.00	0.15%	\$ 3,506.73	15.00%	\$ 5.26				\$ 3,506.73	0.2%
	Morgan Stanley Private Bk	CD	\$ 100.00	4.25%	\$ 165,000.00	4.25%	\$ 7,012.50	3/27/2030	N/A	3/27/2025	\$ 164,815.20	8.6%
	total:										\$ 169,014.41	
<b>Total &amp; Average:</b>					<b>\$ 1,928,008.01</b>	<b>4.32%</b>	<b>\$ 83,229.44</b>				<b>\$ 1,936,377.53</b>	<b>100%</b>

**DISCLOSURE:**

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

**SMCSD STATEMENTS OF INFORMATION:** As of this report date the District is in compliance with the SMCSD Investment Policy. As of this report date the District has the ability to meet it's expenditure requirements through:

**4/30/2026**

Kelly Dodds, General Manager SMCSD

Michelle Hido, Financial Officer SMCSD

**Board of Directors  
Staff Report**

**November 20, 2025**

**AGENDA ITEM: 9.5**

**SUBJECT:** Continuation of 10/23/2025 Board Meeting  
Adopt a District Bill Payment Policy. RESOLUTION 2025-33 (**Approve by 3/5 vote**) (Pg. 160-175)

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**SUGGESTED ACTION:** Review and adopt Resolution 2025-33 adopting a Bill Payment Policy for the District.

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**DISCUSSION:**

This item is being continued from the October 23rd 2025 Board meeting with added language per the Boards request.

The proposed Bill Payment Policy is being proposed to clarify and codify procedure for acceptance of payment against debts owed to the district. Though the District offers multiple ways to pay debts owed to the District, some payment attempts fail due to non-sufficient funds, incorrect information or simply failure to comply with agreed upon payment arrangements.

The proposed policy: Provides procedures for acceptance of payments for debts owed to the District; Establishes a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations; Facilitates timely payment from District customers to meet the District's financial obligations; Ensures that customers that meet their obligation of timely payment do not bear the additional cost of those who do not; and Establishes enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found.

Adoption of this policy will clarify and solidify the options available to the customer as well as the actions the District will take if a payment fails for any reason.

**Exhibit A:** San Miguel Bill Payment Policy

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**FISCAL IMPACT:**

Minimal cost to administer policy. Implementation of the proposed policy will reduce staff cost through a reduction of handling of repeated failed payments by the same customers.

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PREPARED BY: Kelly Dodds

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**San Miguel Bill Payment Policy**  
Effective as of ~~October 23<sup>rd</sup>~~ **November 20<sup>th</sup>**,  
**2025**

Formatted: Superscript

The San Miguel Board of Directors has instituted this policy as a mechanism to reduce the cost of customers who provide invalid or insufficient payment to those customers who do provide valid and prompt payments.

The District understands there may be circumstances which arise from time to time causing a payment to become invalid or insufficient. The District has and will continue to work with all customers whom may need assistance to satisfy their debts to the District in a manner consistent with District policy and state law which does not unduly burden other District customers with the cost to do so.

**Section 1. Policy Purpose and Application**

The Board of Directors adopts this policy to:

- a. Provide procedures for acceptance of payments for debts owed to the District;
- b. Establish a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations;
- c. Facilitate timely payment from District customers to meet the District's financial obligations;
- d. Ensure that customers that meet their obligation of timely payment do not bear the additional cost of those who do not; and
- e. Establish enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found.

**Section 2. Payment Due**

All payments shall be due upon receipt. Penalties and Late fees will be assessed on all past due balances based on this policy unless otherwise stated in another District policy

**Section 3. In Person Payments**

Debts to the District may be paid in person at the District's billing office during normal business hours. Acceptable payment methods include: Cash, Check, Money Order or Credit/Debit Card.

However, permit, connection fees and other invoicing by the District may not be paid by Credit or Debit Cards.

**Section 4. Online Payments through Online Payment Portal**

Regular Water or Wastewater bills to the District may be paid online through the District’s authorized Online payment portal using an Electronic-check (“E-Check”) or Credit/ Debit Card.

Online payments are currently available only for regular monthly Water and Wastewater service bills. Other types of District debts cannot be paid through the online portal at this ~~time-time~~.

**Section 5. Returned Checks and E-Check Payments for Non-Sufficient Funds**

If a payment is made in person by check or online by E-Check and that payment is returned due to Non-Sufficient Funds (“NSF”) two (2) times within a six (6) month period, District will prohibit that person/customer from paying by check or E-check for a period of twelve (12) months from the date of the second returned payment. During this twelve (12) month suspension, the customer/person must use ~~another forms~~ of payment (~~ie: cash, money order or credit/ debit card~~) to pay any amounts due.

**Section 6. Returned Online Payments**

If an online payment by E-Check or credit/ debit card where the payment is returned due to bad account or unable to locate account errors after two (2) such failed online payments within a six (6) month period, the District will prohibit the customer’s/person’s ability to use the Online payment portal for a period of twelve (12) months from the date of the second returned payment received. ~~During this twelve (12) month suspension, the customer/person must use another form of payment (ie: cash, money order or credit/ debit card) to pay any amounts due.~~

**Section 7. Remedying Returned Payments**

When a payment is returned or rejected, the District will notify the customer of the returned payment. A person/customer will have two (2) business days from the date of the notification to provide a replacement payment in an acceptable form for a payment that was returned to the District as NSF, or unable to locate. If the customer/person replaces the returned payment within two (2) business days, the account will not be considered delinquent as a result of the returned item. If a replacement payment is not received within two (2) business days, the account will be treated as unpaid as of the original due date and may incur late fees or other penalties.

**Section 8: Fees and Penalties**

a. Late Fees/ Penalties

Any debt that is not paid by its due date is subject to late payment charges. In accordance with Government Code §61115, subd. (a)(3)(C), the District imposes a one-time penalty of ten percent (10%) of the unpaid balance of any debt that remains unpaid after the due date (unless otherwise satisfied under terms of Section 6 and 7 of this policy).

If a balance remains unpaid in subsequent billing periods, the District will assess an additional penalty of one percent (1%) per month on the outstanding amount for each month

it remains delinquent. These additional penalties are cumulative, meaning they are added on top of the initial ten percent (10%) penalty for as long as the balance remains unpaid.

However, for any residential customer/person who demonstrate that their household income is below 200% of the federal poverty level, the District will waive interest charges (the 1% monthly penalty) on delinquent bills for water service once every 12 months, as required by Health & Safety code §116914. All customers are encouraged to contact the District if they are having difficulty paying, so that late penalties might be avoided through payment arrangements (See Section 9 below).

b. Bank Fees

If the District incurs a bank fee or other processing charge because a payment was returned or denied as unpayable (i.e. NSF), that actual fee amount will be passed on to the customer/person. The customer's/person's account will be charged an amount equal to the fee the District was charged by its bank or payment processor. This charge is in addition to any late fees or penalties described above, and simply recovers the external cost caused by the returned payment. The District does not add any extra surcharge beyond the actual cost.

**Section 9: Payment Arrangements ("PA")**

The District offers Payment Arrangements ("PA") to help customers pay off past-due balances over time and avoid immediate penalties or disconnection.

a. Water and Wastewater service accounts are eligible for payment arrangement if they have a past-due amount.

A payment arrangement is a written agreement between the account holder and the District that allows a past-due amount to be paid in installments over an extended period, while the customer/person continues to pay new bills as they come due. Entering into a PA can prevent further late fees and service disconnection as long as the customer/person honors the agreement.

b. Terms of the Payment Arrangement

- 1) The installment schedule ~~will may~~ be ~~set-requested~~ for ~~up to~~ a maximum ~~duration~~ of twelve (12) months ~~or less~~, at the District's discretion. The past-due balance will be divided into monthly installments to be paid over the agreed period.
- 2) In addition to paying the installment amount, the account holder will continue to pay all new charges in full by their regular due dates during the arrangement period.
- 3) PA must be signed by the property owner, or the tenant **and** property owner (if the tenant is the account holder).
- 4) Later fees and penalties will not be charged on past due amounts as long as the PA payments are made.

c. Failure to maintain the PA

- 1) If the account holder misses one (1) of the agreed upon scheduled installment payments the account holder will be given a written warning that their PA may be rescinded. If another payment is missed, the account holder will be given two (2) business days to make the missed payment.
- 2) If the account holder fails to make two (2) of the agreed upon installment payments, the ~~District will~~ District will terminate the PA, and the balance owed will be due in full within five (5) business days of notifying the account holder. If payment is not received

within five (5) business days, the District will begin the process for service disconnection, pursuant to Section 6 of the District Billing Policy. Any additional fees incurred as part of the disconnection process will be added to the balance owed and will be due prior to restoring service.

- 3) If a PA is formally terminated for non-compliance, the account holder who failed to comply with a PA will not be eligible for a new payment arrangement for a period of twelve (12) months from the date of default of the previous PA.

**Section 10: Appeals to General Manager**

- a. Any customer of the District may file a written request with the General Manager disputing any fee or charge assessed, or decision derived through the implementation of this policy by the District within five (5) days of the debt becoming due.
- b. Within thirteen (13) days of submitting the request disputing any fee or charge, or decision derived through the implementation of this policy in writing, the customer may make a request for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment.
- c. The General Manager shall review all written requests for relief and either deny the request or grant the relief requested or a portion thereof. Factors for consideration shall include:
  1. Payment history for prior 12 months;
  2. Any other factor deemed relevant by the General Manager.

**Section 11: Appeals to the Board of Directors**

- a. If a customer of the District disagrees or disputes the General Manager's final decision under section 10 of this policy, the customer may appeal the decision by filing a written "Notice of Appeal" with the District no later than fifteen (15) days from the date of the General Manager's final decision. Appeals of the General Manager's decision shall be heard by the Board of Directors.
- b. No customer shall be entitled to an appeal hearing before the Board of Directors without first having sought relief from the General Manager, pursuant to Section 10.
- c. The Notice of Appeal shall set forth the basis for the appeal and include all facts or documentation upon which the appeal is based.
- d. Within fifteen (15) days of receiving the Notice of Appeal, the General Manager shall notify the appellant in writing of the date, time, and location for the Board of Directors hearing. The General Manager shall provide notice of the hearing to the appellant no later than fourteen (14) days prior to the appeal hearing.
- e. At the appeal hearing, the customer may present evidence demonstrating that the bill is inaccurate, or the amount owed is improper. The General Manager may present evidence that demonstrates the accuracy of the utility bill and evidence that justifies the amount of the bill or justification for any District decision. Board members may ask questions of both the customer and the staff during the hearing.
- f. The Board of Directors may affirm the amounts assessed by the General Manager, reduce any portion of the delinquent amount or penalties, or find that the imposition of the

Resolution 2025-XX

penalty is not warranted. When reducing the amount sought by the bill, the Board shall make a finding on the record that the reduction is in the public interest.

- g. The Board of Directors' decision shall be final, and outstanding balances shall be due immediately, unless otherwise extended by the Board of Directors.
- h. The Board of Directors may offer the customer an option to have the appeal heard by a neutral arbitrator instead of by the Board in the public meeting. Costs of the arbitrator will be split evenly between the District and the customer. The arbitrator's decision will be presented to the Board to adopt as final. If the customer does not agree to arbitration, the appeal will proceed with a standard Board hearing as described above.
- i. By requesting an appeal to the Board of Directors, the customer acknowledges that the details of their account and dispute will become part of the public record. The customer thereby waives any confidentiality of their utility billing information, usage history or any other information that may be used for or against them in the public hearing. If the matter is handled by arbitration, the proceedings are not public, but the outcome may still be referenced in a public Board resolution. Customers should be aware that appealing to the Board means the matter is no longer private.

**Section 12. Collection of Delinquent Charges via Tax Roll**

For delinquent water or wastewater service charges only, any amount that remains outstanding thirty (30) days after the appeal hearing or any amount that becomes final and unappealable may be collected on the tax roll in the same manner as property taxes, pursuant to Government Code §61115. The General Manager shall prepare and file a written report for the Board of Directors describing the affected property and the amount of charges and delinquencies for the year. The General Manager shall publish notice of the filing of the report and of the time and place for a public hearing in a newspaper of general circulation once (1) a week for two (2) weeks at least fourteen (14) days prior to the public hearing.

At the public hearing, the Board of Directors shall hear and consider any objections or protests from property owners or other interested persons regarding the proposed tax roll charges from the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties prior to adopting the final report. The Board of Directors determination on each affected parcel and its determinations shall be final.

After the Board of Directors adopts the final report, the General Manager shall submit the final report to the County of San Luis Obispo Clerk Recorder each year, and the delinquent charges shall become an assessment against each affected parcel and collected in the same manner as property taxes.

**Section 13. Collection via Third-Party Debt Collector (all bill types)**

For delinquent debts that are not secured by property or suitable for tax roll collection, the District may use an external third-party collection agency as an enforcement method. The District, at its option, may sell or assign any delinquent debt to a professional debt collection agency after thirty (30) days of delinquency.

Resolution 2025-XX

**Section 14. Severability**

If any part of this policy, or the application thereof to any person or circumstance, is held invalid, it shall not affect the validity of the remaining portions of the policy. The remainder of the policy and its application to other persons or circumstances shall continue in full force and effect, as the provisions of this policy are severable.



**San Miguel Bill Payment Policy**  
**Effective as of November 20<sup>th</sup>, 2025**

**The San Miguel Board of Directors has instituted this policy as a mechanism to reduce the cost of customers who provide invalid or insufficient payment to those customers who do provide valid and prompt payments.**

**The District understands there may be circumstances which arise from time to time causing a payment to become invalid or insufficient. The District has and will continue to work with all customers whom may need assistance to satisfy their debts to the District in a manner consistent with District policy and state law which does not unduly burden other District customers with the cost to do so.**

**Section 1. Policy Purpose and Application**

The Board of Directors adopts this policy to:

- a. Provide procedures for acceptance of payments for debts owed to the District;
- b. Establish a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations;
- c. Facilitate timely payment from District customers to meet the District's financial obligations;
- d. Ensure that customers that meet their obligation of timely payment do not bear the additional cost of those who do not; and
- e. Establish enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found.

**Section 2. Payment Due**

All payments shall be due upon receipt. Penalties and Late fees will be assessed on all past due balances based on this policy unless otherwise stated in another District policy

**Section 3. In Person Payments**

Debts to the District may be paid in person at the District's billing office during normal business hours. Acceptable payment methods include: Cash, Check, Money Order or Credit/Debit Card. However, permit, connection fees and other invoicing by the District may not be paid by Credit or Debit Cards.

#### **Section 4. Online Payments through Online Payment Portal**

Regular Water or Wastewater bills to the District may be paid online through the District's authorized Online payment portal using an Electronic-check ("E-Check") or Credit/ Debit Card.

Online payments are currently available only for regular monthly Water and Wastewater service bills. Other types of District debts cannot be paid through the online portal at this time.

#### **Section 5. Returned Checks and E-Check Payments for Non-Sufficient Funds**

If a payment is made in person by check or online by E-Check and that payment is returned due to Non-Sufficient Funds ("NSF") two (2) times within a six (6) month period, District will prohibit that person/customer from paying by check or E-check for a period of twelve (12) months from the date of the second returned payment. During this twelve (12) month suspension, the customer/person must use another form of payment (ie: cash, money order or credit/ debit card) to pay any amounts due.

#### **Section 6. Returned Online Payments**

If an online payment by E-Check or credit/ debit card where the payment is returned due to bad account or unable to locate account errors after two (2) such failed online payments within a six (6) month period, the District will prohibit the customer's/person's ability to use the Online payment portal for a period of twelve (12) months from the date of the second returned payment received. During this twelve (12) month suspension, the customer/person must use another form of payment (ie: cash, money order or credit/ debit card) to pay any amounts due.

#### **Section 7. Remedying Returned Payments**

When a payment is returned or rejected, the District will notify the customer of the returned payment. A person/customer will have two (2) business days from the date of the notification to provide a replacement payment in an acceptable form for a payment that was returned to the District as NSF, or unable to locate. If the customer/person replaces the returned payment within two (2) business days, the account will not be considered delinquent as a result of the returned item. If a replacement payment is not received within two (2) business days, the account will be treated as unpaid as of the original due date and may incur late fees or other penalties.

#### **Section 8: Fees and Penalties**

a. Late Fees/ Penalties

Any debt that is not paid by its due date is subject to late payment charges. In accordance with Government Code §61115, subd. (a)(3)(C), the District imposes a one-time penalty of ten percent (10%) of the unpaid balance of any debt that remains unpaid after the due date (unless otherwise satisfied under terms of Section 6 and 7 of this policy).

If a balance remains unpaid in subsequent billing periods, the District will assess an additional penalty of one percent (1%) per month on the outstanding amount for each month it remains delinquent. These additional penalties are cumulative, meaning they are added on top of the initial ten percent (10%) penalty for as long as the balance remains unpaid.

However, for any residential customer/person who demonstrate that their household income is below 200% of the federal poverty level, the District will waive interest charges (the 1% monthly penalty) on delinquent bills for water service once every 12 months, as required by Health & Safety code §116914. All customers are encouraged to contact the District if they are having difficulty paying, so that late penalties might be avoided through payment arrangements (See Section 9 below).

b. Bank Fees

If the District incurs a bank fee or other processing charge because a payment was returned or denied as unpayable (i.e. NSF), that actual fee amount will be passed on to the customer/person. The customer's/person's account will be charged an amount equal to the fee the District was charged by its bank or payment processor. This charge is in addition to any late fees or penalties described above, and simply recovers the external cost caused by the returned payment. The District does not add any extra surcharge beyond the actual cost.

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The District offers Payment Arrangements (“PA”) to help customers pay off past-due balances over time and avoid immediate penalties or disconnection.

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b. Terms of the Payment Arrangement

- 1) The installment schedule may be requested for up to a maximum duration of twelve (12) months, at the District's discretion. The past-due balance will be divided into monthly installments to be paid over the agreed period.
- 2) In addition to paying the installment amount, the account holder will continue to pay all new charges in full by their regular due dates during the arrangement period.
- 3) PA must be signed by the property owner, or the tenant **and** property owner (if the tenant is the account holder).
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- 1) If the account holder misses one (1) of the agreed upon scheduled installment payments the account holder will be given a written warning that their PA may be rescinded. If another payment is missed, the account holder will be given two (2) business days to make the missed payment.
- 2) If the account holder fails to make two (2) of the agreed upon installment payments, the District will terminate the PA, and the balance owed will be due in full within five (5) business days of notifying the account holder. If payment is not received within five (5) business days, the District will begin the process for service disconnection, pursuant to Section 6 of the District Billing Policy. Any additional fees incurred as part of the

disconnection process will be added to the balance owed and will be due prior to restoring service.

- 3) If a PA is formally terminated for non-compliance, the account holder who failed to comply with a PA will not be eligible for a new payment arrangement for a period of twelve (12) months from the date of default of the previous PA.

#### **Section 10: Appeals to General Manager**

- a. Any customer of the District may file a written request with the General Manager disputing any fee or charge assessed, or decision derived through the implementation of this policy by the District within five (5) days of the debt becoming due.
- b. Within thirteen (13) days of submitting the request disputing any fee or charge, or decision derived through the implementation of this policy in writing, the customer may make a request for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment.
- c. The General Manager shall review all written requests for relief and either deny the request or grant the relief requested or a portion thereof. Factors for consideration shall include:
  1. Payment history for prior 12 months;
  2. Any other factor deemed relevant by the General Manager.

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- a. If a customer of the District disagrees or disputes the General Manager's final decision under section 10 of this policy, the customer may appeal the decision by filing a written "Notice of Appeal" with the District no later than fifteen (15) days from the date of the General Manager's final decision. Appeals of the General Manager's decision shall be heard by the Board of Directors.
- b. No customer shall be entitled to an appeal hearing before the Board of Directors without first having sought relief from the General Manager, pursuant to Section 10.
- c. The Notice of Appeal shall set forth the basis for the appeal and include all facts or documentation upon which the appeal is based.
- d. Within fifteen (15) days of receiving the Notice of Appeal, the General Manager shall notify the appellant in writing of the date, time, and location for the Board of Directors hearing. The General Manager shall provide notice of the hearing to the appellant no later than fourteen (14) days prior to the appeal hearing.
- e. At the appeal hearing, the customer may present evidence demonstrating that the bill is inaccurate, or the amount owed is improper. The General Manager may present evidence that demonstrates the accuracy of the utility bill and evidence that justifies the amount of the bill or justification for any District decision. Board members may ask questions of both the customer and the staff during the hearing.
- f. The Board of Directors may affirm the amounts assessed by the General Manager, reduce any portion of the delinquent amount or penalties, or find that the imposition of the penalty is not warranted. When reducing the amount sought by the bill, the Board shall make a finding on the record that the reduction is in the public interest.

- g. The Board of Directors' decision shall be final, and outstanding balances shall be due immediately, unless otherwise extended by the Board of Directors.
- h. The Board of Directors may offer the customer an option to have the appeal heard by a neutral arbitrator instead of by the Board in the public meeting. Costs of the arbitrator will be split evenly between the District and the customer. The arbitrator's decision will be presented to the Board to adopt as final. If the customer does not agree to arbitration, the appeal will proceed with a standard Board hearing as described above.
- i. By requesting an appeal to the Board of Directors, the customer acknowledges that the details of their account and dispute will become part of the public record. The customer thereby waives any confidentiality of their utility billing information, usage history or any other information that may be used for or against them in the public hearing. If the matter is handled by arbitration, the proceedings are not public, but the outcome may still be referenced in a public Board resolution. Customers should be aware that appealing to the Board means the matter is no longer private.

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For delinquent water or wastewater service charges only, any amount that remains outstanding thirty (30) days after the appeal hearing or any amount that becomes final and unappealable may be collected on the tax roll in the same manner as property taxes, pursuant to Government Code §61115. The General Manager shall prepare and file a written report for the Board of Directors describing the affected property and the amount of charges and delinquencies for the year. The General Manager shall publish notice of the filing of the report and of the time and place for a public hearing in a newspaper of general circulation once (1) a week for two (2) weeks at least fourteen (14) days prior to the public hearing.

At the public hearing, the Board of Directors shall hear and consider any objections or protests from property owners or other interested persons regarding the proposed tax roll charges from the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties prior to adopting the final report. The Board of Directors determination on each affected parcel and its determinations shall be final.

After the Board of Directors adopts the final report, the General Manager shall submit the final report to the County of San Luis Obispo Clerk Recorder each year, and the delinquent charges shall become an assessment against each affected parcel and collected in the same manner as property taxes.

### **Section 13. Collection via Third-Party Debt Collector (all bill types)**

For delinquent debts that are not secured by property or suitable for tax roll collection, the District may use an external third-party collection agency as an enforcement method. The District, at its option, may sell or assign any delinquent debt to a professional debt collection agency after thirty (30) days of delinquency.

**Section 14. Severability**

If any part of this policy, or the application thereof to any person or circumstance, is held invalid, it shall not affect the validity of the remaining portions of the policy. The remainder of the policy and its application to other persons or circumstances shall continue in full force and effect, as the provisions of this policy are severable.

**RESOLUTION NO. 2025-33**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT ESTABLISHING BILL  
PAYMENT POLICY**

**WHEREAS**, San Miguel Community Services District (“District”) is a community services district formed under California Government Code section 61000 et. seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

**WHEREAS**, the District Board of Directors (“Board”) desires to standardize the District’s procedures for acceptance of payments for debts owed to the district and provide District customers with notice of their payment options and obligations; and

**WHEREAS**, District staff has prepared a Bill Payment Policy, attached hereto as Exhibit A and incorporated herein by this reference, which sets forth the procedures and guidelines for facilitating payments from District customers, ensures that customers that meet their payment obligations in a timely manner do not bear the additional cost of those who do not, and establishes enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be located; and

**WHEREAS**, the Board has reviewed the proposed policy and determined that its adoption is in the best interest of the District and the community to ensure proper financial administration and legal compliance.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, find and declare that:

1. The Board hereby approves and adopts the Bill Payment Policy attached as Exhibit A to this Resolution.
2. The Board hereby authorizes the General Manager to make non-substantive edits to the formatting or numbering of the Policy if needed for clarity, so long as the content and intent remain as approved by the Board.
3. The Board finds that adoption of the Bill Payment Policy is necessary for the prudent management of District finances and to comply with state law. The Board further finds that the procedures set forth in the Policy are fair and in the public interest.
4. This Resolution shall take effect immediately upon its adoption.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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Kelly Dodds, General Manager

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Ashley Sangster, Board President

**ATTEST:**

**APPROVED AS TO FORM:**

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Tamara Parent  
Board Clerk

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Christina M. Pritchard,  
Deputy General Counsel

**EXHIBIT A**  
**Bill Payment Policy**

## **Board of Directors Staff Report**

**November 20, 2025**

**AGENDA ITEM: 9.6**

**SUBJECT:** Review and approve the 2025 Update and Audit to the District Sewer System Management Plan (SSMP) by RESOLUTION 2025-44 (**Approve by 3/5 Vote**) (Pg. 176-240)

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### **SUGGESTED ACTION:**

Review and adopt the 2025 Sanitary Sewer Management Plan (SSMP) update and the audit of the current SSMP.

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### **DISCUSSION:**

On June 28th, 2025, the District Board authorized a contract with Engineered Utility Solutions LLC (EUS) to perform a review of the District's existing SSMP, prepare an audit report evaluating the effectiveness of the SSMP, the Districts compliance with the existing SSMP and update the SSMP to meet current regulatory guidelines per the Districts current permit. District Staff and District Engineer met with EUS several times both in person and virtually to assess the collection system, assess training, as well as to provide necessary information, data and plans. The attached updated SSMP and Audit are a culmination of those efforts. The Spill Emergency Response Plan that was required to be developed as part of the update will also provide a guide to staff in the event of a future spill within the District. Both the final SSMP and SERP that are attached to this report have been reviewed by staff and the District Engineer.

Once approved the updated SSMP and the Audit will be submitted to the state to satisfy the required reporting requirements.

### Background on RFP

April 17th, 2025, the Board authorized release of an RFP for the Audit and Update of the Sewer System Management Plan (SSMP). On April 24th, two firms attended the Non-Mandatory pre proposal meeting. As of the due date (May 16th, 2025) three proposals had been received from; Engineered Utility Solutions LLC, Wallace Group Inc. and Black Water Consulting Engineers. All proposals were reviewed and deemed responsive to the RFP. However, Wallace Group is the only Local firm. The District Engineer has reviewed the proposals and is recommending that the District award a contract to Engineered Utility Solutions LLC to perform the necessary Audit and Update to the Sewer System Management Plan, as all else being equal, their proposal is the best value to the District. It was recommended that the Board to Authorize the General Manager to execute a contract with Engineered Utility Solutions LLC (EUS) in an amount not to exceed \$24,950 for the proposed SSMP audit and update.

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### **FISCAL IMPACT:**

There is no additional cost to review and approve the provided Update and Audit.

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PREPARED BY: Kelly Dodds

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**SAN MIGUEL COMMUNITY SERVICES DISTRICT**  
**SEWER SYSTEM MANAGEMENT PLAN - AUDIT**  
**Audit Period Year 2025**

Sewer System Management Plan Audit due 4/1/2026  
CS Name: San Miguel CSD CS  
WDID: 3SSO10321  
Date of Completion: 11/1/2025



## Statement of Compliance

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**Required per the State Water Resource Control Boards re-issued order: Statewide Sanitary Sewer Systems General Order 2022-0103-DWQ, Section 5.4 and 3.10.**

### **Section 5.4 - Sewer System Management Plan Audits:**

The Enrollee shall conduct an internal audit of its Sewer System Management Plan, and implementation of its Plan, at a minimum frequency of once every three years. The audit must be conducted for the period after the end of the Enrollee's last required audit period. Within six months after the end of the required 3-year audit period, the Legally Responsible Official shall submit an audit report into the online CIWQS Sanitary Sewer System Database per the requirements in section 3.10 (Sewer System Management Plan Audit Reporting Requirements) of Attachment E1 of this General Order.

The internal audit shall be appropriately scaled to the size of the system(s) and the number of spills. The Enrollee's sewer system operators must be involved in completing the audit. At minimum, the audit must:

1. Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills;
2. Evaluate the Enrollee's compliance with this General Order;
3. Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State;
4. Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

The Enrollee shall submit a complete audit report that includes:

- 1 Audit findings and recommended corrective actions;
- 2 A statement that sewer system operators' input on the audit findings has been considered;
- 3 A proposed schedule for the Enrollee to address the identified deficiencies.

A new Enrollee of this General Order (that did not have a sanitary sewer system enrolled in the previous State Water Board Order 2006-0003-DWQ) shall conduct its first internal Sewer System Management Plan audit for the time period between the date of submittal of its certified Sewer System Management Plan and the third subsequent December 31st date. The audit report must be submitted into the online CIWQS Sanitary Sewer System Database by July 1 of the following calendar year.

**Section 3.10. - Sewer System Management Plan Audit Reporting Requirements:**

The Enrollee shall submit its Sewer System Management Plan Audit and other pertinent audit information, in accordance with section 5.4 (Sewer System Management Plan Audits) of this General Order, to the online CIWQS Sanitary Sewer System Database by six (6) months after the end of the 3-year audit period. If a Sewer System Management Plan Audit is not conducted as required: the Enrollee shall:

- Update the online CIWQS Sanitary Sewer System Database and select the justification for not conducting the Audit; and
- Notify its corresponding Regional Water Board (see Attachment F (Regional Water Quality Control Board Contact Information)) of the justification for the lapsed requirements.

The Enrollee’s reporting of a justification for not conducting a timely Audit does not justify non-compliance with this General Order. The Enrollee shall:

- Submit the late Audit as required in this General Order; and
- Comply with subsequent Audit requirements and due dates corresponding with the original audit cycle.

Audit reports submitted to the CIWQS Sanitary Sewer System Database will be viewable only to Water Boards staff.

**State Water Resource Control Board - Region 3 Central Coast Contact Information:**

Address: 895 Aerovista, Place, Suite 101  
City: San Luis Obispo  
Zip Code: 93401  
Phone: (805) 549-3147

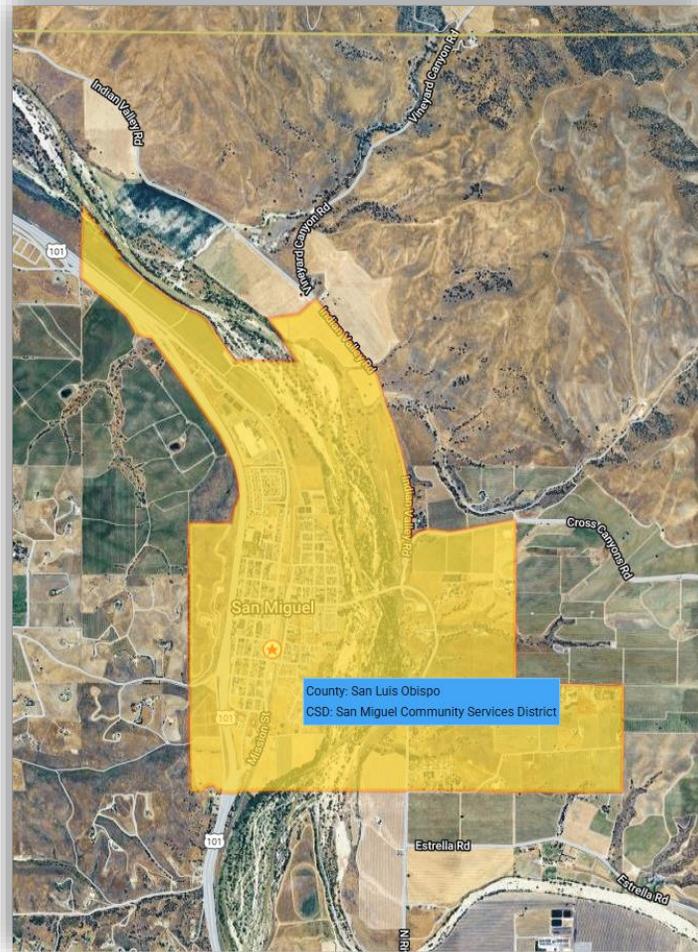
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**Consultants Compliance Statement:**

**Engineered Utility Solutions, LLC (EUS)** is an environmental compliance firm that was hired by the San Miguel Community Services District (**SMCSD**) to perform their Sewer System Management Plan internal audit for the period covering (8/3/22 – 8/2/25). EUS has many years of experience in operations and compliance reporting within the utilities industry. The goal for EUS in all compliance matters is to develop a strategic plan with agencies to maintain their wastewater collection system in a way that provides environmental sustainability for the public and planet.

This audit was prepared in accordance with the State Water Resource Control Boards Waste Discharge Requirements including General Order 2022-0103.

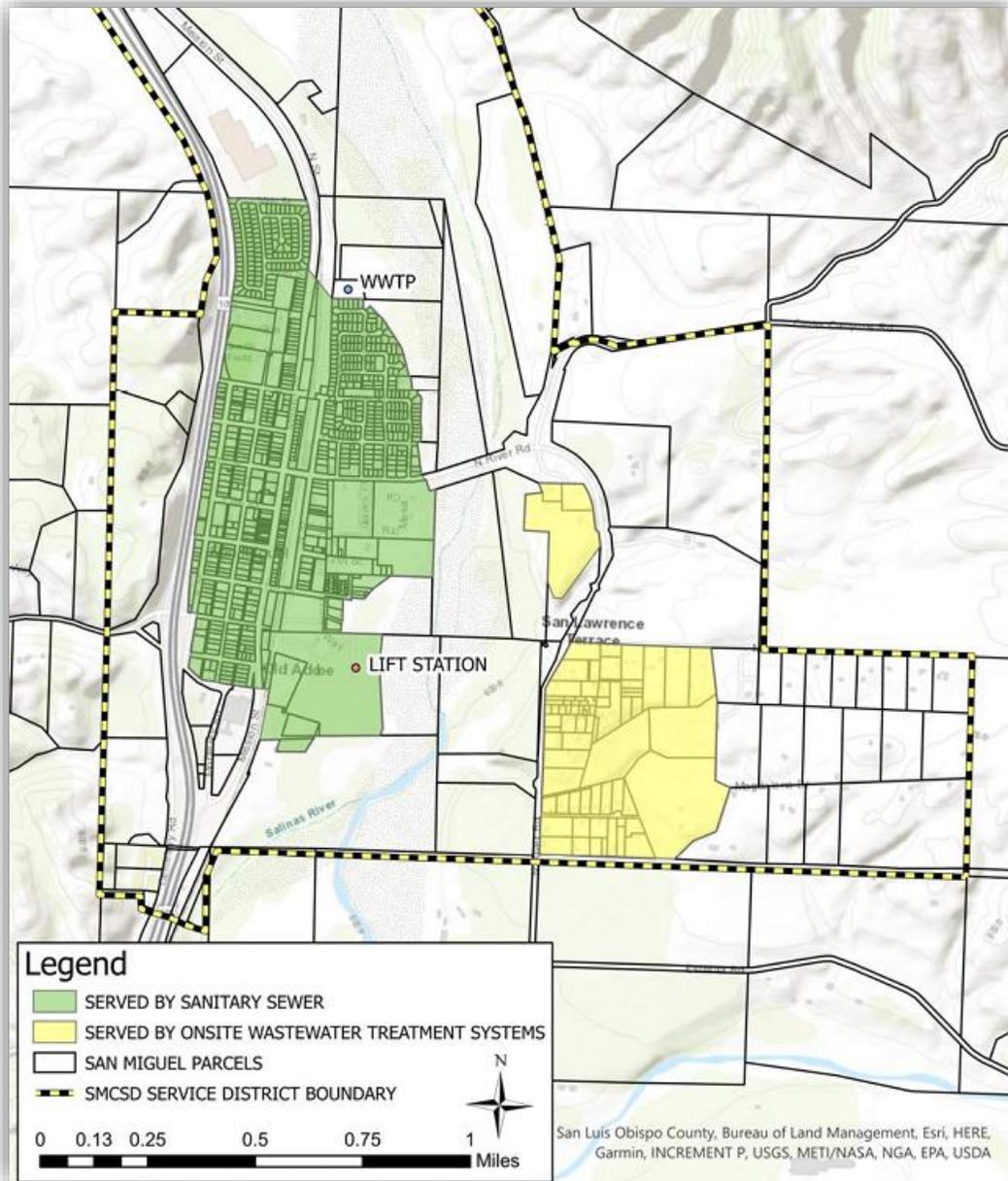
## San Miguel Community Services District



**Introduction:** The San Miguel Community is an unincorporated community located in the San Luis Obispo County (County). In February 2000, the San Miguel Community Services District (District) was formed, to include fire protection, lighting, and water utility services once served by the San Miguel Fire Protection District, the San Miguel Lighting District, and the County Waterworks District #1, respectively. In April of 2001 the San Miguel Sanitary District (which provided Sewer and Solid Waste services) was also consolidated with the newly formed District, adding sewer collection/treatment and solid waste services to the District’s services.

Today, the District encompasses a total area of 1,940 acres of land and is located adjacent to Highway 101 seven miles north of the City of Paso Robles. The District’s service area includes a population of 2,821 residents according to the 2020 Census.

**Wastewater System Information:** San Miguel Community Services District (SMCSD) is located at the northern most point of San Luis Obispo County and owns and operates one wastewater treatment facility and 8.9 miles of gravity sewer pipe, 60% of the system is composed of VCP and 40% is composed of HDPE and PVC. SMCSD owns two lift stations, one is located centrally at their wastewater treatment facility and is used to pump sewage to the ponds at the treatment facility, and one is located to the south of the sewer system at 942 Soka Way (Tract 2527). Additionally, SMCSD also owns 140 maintenance holes and 39 cleanouts.



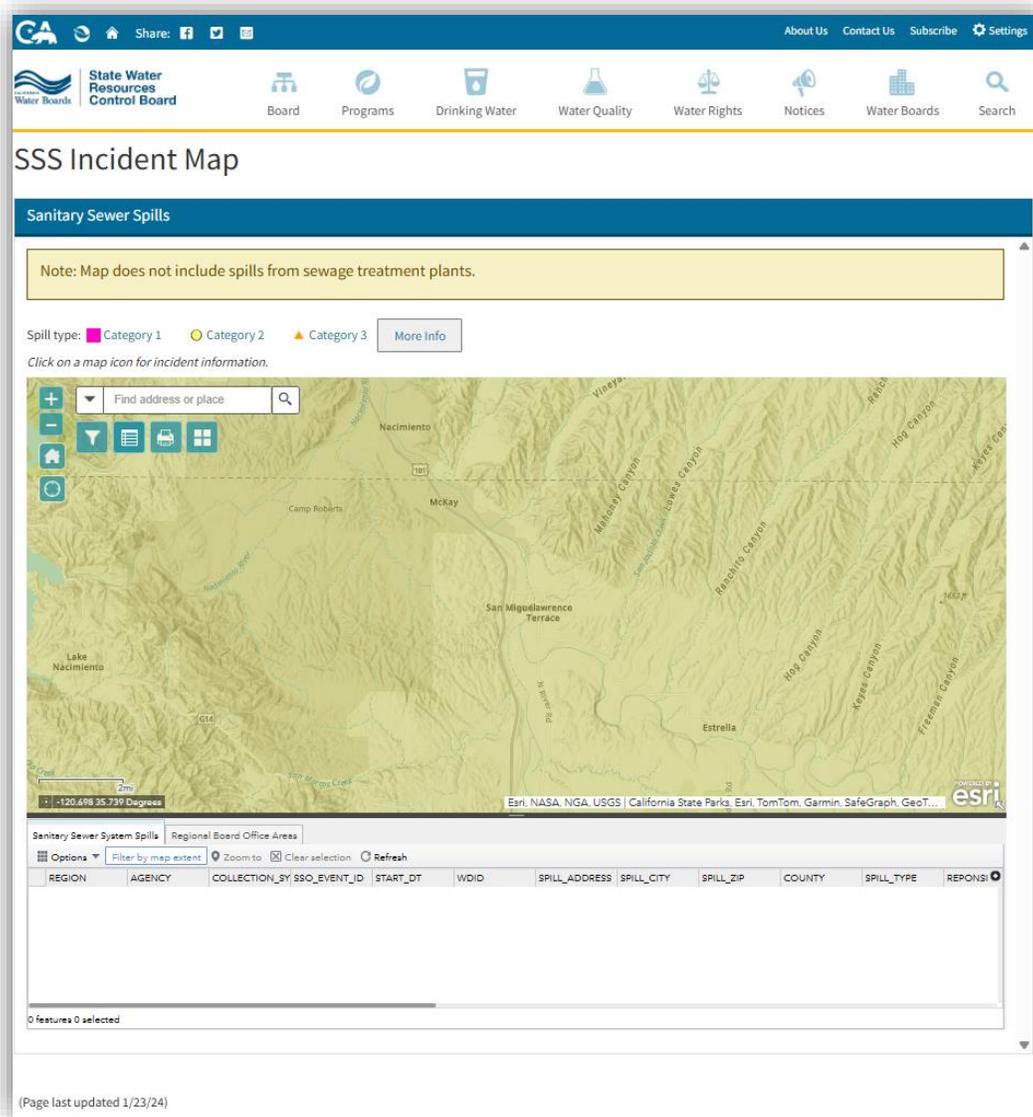
# Audit Item 1

## Evaluate the implementation and effectiveness of the Enrollee's Sewer System Management Plan in preventing spills:

This audit and the information provided below was created utilizing data downloaded from the State Water Resource Control Boards spill data archives as well as the California Integrated Water Quality System website (see link and illustration below):

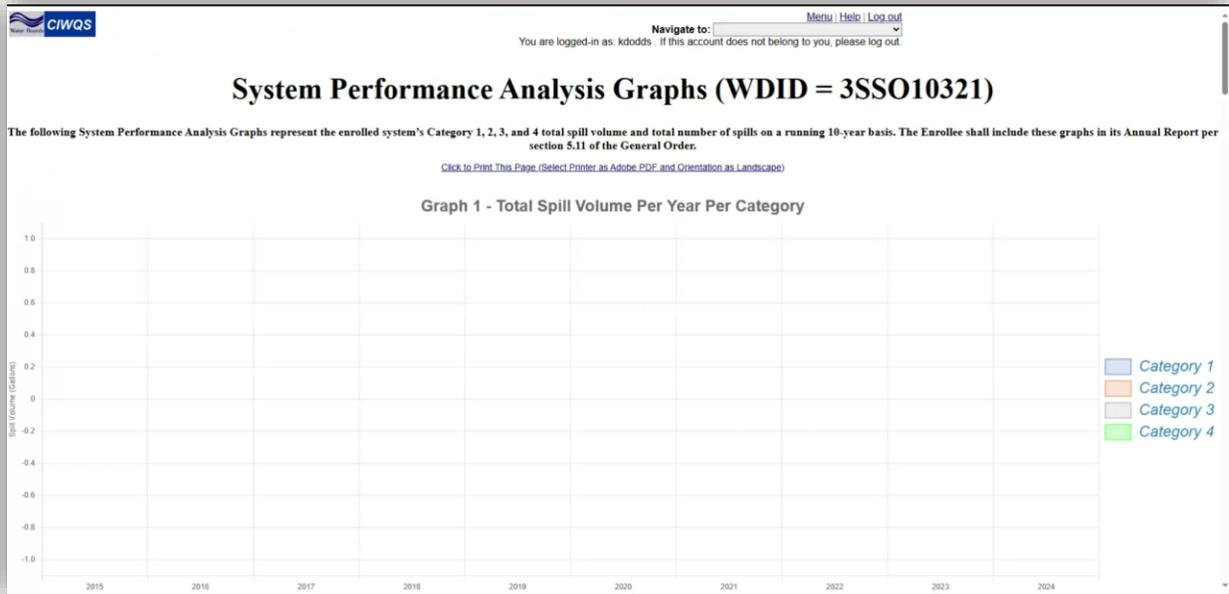
[https://www.waterboards.ca.gov/water\\_issues/programs/sso/sso\\_map/sso\\_pub.html](https://www.waterboards.ca.gov/water_issues/programs/sso/sso_map/sso_pub.html)

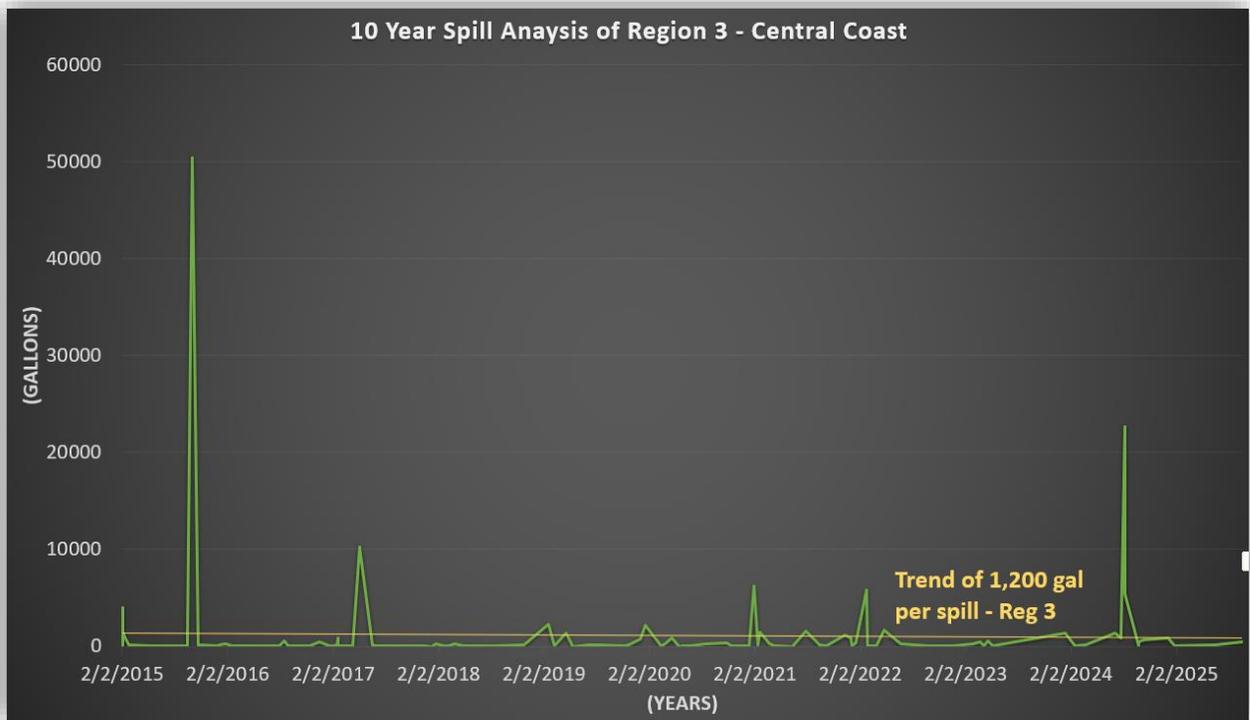
According to the State Water Resource Control Board's - SSS Incident Map, no spills have been recorded in the SMCS D area for over 10 years, which reflects the historical data of SMCS D.



See below for an illustration and description of the San Miguel Community Services Districts implementation and effectiveness:

**CIWQS System Performance** – Graphical illustration of system performance on spills (10 years), data downloaded from CIWQS system performance analysis:





The above illustration correlates data sets for system performance in relation to all other agencies located within Region 3 according to the “SSS Incident Map” data provided by the State Water Resource Control Board.

- In comparison to other Region 3 agencies, SMCSD is performing excellent.
- For the past 10 years the SMCSD has had zero spills of the 111 spills that occurred in Region 3, which were Category 1-3.
- **For the year 2024 Region 3:** 10 agencies have reported a total of 10 spills, and of those 10 spills, SMCSD has contributed zero spills.
- **For the year 2023 Region 3:** 5 agencies have reported a total of 5 spills, and of those 5 spills, SMCSD has contributed zero spills.
- The average spill by volume per spill event is equal to 1,200 gallons for Region 3.

SMCSD is among a very few agencies who have achieved a 0-spill history which is further evidence of their program’s implementation and effectiveness in preventing spills.

According to the State Water Resource Control Boards data table from 2014-2015, data exhibits a trend of 4.61 spills per 100 miles of sewer main for Region 3, the SMCS D has had zero spills in its history, see below for illustration from the SWRCB website:

[https://www.waterboards.ca.gov/about\\_us/performance\\_report\\_1415/plan\\_assess/12411\\_sso\\_sewage\\_volume.shtml](https://www.waterboards.ca.gov/about_us/performance_report_1415/plan_assess/12411_sso_sewage_volume.shtml)

## The California Water Boards' Annual Performance Report - Fiscal Year 2014-15

### PLAN AND ASSESS: SEWAGE SPILLS



<b>GROUP:</b> SANITARY SEWER OVERFLOWS (Collection Systems)	<b>MEASURE:</b> SIZE OF SEWER SYSTEMS SEWAGE SPILLS			
<b>MESSAGE:</b> <i>Approximately 44 percent of the collection systems regulated under the SSO program reported one or more sewage spill during FY 2014-15.</i>	<b>KEY STATISTICS FOR FY 2014-15</b>			
	<table border="1"> <tr> <td>Number of SSO Events:</td> <td style="text-align: right;">4,580</td> </tr> <tr> <td>Volume of Sewage Spills (gallons):</td> <td style="text-align: right;">11,327,150</td> </tr> </table>	Number of SSO Events:	4,580	Volume of Sewage Spills (gallons):
Number of SSO Events:	4,580			
Volume of Sewage Spills (gallons):	11,327,150			

#### MEASUREMENTS - Data last updated on: 10-17-2015 (2:54 pm)

Region	Miles of Gravity Sewer (Enrollees Reporting Spills)	Miles of Pressure Sewer (Enrollees Reporting Spills)	Total Size of Collection System (Miles) (Enrollees Reporting Spills)	Facilities With 1 or More Sewage Spill	Number of SSO Events	Volume of SSOs (gallons)	Average SSOs per 100 miles	Average Volume of Spills per 100 miles (gallons)	SSO Events per Facility with Spills
1	1,945	137	2,082	27	71	214,936	3.41	10,324	2.63
2	15,789	424	16,213	98	1,173	6,217,807	7.23	38,351	11.97
3	4,109	252	4,361	45	201	466,013	4.61	10,686	4.47
4	20,784	226	21,010	77	448	858,378	2.13	4,086	5.82
5	21,624	1,063	22,687	121	2,248	1,434,647	9.91	6,324	18.58
6	3,770	150	3,920	26	85	331,683	2.17	8,461	3.27
7	2,797	213	3,010	10	22	226,150	0.73	7,513	2.20
8	13,979	522	14,501	43	142	883,282	0.98	6,091	3.30
9	10,407	443	10,850	34	190	694,254	1.75	6,399	5.59
<b>TOTAL</b>	95,204	3,430	98,634	481	4,580	11,327,150	4.64	11,484	9.52

**List methods and developments of new emerging technologies and their impact on reducing spill quantities and spill count:**

**Annual Hydro-Jet Program** – Every year SMCSD utilizes modern hydro-jet equipment and hydro-jets(flushes) every section of sewer main and ensures capacity is maintained and condition is well kept.

**5-Year CCTV Inspection** – Every 5 years SMCSD’s sewer system is CCTV inspected for condition and capacity utilizing NASSCO PACP standards which are recognized nationally and with acceptance by many engineering associations. This inspection program keeps SMCSD staff informed of changes and new developments throughout its service area.

**SCADA System** – Remote SCADA Systems provide advanced monitoring and control for the two SMCSD owned sewer lift stations: SCADA (By Tesco). SMCSD has deployed telemetry systems upgrades to increase visibility as well as monitoring, remote operations, and response capabilities with the latest in SCADA system technologies available. Pump run time, motor starts/stops, amperage as well as other features are all be monitored remotely. Additionally, trends are visible to allow operators to be aware of early detection with system concerns. Since installation, the SCADA System has recorded and notified operators of concerns about pump efficiency and malfunctions, this has prevented system failures from occurring and also prevented a loss of service to rate payers. This system enhancement also frees up staff time to schedule preventative maintenance versus emergency responses and reduces costs.

**Geographical Information System (GIS)** – Purchased and implemented by the SMCSD, SMCSD GIS has been utilized for record keeping and maintenance tracking. As well as asset identification and planning. GIS layer development completion is anticipated in 2026.

SMCSD GIS has become an integral component for the SMCSD and is essential for tracking maintenance metrics for sewer lines flushed, CCTV inspections, lift station inspection, asset identification, and flow direction.

## Audit Item 2

### Evaluate the Enrollee's compliance with this General Order:

1. List compliance requirements:
  - a. Annual Reports submission current: ✓
    - i. Last Annual Report submitted: 3/31/25.
  - b. Monthly no-spill certification submitted regularly by Special District Staff. ✓
    - i. Verified by Engineered Utility Solutions LLC.
  - c. Audits submitted: ✓
    - i. Last Audit report submitted: 3/26/2025.
  - d. Sewer System Management Plan - Updates submitted: ✓
    - i. Date of last submission: 4/17/2023
  - e. Annual spill training completed: ✓
    - i. See attached below.
  - f. Designated Legally Responsible Official in CIWQS: ✓
    - i. Kelly Dodds – General Manager (Effective date 07/11/2011)
2. Level of completion towards requirements: ✓
  - a. 100% level of completion for all State Water Resource Control Board's Goals.
3. Progress towards completion of goals: ✓
  - a. The San Miguel Community Services District has made great progress in their many years of sewer system operations and this evident with them not having a system owned Category 1 spill in its history. SMCSO has complied with all necessary requirements of the State Water Resource Control Board regarding their sewer system.

# Audit Item 3

**Identify Sewer System Management Plan deficiencies in addressing ongoing spills and discharges to waters of the State:**

Current deficiencies of on-going spills and deficiencies of discharges of waters to the state:

None to report at this time, please see current SWRCB page below: ✓

[California Home](#)



CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY  
STATE WATER RESOURCES CONTROL BOARD

California Integrated Water Quality System Project (CIWQS)

### Facility At-A-Glance Report

[\[VIEW PRINTER FRIENDLY VERSION\]](#) | [\[EXPORT THIS REPORT TO EXCEL\]](#)  
 SEARCH CRITERIA: [\[REFINE SEARCH\]](#) | [\[NEW SEARCH\]](#) | [\[GLOSSARY\]](#)  
 DRILLDOWN HISTORY: [\[BACK TO FACILITY LIST\]](#)  
 Place ID 631749

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[-] [+]

General Information						
Region	Place ID	Place Name	Place Type	Place Address	Place County	
3	631749	San Miguel CSD CS	Collection_System	P.O. Box 180 San Miguel, CA, 93451	San Luis Obispo	

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[-]

Related Parties						
Party	Party Type	Party Name	Role	Classification	Relationship Start Date	Relationship End Date
634328	Person	<a href="#">Mariah Fluit</a>	Is A Data Submitter For		02/14/2025	
649029	Person	<a href="#">Kayla Bernal</a>	Is A Data Submitter For		01/31/2025	
558510	Person	<a href="#">Cara Aguiar</a>	Is A Data Submitter For		01/30/2025	
550177	Person	<a href="#">David Tracey</a>	Is A Data Submitter For		02/24/2015	04/05/2023
527750	Person	<a href="#">Roland Snow</a>	Is Onsite Manager For		07/11/2011	
527751	Person	<a href="#">Kelly Dodds</a>	Is Onsite Manager For		07/11/2011	
376424	Person	<a href="#">Barry Holmes</a>	Is Onsite Manager For		05/01/2007	02/04/2014
300137	Person	<a href="#">J.M Ellison</a>	Is Onsite Manager For		04/06/2006	02/04/2014
39805	Organization	<a href="#">San Miguel CSD</a>	Owner	Special District	04/06/2006	
<b>Total Related Parties: 9</b>						

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[-]

Regulatory Measures									
Reg Measure ID	Reg Measure Type	Region	Program	Order No.	WDID	Effective Date	Expiration Date	Status	Amended?
299941	Enrollee	3	SSOMUNISML	2022-0103-DWQ	3SSO10321	05/01/2007		Active	N
<b>Total Reg Measures: 1</b>									

---

[-]

Violations							
Violation ID	Occurred Date	Violation Type	(-) Violation Description	Corrective Action	Status	Classification	Source
<b>Total Violations: 0</b>							
<b>Priority Violations: 0</b>							

Report displays most recent five years of violations. Refer to the [Interactive Violation Report](#) for more data.  
 \*Click the "(+/-) Violation Description" link to expand and contract the violation description.  
 \*As of 5/20/2010, the Water Board's Enforcement Policy requires that all violations be classified as 1, 2 or 3, with class 1 being the highest. Prior to this, violations were simply classified as Yes or No. If a 123 classification has been assigned to a violation that occurred before this date, that classification data will be displayed instead of the Yes/No data.

**Violation Types**

---

[-]

Enforcement Actions				
Enf Id	Enf Type	Enf Order No.	Effective Date	Status
<b>Total Enf Actions: 0</b>				

---

[-]

Inspections						
Inspection ID	Inspection Type	Lead Inspector	Actual End Date	Planned	Violations	Attachment
<b>Total Inspections: 0</b>						
<b>Last Inspection: None</b>						

## Audit Item 4

Identify necessary modifications to the Sewer System Management Plan to correct deficiencies.

### SSMP Element Deficiencies Listed by Element

#### Element 1 - SSMP Goal and Introduction:

- Organizational statement for “(1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.”
- **Sub Element 1.1:** Include updated regulatory context which includes the re-issued WDR “General Order 2022-0103” and certification letter.
- **Sub Element 1.2:** Need to list SSMP update schedule.
- **Sub Element 1.3:** Sewer system asset overview needs update including metrics for population and data management systems.

#### Element 2 - Organization:

- Update contact information for organization.
- Update contact information for data submitters and alternate LRO.
- Update responsibility by element table.
- Update chain of communication for reporting spills to include updates from the re-issued WDR “General Order 2022-0103”.

#### Element 3 - Legal Authority:

- Updated, no deficiencies identified.

#### Element 4 - Operation and Maintenance Program:

- **Sub Element 4.1:** Provide updated map of the Sanitary Sewer System.
- **Sub Element 4.2:** Identify force main maintenance at the Soka Way lift station.
- **Sub Element 4.3:** Training program needs to be provided on a regular basis and formalized, covering updated WDR, spill estimation and reporting procedures.
- **Sub Element 4.4:** Updated, no deficiencies identified.

#### Element 5 – Design and Performance Provisions:

- **Sub Element 5.1:** Updated, no deficiencies identified.
- **Sub Element 5.2:** Updated, no deficiencies identified.

#### Element 6 – Spill Emergency Response Plan:

- Currently being updated and will be included in upcoming SSMP update.

**Element 7 – Sewer Pipe Blockage Control Program:**

- Updated, no deficiencies identified.

**Element 8 – System Evaluation, Capacity Assurance and Capital Improvements:**

- **Sub Element 8.1:** Evaluation of the sanitary sewer system.
- **Sub Element 8.2:** Reference master plan and dry/wet weather impacts as well as system capacity.
- **Sub Element 8.1:** Updated, no deficiencies identified.
- **Sub Element 8.4:** Update capital improvement plan based on updated master plan.

**Element 9 – Monitoring, Measurement and Program Modifications:**

- Updated, no deficiencies identified.

**Element 10 – Sewer System Management Plan Audits:**

- Updated, no deficiencies identified.

**Element 11 – Communication Plan:**

- SSMP updates and audits are being communicated regularly at agency board meetings.
- Owners/operators of systems that connect into the enrollee’s system, including satellite systems, for: Not applicable.
- Staff has received training and has included documentation as for reference.

## Audit Item 5

### Audit findings and recommended corrective actions:

Based on the Audit conducted, the following findings and recommended corrective actions are provided:

#### Element 1 - SSMP Goal and Introduction:

- Organizational statement for “(1) properly manage, operate, and maintain all parts of the Enrollee’s sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.”
  - **Will update to include modified language.**
- **Sub Element 1.1:** Include updated regulatory context which includes the re-issued WDR “General Order 2022-0103” and certification letter from SWRCB.
  - **Will update to include language from Re-issued WDR.**
- **Sub Element 1.2:** Need to list SSMP Update Schedule from SWRCB page.
  - **Will obtain data table from SWRCB website.**
- **Sub Element 1.3:** Sewer System Asset Overview needs update including metrics for population and data management systems.
  - **Will update metrics with data available.**

#### Element 2 - Organization:

- Update contact information for organization.
  - **Will update contact information.**
- Update contact information for Data Submitters and alternate LRO.
  - **Will update LRO/DS information.**
- Update responsibility by element table.
  - **Update element table to include updated sections.**
- Update chain of communication for reporting spills to include updates from the re-issued WDR “General Order 2022-0103”.
  - **Will update chain of reporting to include new reporting guidelines from the SWRCB.**

#### Element 3 - Legal Authority:

- Updated, no deficiencies identified.

#### Element 4 - Operation and Maintenance Program:

- **Sub Element 4.1:** Provide updated map of the Sanitary Sewer System.
  - **Will obtain and include from upcoming Master plan in 2026.**
- **Sub Element 4.2:** Identify force main and maintenance at the Soka Way lift station.
  - **Will identify in updated SSMP.**
- **Sub Element 4.3:** Training program needs to be provided on a regular basis and formalized, covering updated WDR, spill estimation and reporting procedures.

- **Management will have staff attend one training event per year as recommended by the SWRCB.**
- **Sub Element 4.4:** Updated, no deficiencies identified.

**Element 5 – Design and Performance Provisions:**

- **Sub Element 5.1:** Updated, no deficiencies identified.
- **Sub Element 5.2:** Updated, no deficiencies identified.

**Element 6 – Spill Emergency Response Plan:**

- Currently being updated and will be included in upcoming SSMP update.
  - **See updated Spill Emergency Response Plan.**

**Element 7 – Sewer Pipe Blockage Control Program:**

- Updated, no deficiencies identified.

**Element 8 – System Evaluation, Capacity Assurance and Capital Improvements:**

- **Sub Element 8.1:** Evaluation of the sanitary sewer system.
  - **See Master Plan attachment.**
- **Sub Element 8.2:** Reference master plan and dry/wet weather impacts as well as system capacity.
  - **See Master Plan attachment.**
- **Sub Element 8.1:** Updated, no deficiencies identified.
- **Sub Element 8.4:** Update capital improvement plan based on updated master plan.
  - **See Master Plan attachment.**

**Element 9 – Monitoring, Measurement and Program Modifications:**

- Updated, no deficiencies identified.

**Element 10 – Sewer System Management Plan Audits:**

- Updated, no deficiencies identified.

**Element 11 – Communication Plan:**

- SSMP Updates and Audits are being communicated regularly at Agency Board meetings.
  - **See last Board Report discussing SSMP adoption date.**
- Are there Owners/operators of systems that connect into the Enrollee’s system, including satellite systems, for.
  - **Not applicable.**
- Staff has received training and has included documentation as for reference.
  - **See attached training reference.**

## Audit Item 6

**A statement that sewer system operator's input on the audit findings has been considered:**

The following operators feedback has been included in the development of this Audit: ✓

Date management met with all staff to gather feedback: 10/27/2025

The following SMCSD staff were included in the meeting and the contractors were consulted afterwards with the General Manager:

1. Kelly Dodds – General Manager (Legally Responsible Official)
2. Joe Martines – Field Operator Lead
3. Mariah Fluit – Fluid Resource Management - Contractor (Data Submitter)
4. Kayla Bernal – Fluid Resource Management - Contractor (Data Submitter)
5. Cara Aguilar – Fluid Resource Management - Contractor (Data Submitter)
6. Carinna Ellison – Fluid Resource Management - Contractor

## Audit Item 7

**A proposed schedule for the Enrollee to address the identified deficiencies:**

**The following list of deficiencies will be corrected by 12/31/2025:**

- Update organizational statement.
- Updated regulatory context.
- List SSMP update schedule.
- Update Sewer System Asset Overview.
- Update contact information for organization.
- Update contact information for Data Submitters and alternate LRO.
- Update responsibility data table.
- Update chain of communication for reporting spills.
- Provide updated map of the Sanitary Sewer System.
- Identify force main and maintenance with new Soka Way lift station.
- Formalize spill response and reporting training program.
- Update Spill Emergency Response Plan.
- Updated Evaluation of Sanitary Sewer System.
- Master plan data on dry/wet weather impacts on system.
- Updated capital improvement plan based on updated master plan.
- Include Board Report adopting SSMP.
- Include staff training documentation.

## Certification Statement

**Required per the State Water Resource Control Boards re-issued order: Statewide Sanitary Sewer Systems General Order 2022-0103-DWQ December 6, 2022.**

**Section 5.9. Reporting Certification:**

The Legally Responsible Official shall electronically certify, on the Enrollee’s behalf, all applications, reports, the Sewer System Management Plan(s) and corresponding updates, and other information submitted electronically into the online CIWQS Sanitary Sewer System Database, as follows:

“I certify under penalty of perjury under the laws of the State of California that the electronically submitted information was prepared under my direction or supervision. Based on my inquiry of the person(s) directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete, and complies with the Statewide Sanitary Sewer Systems General Order. I am aware that there are significant penalties for submitting false information.”

---

Legally Responsible Official: Kelly Dodds (General Manager)

Date:

\*Note: Hardcopy submittals to the State Water Board must be accompanied by the above certification statement.



San Miguel Community Services District (SMCSD)  
Spill Emergency Response Plan (SERP)

CS Name: San Miguel CSD CS  
WDID: 3SSOO10321  
Date of Completion: 11/1/2025





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## Introduction

The purpose of the Spill Emergency Response Plan is to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The successful implementation of this Spill Emergency Response Plan will minimize the impact of spills to the public and the environment. This Spill Emergency Response Plan will be the guideline for the standard operating procedures in the event of a Spill. The Spill Emergency Response Plan will be reviewed annually and as needed to ensure that all corrective measures are being taken. For the remainder of this document the “SERP” acronym shall take the place of the Spill Emergency Response Plan. For the remainder of this document the “SMCSD” acronym or “District” shall take the place of the San Miguel Community Services District.

The SMCSD is a member of Region 3 (Central Coast) Regional Water Quality Control Board

- ❖ Region 3 Email: [CentralCoast@waterboards.ca.gov](mailto:CentralCoast@waterboards.ca.gov)
- ❖ Region 3 Phone: (805) 549-3147.

The SMCSD’s Spill Emergency Response Goals Include the following:

1. Perform all spill response tasks in a safe manner.
2. Respond efficiently to reduce the volume of the spill.
3. Remove the cause of the spill.
4. Contain the spill.
5. Gather as much information as possible from the person reporting the spill.
6. Prevent spills from entering storm drain systems and waters of the United States.
7. Reduce public contact with spills.
8. Control the impact of a spill.
9. Restore system capacity and condition as soon as possible.
10. Comply with all regulatory reporting requirements.

### Commitment to Safety:

The General Manager will ensure that District staff responding to a spill event are familiar with potential safety hazards associated with sewer work. Training regarding to blood-borne pathogens, confined space safety, hazardous waste handling procedures, fall protection, traffic safety, and documenting additional training topics.

The District will provide training for all District staff to discuss: safety issues, work procedures, and inspection of safety equipment before starting the job. Additionally, tailgate safety meetings are held every 10 working days as required by [Cal/OSHA Title 8 California Code of Regulation 1509e](#).



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## Required Procedures

SMCSD SERP includes up to date information, ensuring prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan also includes procedures for:

- ❖ Notification - Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner; Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;
- ❖ Compliance - Comply with the notification, monitoring and reporting requirements of General Order WQ 2022-0103-DWQ, State law and regulations, and applicable Regional Water Board Orders; Document and report spill events as required in General Order WQ 2022-0103-DWQ;
- ❖ Implementation - Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained; SMCSD to address emergency system operations, traffic control and other necessary response activities;
- ❖ Containment - Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;
- ❖ Remediation - Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State; Remove sewage from the drainage conveyance system; Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;
- ❖ Proactive Approach - Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- ❖ External Coordination - Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;
- ❖ Internal Analysis - Conduct post-spill assessments of spill response activities;
- ❖ Annual Assessment - Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed.



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## Notification Procedures

**SMCSD Notifies primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner; SMCSD Notifies other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;**

SMCSD maintains a 30-minute response time for all reported sewer emergencies

Spills are reported to the District in one of three ways:

**1. Incoming call to the District:**

- Regular Business Hours - (805) 467-3300
- After-Hours Sewer/Water Emergencies - (805) 226-2102

**2. Incoming call from the County Sheriff/County Health/Regional Water Board:**

- County Sheriff's Office North Station – (805) 434-4290
- County Health Services – (805) 781-5544
- Region 3 Water Board – (805) 549-3147 or CentralCoast@waterboards.ca.gov

**3. District staff calls in and reports an observation while in the field.**

All calls are immediately reported to the General Manager.

The General Manager (LRO) will begin to fill out an internal spill response report and will either act as Primary Responder to the spill or delegates the Primary Responder duties to another available District staff.

A Primary Responder is then dispatched to the site of the reported spill.

The Primary Responder is responsible for assessing the spill as well assisting the General Manager in notification and reporting procedures to the following agencies:

- **Notification of local officials.**
- **Notification to appropriate regulatory agencies:**
  - California Office of Emergency Services – (800) 852-7550 **(within 2 hours)**
  - County Health Services – (805) 781-5544 **(within 2 hours)**
  - Region 3 Water Board – (805) 549-3147 **(within 2 hours)**
- **Notification of additional potentially affected entities:**
  - CA Department of Fish and Game – Region 4 (559) 243-4005 (as necessary)
  - San Luis Obispo County Agriculture – (805) 781-5910 (as necessary)
  - The local water supplier is SMCSD.

For more details, please see the Appendix Sections.



## Regulatory Compliance

**SMCSD complies with the notification, monitoring and reporting requirements of General Order WQ 2022-0103-DWQ, State law and regulations, and applicable Regional Water Board Orders by adhering to the following requirements for notification, monitoring and reporting;**

The following compliance and reporting will be adhered to per WQ 2022-0103-DWQ.

### Spill Category 1: Spills to Surface Waters

Spill Requirement	Due	Method
Notification	<b>Within two (2) hours</b> of the Enrollee's knowledge of a Category 1 spill of 1,000 gallons or greater, discharging or threatening to discharge to surface waters: Notify the California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	<ul style="list-style-type: none"> <li>Conduct spill-specific monitoring;</li> <li>Conduct water quality sampling of the receiving water within <b>18 hours</b> of initial knowledge of spill of 50,000 gallons or greater to surface waters.</li> </ul>	(Section 2 of Attachment E1)
Reporting	<ul style="list-style-type: none"> <li>Submit Draft Spill Report <b>within three (3) business days</b> of the Enrollee's knowledge of the spill;</li> <li>Submit Certified Spill Report <b>within 15 calendar days</b> of the spill end date;</li> <li>Submit Technical Report <b>within 45 calendar days</b> after the spill end date for a Category 1 spill in which <b>50,000 gallons or greater</b> discharged to surface waters; and</li> <li>Submit Amended Spill Report <b>within 90 calendar days</b> after the spill end date.</li> </ul>	(Section 3.1 of Attachment E1)

### Spill Category 2: Spills of 1,000 Gallons or Greater That Do Not Discharge to Surface Waters

Spill Requirements	Due	Method
Notification	<b>Within two (2) hours</b> of the Enrollee's knowledge of a Category 2 spill of 1,000 gallons or greater, discharging or threatening to discharge to waters of the State: Notify California Office of Emergency Services and obtain a notification control number.	California Office of Emergency Services at: (800) 852-7550 (Section 1 of Attachment E1)
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	<ul style="list-style-type: none"> <li>Submit Draft Spill Report <b>within three (3) business days</b> of the Enrollee's knowledge of the spill;</li> <li>Submit Certified Spill Report <b>within 15 calendar days</b> of the spill end date; and</li> <li>Submit Amended Spill Report <b>within 90 calendar days</b> after the spill end date.</li> </ul>	(Section 3.2 of Attachment E1)



**Spill Category 3: Spills of Equal or Greater than 50 Gallons and Less than 1,000 Gallons That Does Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	<ul style="list-style-type: none"> <li>Submit monthly Certified Spill Report to the online CIWQS Sanitary Sewer System Database within <b>30 calendars days</b> after the end of the month in which the spills occur; and</li> <li>Submit Amended Spill Reports <b>within 90 calendar days</b> after the Certified Spill Report due date.</li> </ul>	(Section 3.3 and 3.5 of Attachment E1)

**Spill Category 4: Spills Less Than 50 Gallons That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	Not Applicable	Not Applicable
Monitoring	Conduct spill-specific monitoring.	(Section 2 of Attachment E1)
Reporting	<ul style="list-style-type: none"> <li>If, during any calendar month, Category 4 spills occur, certify monthly, the estimated total spill volume exiting the sanitary sewer system, and the total number of all Category 4 spills into the online CIWQS Sanitary Sewer System Database, within 30 days after the end of the calendar month in which the spills occurred.</li> <li>Upload and certify a report, in an acceptable digital format, of all Category 4 spills to the online CIWQS Sanitary Sewer System Database, by February 1<sup>st</sup> after the end of the calendar year in which the spills occur.</li> </ul>	(Section 3.4, 3.6, 3.7 and 4.4 of Attachment E1)

**Enrollee Owned and/or Operated Lateral Spills That Do Not Discharge to Surface Waters**

Spill Requirements	Due	Method
Notification	<p><b>Within two (2) hours</b> of the Enrollee's knowledge of a spill of 1,000 gallons or greater, from an enrollee-owned and/or operated lateral, discharging or threatening to discharge to waters of the State:</p> <p>Notify California Office of Emergency Services and obtain a notification control number.</p> <p>Not applicable to a spill of less than 1,000 gallons.</p>	<p>California Office of Emergency Services at: (800) 852-7550</p> <p>(Section 1 of Attachment E1)</p>
Monitoring	Conduct visual monitoring.	(Section 2 of Attachment E1)
Reporting	<ul style="list-style-type: none"> <li>Upload and certify a report, in an acceptable digital format, of all lateral spills (that do not discharge to a surface water) to the online CIWQS Sanitary Sewer System Database, by February 1<sup>st</sup> after the end of the calendar year in which the spills occur.</li> <li>Report a lateral spill of any volume that discharges to a surface water as a Category 1 spill.</li> </ul>	(Sections 3.6, 3.7 and 4.4 of Attachment E1)



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## Reporting Requirements for Draft Spill Report for Category 1 and 2 Spill

**Within three (3) business days** of the Enrollee's knowledge of a Category 1 or Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database. The Draft Spill Report must, at minimum, include the following items:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions
2. Spill location name
3. Location of the spill event including GPS coordinates of known spill boundaries:
  - a. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field
4. Did the spill reach a drainage conveyance system? If Yes:
  - a. Description of the drainage conveyance system transporting the spill
  - b. The total spill volume fully recovered within the drainage system
5. Did the spill directly or indirectly (via a drainage conveyance system) discharge into:
  - a. A water of the United States for a Category 1 spill, or
  - b. A water of the State that are not waters of the United States, for a Category 2 spill
6. Description and GPS coordinates of all discharge point(s), as applicable
7. Estimate of total spill volume, inclusive of all discharge point(s)
8. Estimate of the spill volume that discharged to waters of the State, and spill volume not recovered from a drainage conveyance system
9. Estimate of the spill volume recovered (if applicable)
10. Spill appearance point(s), including:
  - a. Number of appearance points
  - b. Description of spill appearance point(s)
  - c. Location including GPS coordinates of each spill appearance point (or attach a sketch to illustrate the geographic location(s) of each spill appearance point), and
  - d. If a single sanitary sewer system failure results in multiple spill appearance locations, each appearance point must be described
11. Spill start date and time
12. Date and time the Enrollee was notified of, or self-discovered, the spill
13. Estimated operator arrival time
14. For Category 1 spills requiring California Office of Emergency Services notification:
  - a. The date and time the Enrollee notified California Office of Emergency Services
  - b. The California Office of Emergency Services control number



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## Certified Spill Report for Category 1 and Category 2 Spills

**Within 15 calendar days** of the spill end date, the Enrollee shall submit a Certified Spill Report for Category 1 and/or Category 2 spills, to the online CIWQS Sanitary Sewer System Database (<https://ciwqs.waterboards.ca.gov>). Upon completion of Certified Spill Report, the online CIWQS Sanitary Sewer System Database will issue a final spill event identification number.

The Certified Spill Report must, at minimum, include the following mandatory information in addition to all information in the Draft Spill Report per section 3.1.1. (Draft Spill Report for Category 1 and Draft Category 2 Spill) above:

1. Description of the spill event destination(s) including GPS coordinates that represent the full spread of the spill;
2. Spill end date and time;
3. Description of how the spill volume estimations were calculated, including at a minimum:
  - a. The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
  - b. The methodology(ies), assumptions and type of data relied upon for estimation of the spill start time and the spill end time;
4. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
5. System failure location (for example, main, lateral, pump station, etc.);
6. Whether or not the spill was associated with a storm event;
7. Description of spill response activities including description of immediate spill containment and cleanup efforts;
8. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestone for those steps;
9. Spill response completion date;
10. Whether or not there is an investigation. If yes, detailed narrative of investigation and investigation findings of cause of spill;
11. Reasons for an ongoing investigation (as applicable) and the expected date of completion;
12. Name and type of water body(s) impacted:
  - a. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill,
  - b. Responsible entity for closing/restricting use of water body, and
  - c. Number of days closed/restricted as a result of the spill.

For Category 1 Spills only: If water quality samples were collected, identify parameters the water quality samples were analyzed for. If no samples were taken, NA shall be selected.



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## Spill Technical Report for Category 1 Spill of 50,000 Gallons or Greater

For any spill with 50,000 gallons or greater discharged into a water of the United States, within 45 calendar days of the spill end date, the Enrollee shall submit a Spill Technical Report to the online CIWQS Sanitary Sewer System Database. The Spill Technical Report, at minimum, must include the following information:

1. Spill causes and circumstances, including at minimum:
  - a. Complete and detailed explanation of how and when the spill was discovered;
  - b. Photographs illustrating the spill origin, the spill flow path, the extent of the spill, drainage conveyance system entrance and exit, receiving water, and post cleanup site conditions;
  - c. Diagram showing the spill failure point, appearance point(s), and ultimate destinations;
  - d. Detailed description of the methodology employed, and available data used to calculate the discharge volume and, if applicable, the recovered spill volume;
  - e. Detailed description of the spill cause(s);
  - f. Copy of original field crew records used to document the spill; and
  - g. Historical maintenance records for the failure location.
2. Enrollee's response to spill:
  - a. Chronological narrative description of all actions taken by the Enrollee to terminate the spill;
  - b. Explanation of how the Sewer System Management Plan Spill Emergency Response Plan was implemented to respond to and mitigate the spill; and
  - c. Final corrective action(s) completed and/or planned to be completed including a schedule for actions not yet completed, including:
    - i. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable.
    - ii. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences.
3. Water Quality Monitoring, including at minimum:
  - a. Description of all water quality sampling activities conducted;
  - b. List of pollutants and parameters monitored, sampled and analyzed; as required in section 2.3. (Receiving Water Monitoring) of this Attachment;
  - c. Laboratory results, including laboratory reports;
  - d. Detailed location map illustrating all water quality sampling points; and
  - e. Other regulatory agencies receiving sample results (if applicable).
4. Evaluation of spill impact(s), including a description of short-term and long-term impact(s) to beneficial uses of the surface water.



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## **Amended Certified Spill Reports for Category 1 and Category 2 Spills**

The Enrollee shall update or add additional information to a certified Spill Report within 90 calendar days of the spill end date by amending the report or by adding an attachment to the Spill Report in the online CIWQS Sanitary Sewer System Database. The Enrollee shall certify the amended report.

After 90 days, the Enrollee shall contact the State Water Board at [SanitarySewer@waterboards.ca.gov](mailto:SanitarySewer@waterboards.ca.gov) to request to amend a Spill Report. The Legally Responsible Official shall submit justification for why the additional information was not reported within the Amended Spill Report due date.



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## Water Quality Sampling and Testing

Water Quality Sampling and Testing (Photos Required with time stamp): For sewage spills in which an estimated 50,000 gallons or greater are discharged into a surface water, the Enrollee shall conduct the following water quality sampling no later than 18 hours after the Enrollee's knowledge of a potential discharge to a surface water:

- ❖ Collect one water sample, each day of the duration of the spill, at:
  - The DCS-001 location as described in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment, if sewage discharges to a surface water via a drainage conveyance system; and/or
  - Each of the three receiving water sampling locations in section 2.3.4 (Receiving Water Sampling Locations) of this Attachment; If the receiving water has no flow during the duration of the spill, the Enrollee must report "No Sampling Due To No Flow" for its receiving water sampling locations.

The Enrollee shall analyze the collected receiving water samples for the following constituents per section 2.3.3 (Water Quality Analysis Specifications) of this Attachment:

- ❖ Ammonia, and Appropriate bacterial indicator(s) per the applicable Basin Plan water quality objectives, including one or more of the following, unless directed otherwise by the Regional Water Board:
  - Total Coliform Bacteria
  - Fecal Coliform Bacteria
  - E-coli
  - Enterococcus

Dependent on the receiving water(s), sampling of bacterial indicators shall be sufficient to determine post-spill (after the spill) compliance with the water quality objectives and bacterial standards of the California Ocean Plan or the California Inland Surface Water Enclosed Bays, and Estuaries Plan, including the frequency and/or number of post-spill receiving water samples as may be specified in the applicable plans.

The Enrollee shall collect and analyze additional samples as required by the applicable Regional Water Board Executive Officer or designee

Water Quality Analysis Specifications: Spill monitoring must be representative of the monitored activity (40 Code of Federal Regulations section 122.41(j)(1)).

Sufficiently Sensitive Methods: Sample analysis must be conducted according to sufficiently sensitive test methods approved under 40 Code of Federal Regulations Part 136 for the sample analysis of pollutants. For the purposes of this General Order, a method is sufficiently sensitive when the minimum level of the analytical method approved under 40 Code of Federal Regulations Part 136 is at or below the receiving water pollutant criteria.




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**Environmental Laboratory Accreditation Program-Accredited Laboratories**

The analysis of water quality samples required per this General Order must be performed by a laboratory that has accreditation pursuant to Article 3 (commencing with section 100825) of Chapter 4 of Part 1 of Division 101 of the Health and Safety Code. (Water Code section 13176(a).) The State Water Board accredits laboratories through its Environmental Laboratory Accreditation Program (ELAP).

**Receiving Water Sampling Locations**

The Enrollee shall collect receiving water samples at the following locations.

**Sampling of Flow in Drainage Conveyance System (DCS) Prior to Discharge**

Sampling Location	Sampling Location Description
DCS-001	A point in a drainage conveyance system before the drainage conveyance system flow discharges into a receiving water.

**Receiving Surface Water Sampling (RSW)<sup>1</sup>**

Sampling Location	Sampling Location Description
RSW-001 Point of Discharge	A point in the receiving water where sewage initially enters the receiving water.
RSW-001U: Upstream of Point of Discharge	A point in the receiving water, upstream of the point of sewage discharge, to capture ambient conditions absent of sewage discharge impacts.

Sampling Location	Sampling Location Description
RSW-001D: Downstream of Point of Discharge	A point in the receiving water, downstream of the point of sewage discharge, where the spill material is fully mixed with the receiving water.

- ❖ The Enrollee must use its best professional judgment to determine the upstream and downstream distances based on receiving water flow, accessibility to upstream/downstream waterbody banks, and size of visible sewage plume.
- ❖ Safety and Access Exceptions: If the Enrollee encounters access restrictions or unsafe conditions that prevents its compliance with spill response requirements or monitoring requirements in this General Order, the Enrollee shall provide documentation of access restrictions and/or safety hazards in the corresponding required report.



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## Monthly Certified Spill Reporting for Category 3 and Category 4 Spills

The Enrollee shall report and certify all Category 3 and Category 4 spills to the online CIWQS Sanitary Sewer System Database within 30 calendar days after the end of the month in which the spills occurred. (For example, all Category 3 and Category 4 spills occurring in the month of February shall be reported and certified by March 30th). After the Legal Responsible Official certifies the spills, the online CIWQS Sanitary Sewer System Database will issue a spill event identification number for each spill.

The monthly reporting of all Category 3 and Category 4 spills must address the following items for each spill:

1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions,
2. Spill location name,
3. Location of the spill event including GPS coordinates of known spill boundaries:
  - a. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field;
4. Did the spill reach a drainage conveyance system? If Yes:
  - a. Description of the drainage conveyance system transporting the spill, and
  - b. The total spill volume fully recovered within the drainage system;
5. Did the spill directly or indirectly (via a drainage conveyance system) discharge into a water of the State?
6. Description and GPS coordinates of all discharge point(s), as applicable;
7. Estimate of total spill volume, inclusive of all discharge point(s);
8. Estimate of the spill volume that discharged to waters of the State, and spill volume not recovered from a drainage conveyance system;
9. Estimate of the spill volume recovered (if applicable);
10. Spill appearance point(s), including:
  - a. Number of appearance points,
  - b. Description of spill appearance point(s)
  - c. Location including GPS coordinates of each spill appearance point (or attach a sketch to illustrate the geographic location(s) of each spill appearance point), and
  - d. If a single sanitary sewer system failure results in multiple spill appearance locations, each appearance point must be described;
11. Spill start date and time;
12. Date and time the Enrollee was notified of, or self-discovered, the spill;
13. Estimated operator arrival time;



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14. All information provided in Draft Category 1 Spill Report, with verification, or necessary modification based on subsequently acquired information after submittal of draft report;
  15. Description of the spill event destination(s) and GPS coordinates of the furthest reaches of the spill;
  16. Estimate of the spill end date and time;
  17. Spill cause(s) (for example, root intrusion, grease deposition, etc.);
  18. System failure location (for example, main, lateral, pump station, etc.);
  19. The association of the spill with a storm event, if applicable;
  20. Description of how the volume estimations were calculated, including, at minimum:
    - a. The methodology and type of data relied upon, including supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered), and
    - b. The methodology and type of data relied upon to estimate the spill start time, ongoing spill rate at time of arrival (if applicable), and the spill end time;
  21. Description of spill corrective actions, including at a minimum:
    - a. Local regulatory enforcement action taken against an illicit discharge in response to this spill, as applicable, and
    - b. Identifiable system modifications, and operation and maintenance program modifications needed to prevent repeated spill occurrences at the same spill event location, including:
      - i. Adjusted schedule/method of preventive maintenance,
      - ii. Planned rehabilitation or replacement of sanitary sewer asset,
      - iii. Inspected, repaired asset(s), or replaced defective asset(s),
      - iv. Capital improvements,
      - v. Documentation verifying immediately implemented system modifications and operating/maintenance modifications,
      - vi. Description of spill response activities,
      - vii. Spill response completion date, and
      - viii. Ongoing investigation efforts, and expected completion date of investigation to determine the full cause of spill;
  22. Detailed narrative of investigation and investigation findings of cause of spill;
  23. Name and type of water body(s) impacted; and
  24. If discharged to a surface water, visual inspection of water body, narrative description, and photographs of impacted water body(s).



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## Implementation and Training

**SMCSD to ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained to address emergency system operations, traffic control and other necessary response activities.**

### SERP Implementation for District Owned Spill:

1. District Staff receives a call-in regard to a potential sewage spill.
2. District Staff promptly notifies the General Manager or Primary Responder in the event of a reported sewage spill.
3. Staff Investigates potential District owned spill by gathering the following reported information:
  - a. Contact name and phone number who reported spill.
  - b. Address for site of spill.
  - c. Spill volume and impacted area.
4. District Staff arrives at the spill location and confirms District Owned Spill.
5. Staff begins setup of traffic control, if needed (Cones/Barricades/Signs) and takes pictures.
6. Staff will determine spill category and notify applicable agencies.
7. Minimize public access to the spilled sewage.
8. Staff sets up spill containment to mitigate contamination to maximum extent possible and takes pictures:
  - a. Contain spill area to protect against discharge into a storm drain.
  - b. Berms/Dikes/Plugs around catch basins or storm drain openings.
  - c. Spill Blanket/Absorbent over catch basin or storm drain openings.
9. Staff begins spill correction, cleanup and determines spill category:
  - a. Restore flow by hydro-jetting downstream maintenance hole till flow returns to regular flow level. If flow is unable to be restored, setup and initiate bypass operation, if flow is restored proceed to step b.
  - b. Vacuum surrounding area at spill site.
  - c. Return vacuumed sewage to the sewer system.
  - d. Disinfect with SMCSD-approved disinfectant.
  - e. Restore spill area to pre-spill condition.
10. Staff investigates and determines the cause of the spill:
  - a. Vandalism, Illicit Discharge, Roots, FOG, Sediment, Structural Failure and Capacity.
11. Staff documents and reports information:
  - a. General Manager completes Spill Report Form.
  - b. Complete Spill Building History Form if Spill has occurred in a building or residence.
  - c. Photos: Spill Area, Storm Drain, Depth Measurement, Structural Damage
  - d. Complete Failure Analysis.
12. Legally Responsible Official completes spill draft report and internal report.
13. Legally Responsible Official Certifies final report in CIWQS.



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### SERP Implementation for Private Lateral Spill:

1. District Staff receives a call-in regard to a potential sewage spill.
2. District Staff promptly notifies the General Manager.
3. Staff Investigates potential spill by gathering the following reported information:
  - a. Contact name and phone number who reported spill.
  - b. Address for site of spill.
  - c. Spill volume and impacted area.
4. District Staff arrives at the spill location and determines Private Lateral Spill Discharge with documentation and pictures.
5. If Spill remains on private property notify responsible party and SLO County Health Services. If spill enters public right-of-way, proceed to contact responsible party, if unavailable proceed to step 6 and if available continue to step 7.
6. District Staff will contact the responsible party and have private contractor respond.
7. Staff begins setup of traffic control, if needed (Cones/Barricades/Signs).
8. Staff will determine spill category and notify applicable agencies.
9. Minimize public access to and contact with the spilled sewage.
10. Staff sets up spill containment to mitigate contamination to maximum extent possible and takes pictures:
  - a. Contain spill area to protect against storm drain discharge.
  - b. Berms/Dikes/Plugs around catch basins or storm channel openings.
  - c. Spill Blanket/Absorbent over catch basin or storm channel openings.
11. Staff begins spill correction, cleanup and determines spill category (see table 2).
  - a. Restore flow by hydro-jetting downstream maintenance hole till flow returns to regular flow level. If flow is unable to be restored, setup and initiate bypass operation, if flow is restored proceed to step b.
  - b. Vacuum surrounding area at spill site.
  - c. Return vacuumed sewage to the sewer system.
12. Staff investigates and determines the cause for the spill:
  - a. Vandalism, Illicit Discharge, Roots, FOG, Sediment, Structural Failure and Capacity.
13. Begin spill correction, cleanup and take pictures:
  - a. Restore flow by hydro-jetting downstream maintenance hole till flow returns to regular flow level. If flow is unable to be restored within 15 minutes (see table 3 of the Sewer Division Bypass Plan), If flow is restored proceed to step b.
  - b. Vacuum surrounding area at spill site and return sewage to the sewer system.
14. Clean spill area with pressure washer and tools.
  - a. Disinfect with SMCSD-approved disinfectant.
  - b. Restore spill area to pre-spill condition.
15. Finalize Documentation and Internal Reports.
  - a. Maintain internal documents.



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SERP Implementation for Other Agency (District/County/Special District):

1. District Staff receives a call-in regard to a potential sewage spill.
2. District Staff promptly notifies the General Manager or General Manager in the event of a reported sewage spill.
3. Staff Investigates potential District owned spill by gathering the following reported information:
  - a. Contact name and phone number who reported spill.
  - b. Address for site of spill.
  - c. Spill volume and impacted area.
4. District Staff arrives at the spill location and determines Other Agency Spill with documentation and pictures.
5. District Staff promptly notifies the General Manager in the event of a Spill.
6. District staff contacts Surrounding Agency Sewer System and asks if assistance is required. If no assistance is needed, proceed to step 15. If assistance is needed proceed to step 7.
7. Staff begins setup of traffic control, if needed (Cones/Barricades/Signs) and takes pictures.
8. Staff will determine spill category and notify applicable agencies (see table 1 and 2).
9. Minimize public access to and contact with the spilled sewage.
10. Staff sets up spill containment to mitigate contamination to maximum extent possible and takes pictures:
  - a. Contain spill area to protect against storm drain discharge.
  - b. Berms/Dikes/Plugs around catch basins or storm channel openings.
  - c. Spill Blanket/Absorbent over catch basin or storm channel openings.
11. Staff begins spill correction, cleanup and determines spill category (see table 2 and 4).
  - a. Restore flow by hydro-jetting downstream maintenance hole till flow returns to regular flow level. If flow is unable to be restored, setup and initiate bypass operation, if flow is restored proceed to step b.
  - b. Vacuum surrounding area at spill site.
  - c. Return vacuumed sewage to the sewer system.
12. Staff investigates and determines the cause of the spill:
  - a. Vandalism, Illicit Discharge, Roots, FOG, Sediment, Structural Failure and Capacity.
13. Begin spill correction, cleanup and take pictures:
  - a. Restore flow by hydro-jetting downstream maintenance hole till flow returns to regular flow level. If flow is unable to be restored within 15 minutes, setup and initiate bypass operation. If flow is restored proceed to step b.
  - b. Vacuum surrounding area at spill site and return sewage to the sewer system.
14. Clean spill area with pressure washer and tools.
  - a. Disinfect with SMCSO-approved disinfectant.
  - b. Restore spill area to pre-spill condition.
15. Finalize Documentation and Internal Reports.
  - a. Maintain internal documents.



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### Initial and Annual Refresher Training

All District personnel who may have a role in responding to, reporting, and/or mitigating a sewage spill should receive training on the contents of the SERP. All new employees should receive training before they are placed in a position where they may have to respond. Current employees should receive annual refresher training on this plan and the procedures to be followed. All contractor personnel who may have a role in responding to, reporting to the District, and/or mitigating a wastewater collection system overflow should receive training on the contents of the SERP.

#### Archived Training:

Records should be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event should include date, time, place, content, name of trainer(s), and names of attendees.

#### Contractors Working on District Sewer Facilities:

All contractors working on District sewer facilities will be required to develop a project specific SERP, to provide project personnel with training regarding the content of the contractor's SERP and their role in the event of a spill, and to follow that SERP in the event that they cause or observe a spill. Specifications shall be unique to each project and overall approval remains with the General Manager.

Periodic training drills are conducted to ensure that contractor employees are up to date on the procedures, the equipment is in working order, and the required materials are readily available. The training drills should cover scenarios typically observed during sewer-related emergencies (e.g., mainline blockage, mainline failure, force main failure, lift station failure, and lateral blockage). The results and the observations during the drills should be recorded and action items should be tracked to ensure completion.



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### ***Emergency System Operations:***

- ❖ Lift Stations.
- ❖ Hazardous Waste Spills.
- ❖ Illicit Discharges.

**Lift Station Operations:** There are two sewer lift stations throughout the District. The District's sewer lift stations are currently monitored by a Supervisory Control and Data Acquisition System (SCADA) alarm system. The SCADA equipment detects and sends alarms in response to pump failures, high and low wet well levels, and power outages. If an alarm occurs during work hours and/or off hours SCADA will send a text message to the District's General Manager and first responder via cell phone. In addition, both lift stations are equipped with local alarms and signs with the District's contact information. SMCSD staff conducts weekly inspections of the sewer lift stations as part of their preventative maintenance plan. Any concerns observed with the sewer lift stations are reported to the General Manager who responds to the concerns or directs field staff to respond.

The Lift Stations are located at:

1. 1765 Bonita Pl, San Miguel, CA 93451 (Machado Wastewater Treatment Facility)
2. 942 Soka Wy, San Miguel, CA 93451 (Soka Way Lift Station)

**Hazardous Waste Spills:** On occasion the General Manager or District staff may encounter a sewer spill that involves hazardous materials. In those instances, or in any instance where there is a reasonable doubt, they should immediately contact the General Manager and the San Luis Obispo Hazmat Team for special instructions.

The San Luis Obispo Hazmat Team is a multi-agency team comprised of 30 members from CAL FIRE, San Luis Obispo City, Five Cities Fire, Paso Robles City, Atascadero Fire, San Luis Obispo County Environmental Health, and the California Men's Colony.

The San Luis Obispo Hazmat Team is experienced in responding to many emergency challenges, the HazMat Team intentionally intervenes in chemical, biological, and radiological accidents.

**The San Luis Obispo County Fire Department provides 24-hour Haz Mat and is located at:**

100 Cross Street, San Luis Obispo, CA 93401  
(805) 543-4244 [slu.reception@fire.ca.gov](mailto:slu.reception@fire.ca.gov)

**Illicit Discharge Spills:** Any discharge into the MS4 or from the MS4 into a receiving water that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes any non-storm water discharge, except authorized non-storm water discharges; conditionally exempt non-storm water discharges; and non-storm water discharges resulting from natural flows.



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### Traffic Control:

Traffic Control equipment and vehicles are located at the San Miguel Community Services District Machado Facility: 1765 Bonita Pl, San Miguel, CA 93451

Equipment includes but is not limited to the following: light bars, arrow boards, advanced warning retractable signs, barricades, channelizers, vehicle lights and additional street lighting.

- ❖ Staff shall be familiar with WATCHBOOK: Work Area Traffic Control Handbook
- ❖ Staff Shall be familiar with Manual on Uniform Traffic Control Devices
- ❖ All first responder staff have received training from a contractor or the District in regard to proper Traffic Control procedures.

### Emergency Bypass Operations:

Staff shall be able to identify, understand and operate the Districts bypass equipment which include but aren't limited to:

- ❖ AODD (air-operated double-diaphragm) pump.
- ❖ Pipe plugs (pneumatic and mechanical).
- ❖ Portable submersible pumps.
- ❖ Portable trash pump.
- ❖ Floats and switch controls.
- ❖ Lay flat and rigid flex hose connections for pumps.
- ❖ Various utility vehicles.

Annual SERP training to familiarize SMCSDD staff about operations shall be coordinated with the General Manger, District staff and contractors as deemed necessary.



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## Containment

### **Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;**

The emergency response staff should attempt to contain as much of the spilled sewage as possible using the following steps:

- ❖ Determine the immediate destination of the overflowing sewage;
- ❖ Plug storm drains entry points using air plugs, sandbags, plastic mats, and/or other dam construction material to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities;
- ❖ Contain/direct the spilled sewage using dike/dam, sandbags, or earthen berms in landscaped or undeveloped areas;
- ❖ Pump around the blockage/pipe failure/lift station to convey the wastewater to the nearest downstream manhole or facility;
- ❖ If the spill is caused by a private sewer lateral, District staff may shut off the water supply to that property when the wastewater endangers the public health;
- ❖ The General Manager will be contacted prior to proceeding with a water supply shut off.



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## Remediation

**SMCSD minimizes and remediates public health impacts and adverse impacts on beneficial uses of waters of the State; removes sewage from the drainage conveyance system; cleans the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;**

Public Health Response Procedures:

Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;

Public Notification (Photos required with time stamp): The District will direct the posting of signs and place barricades, cones, traffic arrow board, and caution tape as needed to keep vehicles and pedestrians away from contact with spilled sewage.

Creeks, streams, and drainage channels that have been contaminated as a result of a spill should be posted at visible access locations until the risk of contamination has subsided to acceptable background levels.

The warning signs, once posted, should be checked every day to ensure that they are still in place. Do not remove the signs until directed by the General Manager.

Photos should be taken of all posted warning signs to assure ultimate removal and to provide proof of signage posting if claims or litigation result from the spill.

Major spills may warrant broader public notice. The approval of the General Manager is required prior to contacting local media when significant areas may have been contaminated by sewage.

Watershed Information: The confluence of the Salinas and Estrella Rivers occurs in Northern San Luis Obispo County, within the town of San Miguel. The highest elevation in the watershed is approximately 2,854 feet, and the lowest elevation is around 607 feet. Vineyards slightly predominate over oak woodlands and grassland communities. Tree species such as blue oak, and valley oak dominate the oak woodland, while western sycamore, Fremont's cottonwood, and willows are found in the riparian woodlands along the Estrella River. Agriculture is the dominant use. The Estrella River Valley is generally used most intensively for agriculture because of better soils and water availability. Irrigated production has increased during the last 10 years, particularly in vineyards and alfalfa. Dry farming and grazing operations encompass the rest of the agricultural uses.



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## Proactive Approach

**SMCSD operations include numerous elements in preventing sewer system overflows, mitigating spill volumes, limiting public disruption, and mitigating environmental impacts should a spill occur.**

- ❖ Implementation of technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;
- ❖ A routine maintenance program is conducted on the entire mainline system that includes annual mainline jetting and CCTV inspection with NAASCO coding every 5 years;
- ❖ Staff are trained in the proper procedures for addressing spills, hazardous materials, traffic control setups, PPE use, and communications;
- ❖ Staff offices and equipment are located adjacent to the wastewater treatment plant, affording easy visual observations during working hours. SMCSD also installed updated SCADA equipment at the wastewater treatment plant to provide instant alerts and situational data with some ability for remote control of treatment plant operations;
- ❖ Emergency bypass equipment, a jet truck, spill response supplies, a CCTV trailer, PPE, and other tools are stocked and ready for deployment at the wastewater treatment plant;
- ❖ The District utilizes multiple vehicles, equipment, and tools to decrease spill volumes and increase awareness within the community;
- ❖ District staff perform practice drills to ensure situational awareness for potential spills and ensure operational readiness;
- ❖ Maintains relationships with bordering cities and regional agencies to ensure reporting, notification and monitoring requirements are understood and communicated, as well as fostering a healthy mutual aid system if needed.



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## External Coordination

**SMCSD will implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;**

SMCSD has an established relationship with the City of Paso Robles for vacuum services which will assist in remediation in the event of a spill.

SMCSD has established communication with the San Luis Obispo County Environmental Health Services regarding all concerns for illicit discharges involving sewer spills. SLO Environmental Health Services is the direct reporting agency for SLO County Department of Public Works and will dispatch staff to drainage channels if necessary.

After clean-up and reporting are completed, SMCSD will communicate with all staff and any agencies that provided assistance to determine the cause of the spill and discuss how a similar incident can be avoided in the future. This may include increased preventative maintenance, repair or rehabilitation of the sewer infrastructure. The response procedure should also be discussed to determine if it should be modified in any way to make it more efficient.



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## Internal Analysis

**SMCSD will conduct post-spill assessments of spill response activities.**

### Post-Spill Assessment of Spill Response Activities:

Every spill event is an opportunity to evaluate the response and reporting procedures. Each sewer overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, and other parameters.

After a spill event, all of the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in responding to and mitigating future spill events.

It is the responsibility of the General Manager to call for the meeting. The results of the debriefing should be documented to ensure the action items are completed. These meeting minutes shall be added to the internal spill records.

### Spill Analysis Investigation:

The objective of the spill analysis investigation is to determine the “root cause” of the spill and to identify corrective action(s) needed that will reduce or eliminate potential for additional spills to occur. The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation will be conducted by the General Manager. The investigation should include the following:

- ❖ Reviewing past maintenance records;
- ❖ Reviewing original construction plans and regulatory reports;
- ❖ Reviewing available photographs;
- ❖ Conducting a CCTV inspection to determine the condition of the line segment immediately following the spill and reviewing the video and logs;
- ❖ Interviewing staff who responded to the spill, as well as interviewing customers and residents.

The result of the spill analysis investigation should determine the root cause and the identification of the corrective actions. The **Spill Report Form** should be used to document the investigation.





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## **Appendix: Methods for Estimating Spill Volume**



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## Method 1 - Eyeball Estimate

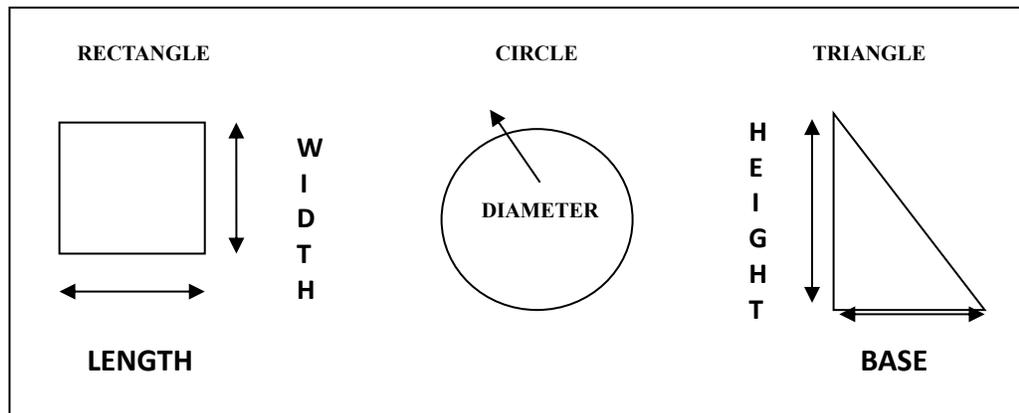
The volume of small spills can be estimated using an “eyeball estimate”. To use this method, imagine the amount of water that would spill from a bucket or a barrel. A bucket contains 5 gallons, and a barrel contains 50 gallons. If the spill is larger than 50 gallons, try to break the standing water into barrels and then multiply by 50 gallons. This method is useful for contained spills up to approximately 200 gallons. Spills greater than 200 gallons should use an alternative method.



## Method 2 - Measured Volume

The volume of most small spills that have been contained can be estimated using this method. The shape, dimensions, and the depth of the contained sewage are needed. The shape and dimensions are used to calculate the area of the spills, and the depth is used to calculate the volume.

### Common Shapes and Dimensions:



**Step 1** Sketch the shape of the contained sewage (see figure above).

**Step 2** Measure or pace off the dimensions.

**Step 3** Measure the depth at several locations and select an average.

**Step 4** Convert the dimensions, including depth, to feet.

**Step 5** Calculate the area in square feet using the following formulas:

*Rectangle:* Area = length (feet) x width (feet)

*Circle:* Area = diameter (feet) x diameter (feet) x 0.79

*Triangle:* Area = base (feet) x height (feet) x 0.5

**Step 6** Multiply the area (square feet) times the depth (in feet) to obtain the volume in cubic feet.

**Step 7** Multiply the volume in cubic feet by 7.5 to convert it to gallons

**Step 8** Write all computations down and include them with the Spill Report Form.

**Spill Volume:** Once duration and flow rate have been estimated, the volume of the spill is the product of the duration in hours or days and the flow rate is in gallons per hour or gallons per day. For example:

- 22 upstream connections x 9 gal per hr. per connection =
  - 198 gal per hr./60 min per hr. = 3.3gpm
- Spill start time = 11:00
- Spill end time = 14:00
- Spill duration = 3 hours
- 3.3 gallons per minute x 3 hours x 60 minutes per hour = 594 gallons



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## Method 3 - Duration and Flow rate

Calculating the volume of larger spills, where it is difficult or impossible to measure the area and depth, requires a different approach. In this method, separate estimates are made of the duration of the spill and the flow rate. The methods of estimating duration and flow rate are: **Duration:** The duration is the elapsed time from the time the spill started to the time that the flow was restored.

**Start Time:** The start time is sometimes difficult to establish. Here are some approaches:

Local residents can be used to establish start time. Inquire as to their observations. Spills that occur in rights-of-way are usually observed and reported promptly. Spills that occur out of the public view can go on longer. Sometimes observations like odors or sounds (e.g. water running in a normally dry creek bed) can be used to estimate the start time.

Changes in flow on a downstream flow meter can be used to establish the start time. Typically, the daily flow peaks are “cut off” or flattened by the loss of flow. This can be identified by comparing hourly flow data during the spill event with flow data from prior days.

Conditions at the spill site change over time. Initially there will be limited deposits of toilet paper and other sewage solids. After a few days to a week, the sewage solids form a light-colored residue. After a few weeks to a month, the sewage solids turn dark. The quantity of toilet paper and other materials of sewage origin increase over time. These observations can be used to estimate the start time in the absence of other information. Taking photographs to document the observations can be helpful if questions arise later in the process.

It is important to remember that spills may not be continuous. Blockages are not usually complete (some flow continues). In this case the spill would occur during the peak flow periods (typically 10:00 to 12:00 and 13:00 to 16:00 each day). Spills that occur due to peak flows in excess of capacity will occur only during, and for a short period after heavy rainfall.

**End Time:** The end time is usually much easier to establish. Field staffs on-site observe the “blow down” that occurs when the blockage has been removed. The “blow down” can also be observed in downstream flow meters.

**Flow Rate:** The flow rate is the average flow that left the wastewater collection system during the time of the spill. There are three common ways to estimate the flow rate:

**Flow meter:** Changes in flows in downstream flow meters can be used to estimate the flow rate during the spill.

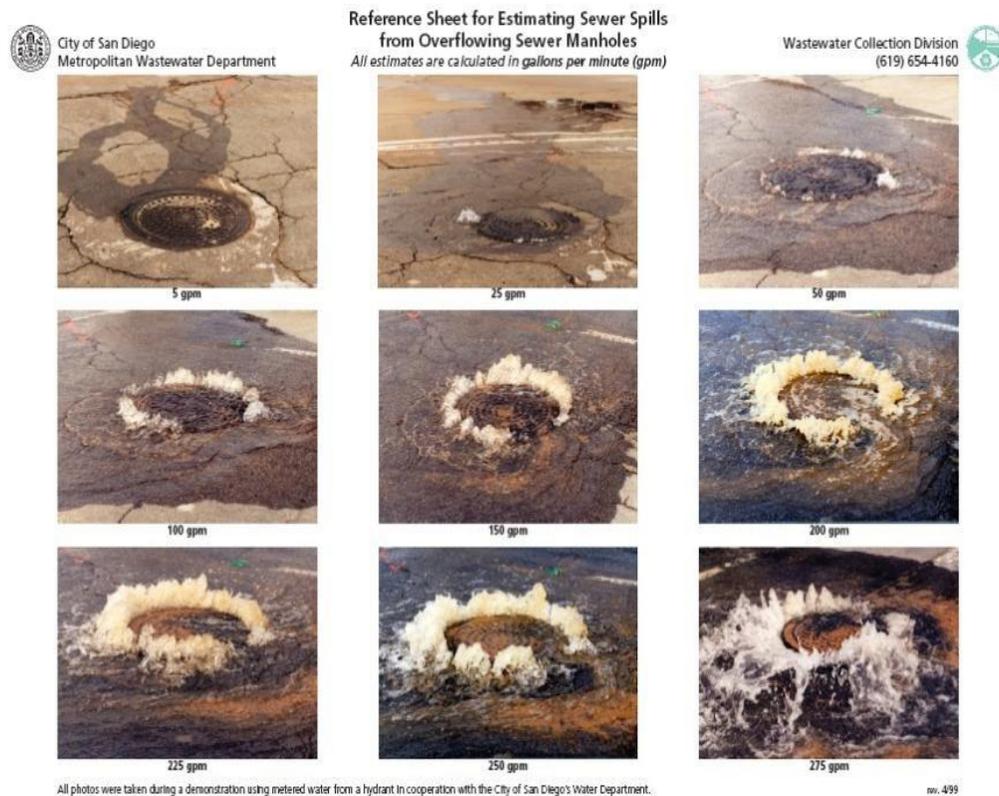
**Counting Connections:** Once the location of the spill is known, the number of upstream connections can be determined from the sewer maps. Multiply the number of connections by 200 to 250 gallons per day per connection or 8 to 10 gallons per hour per connection.



## Method 4: San Diego Spill Reference Sheet

The San Diego Spill Reference Sheet is a chart that illustrates raw sewage flowing from maintenance hole covers at a variety of flow rates. These flows were metered and are considered widely to be highly accurate.

The documented timestamped pictures taken in the field by staff can be used to select the appropriate flow rate from the chart.





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## SMCSD Spill Report Form

**Within three (3) business days** of the Enrollee's knowledge of a Category 1 or Category 2 spill, the Enrollee shall submit a Draft Spill Report to the online CIWQS Sanitary Sewer System Database. The Draft Spill Report must, at a minimum, include the following items:

- 1. Contact information: Name and telephone number of Enrollee contact person to respond to spill-specific questions:** \_\_\_\_\_
- 2. Spill location name:** \_\_\_\_\_
- 3. Location of the spill event including GPS coordinates of known spill boundaries:**
  - c. If a single overflow event results in multiple appearance points, provide GPS coordinates for the appearance point closest to the failure point and describe each additional appearance point in the spill appearance point explanation field
  - d. GPS Coordinates: \_\_\_\_\_
  - e. GPS Coordinates: \_\_\_\_\_
  - f. GPS Coordinates: \_\_\_\_\_
  - g. GPS Coordinates: \_\_\_\_\_
- 4. Did the spill reach a drainage conveyance system? If Yes:**
  - a. Description of the drainage conveyance system transporting the spill:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - b. **The total spill volume fully recovered within the drainage system:** \_\_\_\_\_
  - c. **Total Volume Recovered:** \_\_\_\_\_
- 5. Did the spill directly or indirectly (via a drainage conveyance system) discharge into:**
  - a. A water of the United States for a Category 1 spill,
    - i. **(Circle) YES or NO**
  - b. A water of the State that are not waters of the United States, for a Category 2 spill
    - i. **(Circle) YES or NO**
- 6. Description and GPS coordinates of all discharge point(s), as applicable**
  - a. Description and GPS Coordinates:  
\_\_\_\_\_
  - b. Description and GPS Coordinates:  
\_\_\_\_\_
  - c. Description and GPS Coordinates:  
\_\_\_\_\_
  - d. Description and GPS Coordinates:  
\_\_\_\_\_



- 
- 7. Estimate of total spill volume, inclusive of all discharge point(s): \_\_\_\_\_
  - 8. Estimate of the spill volume that discharged to waters of the State, and spill volume not recovered from a drainage conveyance system: \_\_\_\_\_
  - 9. Estimate of the spill volume recovered (if applicable): \_\_\_\_\_

**10. Spill appearance point(s), including:**

- a. Number of appearance points: \_\_\_\_\_
- b. Description of spill appearance point(s):

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- c. Location including GPS coordinates of each spill appearance point (or attach a sketch to illustrate the geographic location(s) of each spill appearance point):

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d. Sketch Description:

- e. If a single sanitary sewer system failure results in multiple spill appearance locations, each appearance point must be described:

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**11. Spill start date and time:** \_\_\_\_\_

**12. Date and time the Enrollee was notified of, or self-discovered, the spill:**  
\_\_\_\_\_

**13. Estimated operator arrival time:** \_\_\_\_\_

**14. For Category 1 spills requiring California Office of Emergency Services notification:**

a. The date and time the Enrollee notified California Office of Emergency Services:

b. **The California Office of Emergency Services Control Number:** \_\_\_\_\_

Description of the spill event destination(s) including GPS coordinates that represent the full spread of the Spill:

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**15. Spill end date and time:** \_\_\_\_\_

**16. Description of how the spill volume estimations were calculated, including at a minimum:**

d. The methodology, assumptions and type of data relied upon, such as supervisory control and data acquisition (SCADA) records, flow monitoring or other telemetry information used to estimate the volume of the spill discharged, and the volume of the spill recovered (if any volume of the spill was recovered):

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e. The methodology(ies), assumptions and type of data relied upon for estimation of the spill start time and the spill end time:

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**17. Spill cause(s) (for example, root intrusion, grease deposition, etc.):** \_\_\_\_\_

**18. System failure location (for example, main, lateral, pump station, etc.):** \_\_\_\_\_

**19. Whether or not the spill was associated with a storm event:** \_\_\_\_\_



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**20. Description of spill response activities including description of immediate spill containment and cleanup efforts:**

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**21. Description of spill corrective action, including steps planned or taken to reduce, eliminate, and prevent reoccurrence of the spill, and a schedule of major milestone for those steps:**

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**22. Spill response completion date:** \_\_\_\_\_

**23. Whether or not there is an investigation. If yes, detailed narrative of investigation and investigation findings of cause of spill:**

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**24. Reasons for an ongoing investigation (as applicable) and the expected date of completion:**

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**25. Name and type of water body(s) impacted:**

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- a. Public closure, restricted public access, temporary restricted use, and/or posted health warnings due to spill: \_\_\_\_\_
- b. Responsible entity for closing/restricting use of water body: \_\_\_\_\_
- c. Number of days closed/restricted as a result of the spill: \_\_\_\_\_

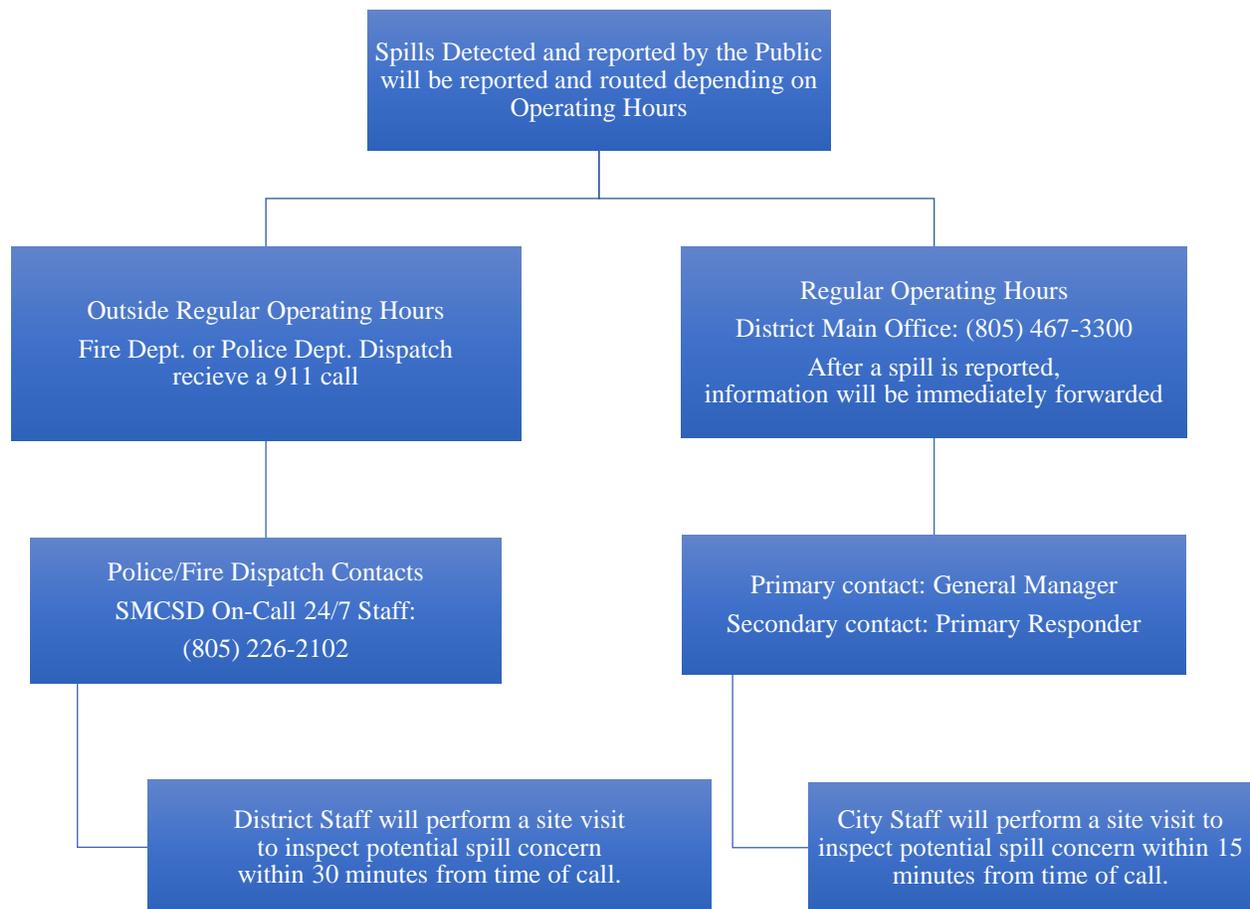




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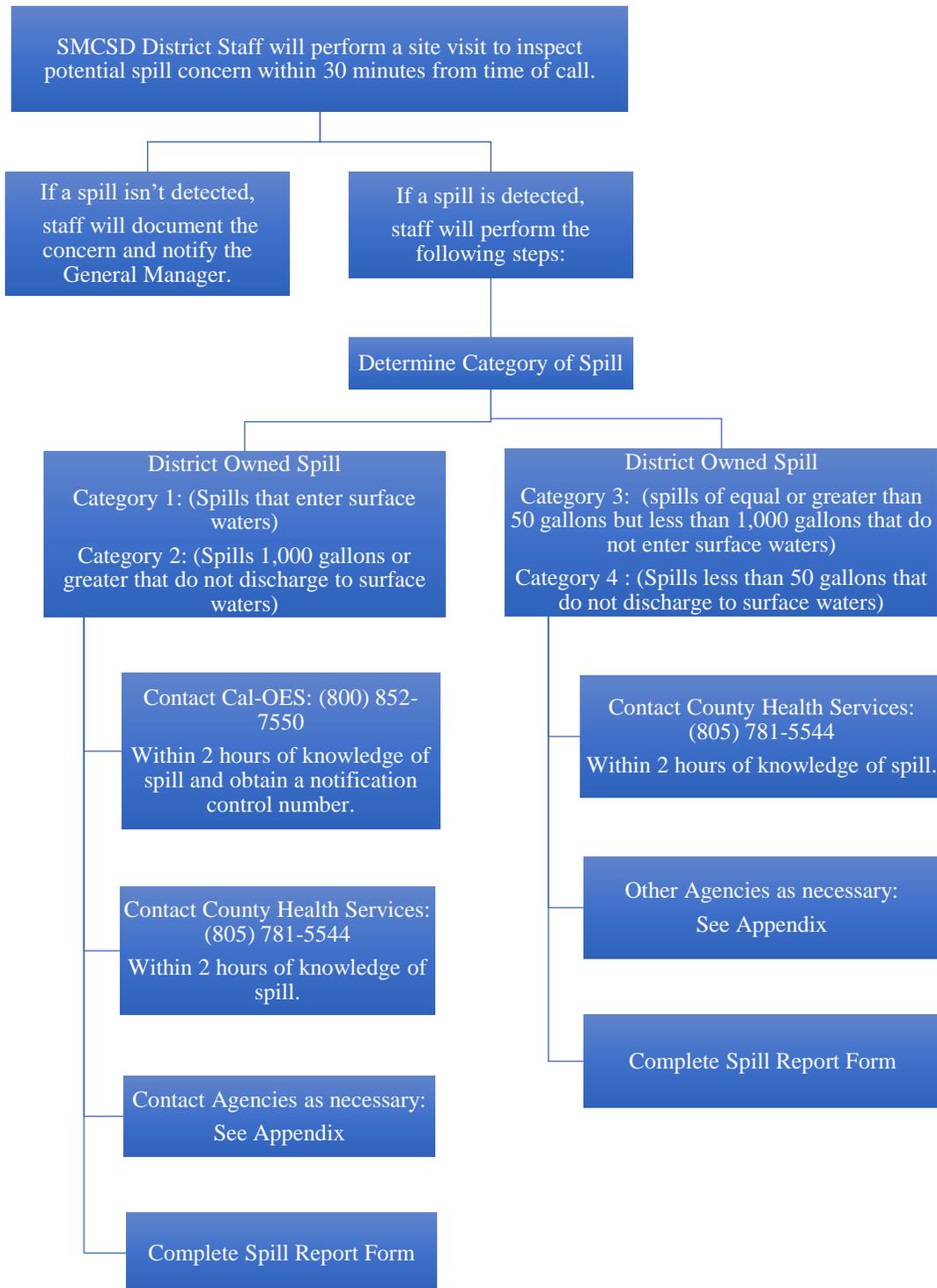
## Chain of Communication for Spill Response

### District Receives Call Reporting a Spill (Initial Response):



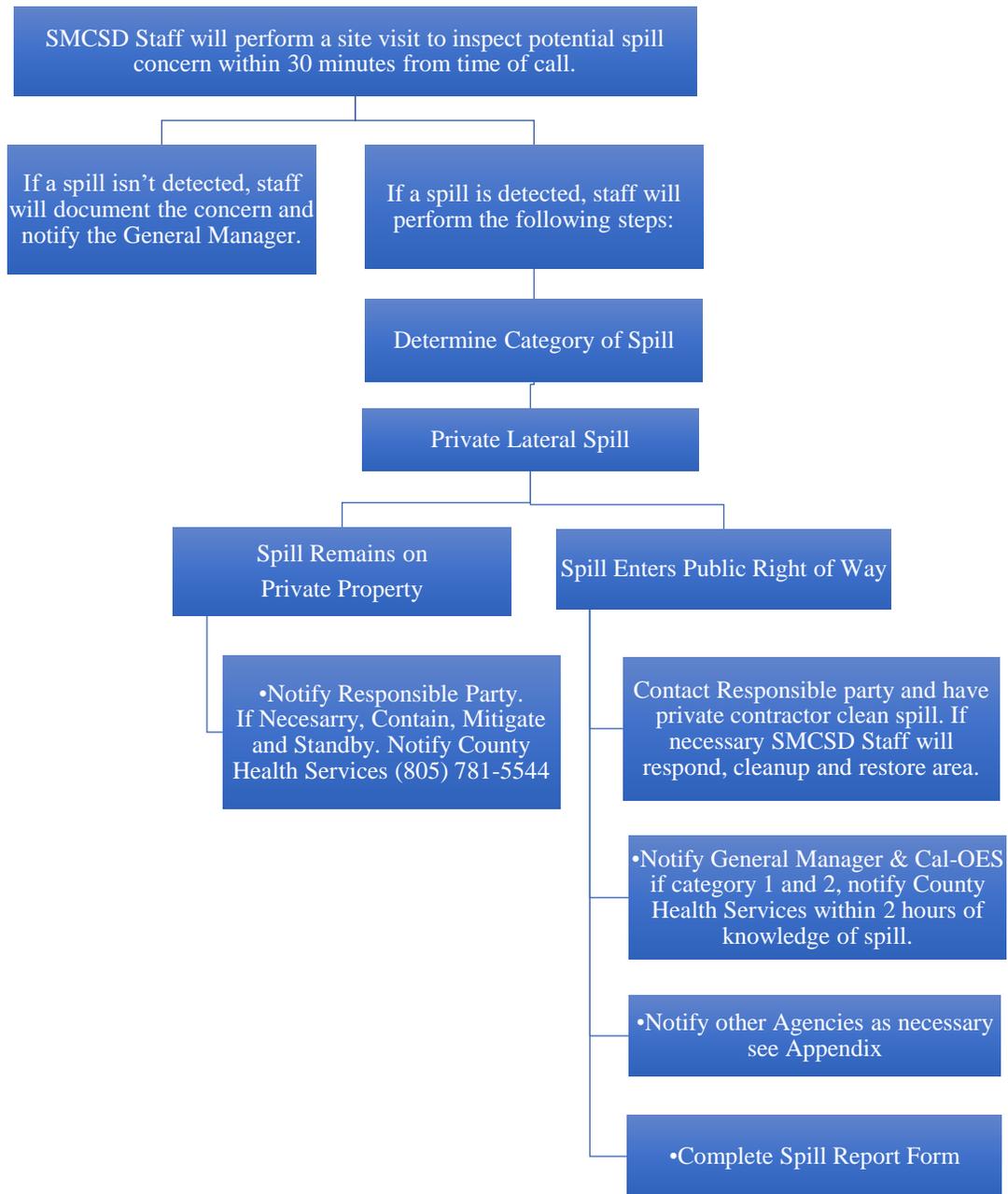


## District Owned Sewer Discharge Procedures:



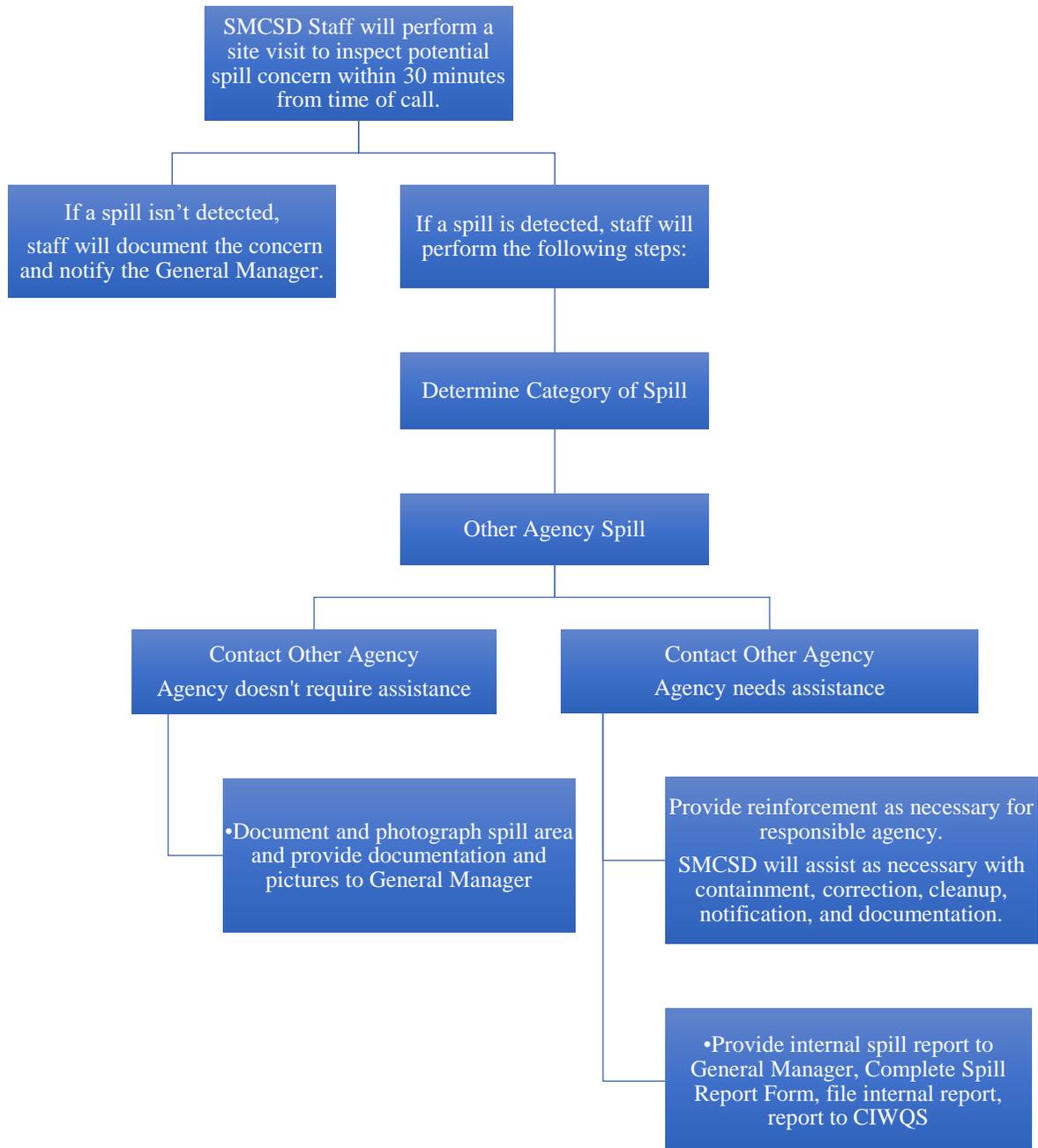


## Private Lateral Sewer Discharge Procedures:





## Other Agency Owned Sewer Discharge Procedures:





## Contact List for San Miguel Community Services District:

Agency Name	Contact Name	Board Member Position	Address	City	State	Zip Code	Phone Number	Email Address
SMCSD	Ashley Sangster	President	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
SMCSD	John Green	Vice President	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
SMCSD	Brendin Beatty	Director	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
SMCSD	Rod Smiley	Director	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
SMCSD	Owen Davis	Director	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
Agency Name	Contact Name	SMCSD Position	Address	City	State	Zip Code	Phone Number	Email Address
SMCSD	Kelly Dodds	General Manager (LRO)	PO Box 180	San Miguel	CA	93451	(805) 467-3388	kelly.dodds@sanmiguelcsd.org
SMCSD	Joe Martines	Field Operator Lead	PO Box 180	San Miguel	CA	93451	(805) 467-3388	joe.martines@sanmiguelcsd.org
SMCSD	Scott Young	Fire Chief	PO Box 180	San Miguel	CA	93451	(805) 467-3388	scott.young@sanmiguelcsd.org
SMCSD	Michelle Hido	Financial Officer	PO Box 180	San Miguel	CA	93451	(805) 467-3388	michelle.hido@sanmiguelcsd.org
SMCSD	Tamara Parent	Board Clerk	PO Box 180	San Miguel	CA	93451	(805) 467-3388	tamara.parent@sanmiguelcsd.org
SMCSD	Kindsay Valencia	Account Clerk	PO Box 180	San Miguel	CA	93451	(805) 467-3388	billing@sanmiguelcsd.org
Agency Name	Contact Name	Agency Position	Address	City	State	Zip Code	Phone Number	Email Address
City of Paso Robles	Emergency	Wastewater Contact	1000 Spring Street	Paso Robles	CA	93446	(805) 237-6464	UTLDirector@prcity.com
SLO County Health	Peter Hague	Director of Environmental Health	2156 Sierra Way, Suite B	San Luis Obispo	CA	93401	(805) 781-5544	ehs@co.slo.ca.us
SLO Fire Dept HAZMAT	Customer Service	Customer Service Rep	100 Cross Street	San Luis Obispo	CA	93401	(805) 543-4244	slu.reception@fire.ca.gov
SWRCB Region 3	Customer Service	Customer Service Rep	895 Aviation Blvd Suite 101	San Luis Obispo	CA	93401	(805) 549-3147	CentralCoast@waterboards.ca.gov
SLO County Sheriff (North)	Customer Service	Customer Service Rep	356 North Main Street	Templeton	CA	93465	(805) 434-4290	- - -
CAL - OES	Customer Service	Customer Service Rep	3650 Schriever Ave	Mather	CA	95655	(800) 852-7550	- - -
SLO County Agriculture	Customer Service	Customer Service Rep	2156 Sierra Way	San Luis Obispo	CA	93401	(805) 781-5910	AgCommSLO@co.slo.ca.us
CA Dept Fish & Game Region 4	Customer Service	Customer Service Rep	1234 E. Shaw Avenue	Fresno	CA	93710	(559) 243-4005 (831) 649-2817	reg4assistant@wildlife.ca.gov



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**RESOLUTION NO. 2025-44**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE AUDIT  
REPORT AND UPDATE TO THE DISTRICT'S SANITARY SEWER MANAGEMENT  
PLAN (SSMP)**

**WHEREAS**, San Miguel Community Services District (“District”) has the responsibility to maintain and manage the communities public sanitary sewer collection system; and

**WHEREAS**, On May 2, 2006, the SWRCB adopted Water Quality Order No. 2006-0003-DWQ (herein after General WDR), requiring all public wastewater collection system agencies in California with greater than one mile of sewers to be regulated under this General WDR.; and

**WHEREAS**, the current SSMP was adopted by the District at the June 2018 SMCSD Board Meeting. As part of the SSMP, the District is required to conduct periodic internal audits. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the District’s compliance with the SSMP requirements including identification of any deficiencies in the SSMP and steps to correct them. The District is required to report the results of the audits, along with recommendations and suggested improvements, to the RWQCB in its annual reports. Updates for the District’s SSMP should be completed as needed. The last SSMP Audit of the SSMP was completed in 2022; and

**WHEREAS**, the District Board of Directors authorized a contract with Engineered Utility Solutions (EUS) to prepare an audit of the existing SSMP and update the plan as required to meet current regulatory requirements; and

**WHEREAS**, EUS completed the audit of the existing SSMP and prepared a 2025 update of the subject plan as required by the SWRCB. The subject plan and audit have been reviewed by District staff and District Engineer and hereby recommended for approval by the District Board.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby:.

1. Accept and approve the audit of the existing SSMP, prepared by Engineered Utility Solutions (EUS); and
2. Adopt the updated SSMP, prepared by Engineered Utility Solutions (EUS).

Signatures on next page

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

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

the foregoing Resolution is hereby passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Christina M. Pritchard, Deputy General Counsel

**Board of Directors  
Staff Report**

November 20, 2025

**AGENDA ITEM: 9.7**

**SUBJECT:** Tabled from 10/23/2025 Board meeting

Authorize the General Manager to execute a Not to Exceed, Time and Material Contract with Water System Consulting for program management support through permitting and construction phases of the Expansion and Upgrade of the Machado WWTF by RESOLUTION 2025-41 (**Approve by 3/5 vote**) (Pg. 241-246)

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**SUGGESTED ACTION:** Authorize the General Manager to execute a Time and Material contract with Water System Consulting for program management support services through construction.

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**DISCUSSION:**

Water System Consulting’s (WSC) original contract for project management of the Machado Wastewater Treatment Facility Expansion and Upgrade was approved in September of 2022 with the expectation that the project would be through design at this point. Due to various delays and changes the project has just recently come to the “100%” plan stage. Due to the additional effort by WSC to get to this point and the anticipated additional effort to complete the final review of the plans and get through the bid phase WSC is requesting their first contract amendment. While they are proposing to redirect the remaining funds from the Alternatives analysis, and Environmental Compliance of the initial contract into Design Program Management, there is still an additional \$55,507.10 projected to complete through bid and project award phases of the project.

Although it is possible that this part of the project will progress faster, with less effort, the expected the proposal is a conservative assumption.

The proposal from WSC is attached to this report and provides a finer outline of the cost breakdown and available contract amounts as of 8/31/25.

At this point in the project the additional services would be at the specific direction of the District. This will help limit the cost to the District for each phase, as well as keep the process on track.

Staff recommends that the Board authorize the General Manager to contract with WSC for project management up to \$55,507.10 through passage of the attached resolution. Any amounts above would be brought back to the Board for further consideration.

Costs associated with the design phases of this project are covered under the existing planning CWSRF grant. Some costs incurred after December 31, 2025, will be incorporated into the construction CWSRF grant once awarded.

The table below provides the initial budget from 2022, Remaining budget, requested change and Proposed remaining.

Task	Description	Initial budget	Remaining budget	Requested change	Proposed remaining
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1	Grant administration	\$6,755.00	\$2,214.50	\$0	\$2,124.50
2	Alternative analysis	\$11,500.00	\$3,415.00	-\$3,415.00	Reassigned to task 4
3	Environmental compliance	\$39,499.00	\$5,514.60	-\$5,514.60	Reassigned to task 4
4	Design program management	\$155,381.00	-\$14,448.50	\$63,881.50	\$49,433.10
5	CWSRF construction application	\$60,000.00	\$3,949.50	\$0	\$3,949.50
		\$273,135.00	\$555.10	\$54,951.90	\$55,507.10

**FISCAL IMPACT:**

Impact depends on Board approval and actual time spent.

Potentially a Not To Exceed amount of: \$55,507.10

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PREPARED BY: Kelly Dodds

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**Amendment Request No. 1 for WWTF Program Management Services**

**September 12, 2025**

**San Miguel CSD**

Kelly Dodds  
General Manager  
1765 Bonita Place  
San Miguel, CA 93451

**WSC San Luis Obispo**

805 Aerovista Place, Suite 201  
San Luis Obispo, CA 93401

**Heather Freed**

P: 706-953-4604  
E: [hfreed@wsc-inc.com](mailto:hfreed@wsc-inc.com)

**Dear Kelly,**

WSC is requesting an amendment of \$54,952 to our existing contract to continue to provide Program Management Services for the WWTF Upgrade and Expansion Project through bidding and award of the construction contract. Our original scope and fee for Program Management Services was submitted in September 2022 and assumed a 24-month schedule to complete design and bidding. Project delays have pushed bidding out to March 2026 (or earlier pending funding), with contractor selection expected by June 2026.

Additionally, our original scope assumed design review for the 30%, 60%, and 90% design deliverables. As discussed, our team also performed an additional review of the 100% deliverable that was not included in the scope.

This amendment request includes additional budget for Task 4 - Design Program Management for additional project management and coordination due to the extended schedule, and to provide additional support for County permitting and project bidding through mid-2026. We are also requesting to roll the remaining budget from the completed Task 2 - Alternative Analysis & Feasibility and Task 3 -Environmental Compliance into Task 4 to cover out of scope work for the 100% design review.

We are pleased to support SMCSO's WWTF Upgrade and look forward to the successful completion of this project. Feel free to contact to me with any questions at 760.953.4604 or [hfreed@wsc-inc.com](mailto:hfreed@wsc-inc.com).

Sincerely,

**Water Systems Consulting, Inc.**

**Heather Freed**  
Project Manager

**Justin Pickard**  
Principal in Charge

## Scope of Work

### Task 4 Design Program Management

#### 4.1 Project Management

- Prepare monthly progress reports to be submitted with each invoice. It is assumed that the project duration is 10 months and will continue through bidding and award of the WWTF Upgrade and Expansion Project. The schedule assumes the project will be bid by March 2026 and award in June 2026 based on the estimated CWSRF agreement timeline.

#### 4.2 Routine Design Coordination and Review

- Attend bi-weekly and as-needed coordination meetings with the design team.
- Review design team and MBR vendor submittals for completion.

#### 4.3 Front End Documents

- Update Front End Documents to include revisions to meet CA public contracting code and comments from the District's legal counsel.
- Coordination with the District's legal counsel on Front End Documents.

#### 4.4 County Permitting Support

- SLO County Building and Grading Permitting Support.
- SLO County Environmental Health Permitting Support.

#### 4.5 Bidding Support

- Bidding support and project team coordination during bid phase.
- Prepare for and attend pre-bid meeting.
- Develop Notice of Award for selected contractor.

**Assumptions:** Detailed design review of the corrected 100 percent plans and specifications is not included.

## Fee Estimate

Task No.	Task Description	WSC				ALL FIRMS	
		Principal in Charge	Technical Advisor	Project Manager	Project Admin	WSC Labor Hours	Total Fee
		Justin Pickard	Matt Rodrigues	Heather Freed	Kay Merrill		
	<i>Billing rates, \$/hr</i>	\$225	\$205	\$202	\$136		
<b>4</b>	<b>Design Program Management</b>						
4.1	Project Management	10		10	10	30	\$ 5,630
4.2	Routine Design Coordination and Review	40	10	40		90	\$ 19,130
4.3	Front End Documents	16		32		48	\$ 10,064
4.4	County Permitting Support	16		32		48	\$ 10,064
4.5	Bidding Support	16		32		48	\$ 10,064
	<b>SUBTOTAL</b>	<b>98</b>	<b>10</b>	<b>146</b>	<b>10</b>	<b>264</b>	<b>\$ 54,952</b>
	<b>COLUMN TOTALS</b>	<b>98</b>	<b>10</b>	<b>146</b>	<b>10</b>	<b>264</b>	<b>\$ 54,952</b>

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Mileage will be reimbursed at the prevailing federal mileage reimbursement rate in effect at the time of travel

Rates are subject to revision as of January 1 each year.

We also request approval to reallocate the remaining funds from the completed Task 2 and Task 3 to Task 4 in order to address the current overages in Task 4, as detailed below:

Task	Status	Budget Remaining as of 8/31/25	Amendment Request 1	Budget Remaining with Amendment Request 1
1 Grant Administration	Ongoing	\$2,124.50	No Change	\$2,124.50
2 Alternative Analysis & Feasibility	Complete	\$3,415.00	-\$3,415.00	\$0.00
3 Environmental Compliance	Complete	\$5,514.60	-\$5,514.60	\$0.00
4 Design Program Management	Ongoing	-\$14,448.50	+\$8,929.50 <sup>(1)</sup> +\$54,952.00 <sup>(2)</sup>	\$49,433.10
5 CWSRF Construction Application	Ongoing	\$3,949.50	No Change	\$3,949.50
Total		\$555.10		\$55,507.10

(1) \$8,929.50 added from Task 4 includes the remaining budgets subtracted from completed Task 2 and Task 3.

(2) \$54,952 includes added fee for additional work through bidding and project award.

**RESOLUTION 2025-41**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AMENDMENT #1 FOR THE  
EXISTING CONTRACT WITH WATER SYSTEMS CONSULTING FOR PROJECT  
MANAGEMENT SUPPORT FOR THE MACHADO WASTEWATER TREATMENT  
FACILITY EXPANSION AND UPGRADE IN AN AMOUNT NOT TO EXCEED  
\$55,507.10, INCLUDING RELATED BUDGET ADJUSTMENTS**

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

**WHEREAS**, the District is currently completing the planning phase of the Machado Wastewater Treatment Facility expansion and upgrade and is proceeding with Permitting, Construction and Commissioning which will require additional project management support from Water System Consulting (District Engineer)

**NOW THEREFORE, BE IT RESOLVED**, the Board of Directors of the San Miguel Community Services District does, hereby authorize the following:

1. The Board of Directors authorizes the General Manager to execute Amendment #1 to the existing contract with Water System Consulting to provide project management support to the District on a Not to Exceed -Time and Material basis; and
2. The Board of Directors also authorizes budget adjustments as follows:
  - o Increase expense budget 40-587 by \$55,507.10 for permitting support

Total increases are not to exceed \$55,507.10 without additional Board authorization.

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 \_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Ashley Sangster, Board President

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Christina M. Pritchard, Deputy General Counsel

## Board of Directors Staff Report

November 20, 2025

**AGENDA ITEM: 9.8**

**SUBJECT:** Review and approve contract amendments, # 7 and #8, with Wallace Group for additional work related to the separation and preparation of separate construction documents, bid phase support, and support during construction for 1) The installation and connection of the switchgear purchased under separate board action and 2) Construction of perimeter fencing around the Machado WWTF expansion parcel. (**Approve by 3/5 vote**) (Pg. 247-256)

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**SUGGESTED ACTION:** It is recommended that after review and discussion that the Board approve, by 3/5 vote of the Board, and authorize the General Manager to execute, contract amendments # 7 and #8 with Wallace Group Inc for the preparation of construction documents, bid phase support, and support during construction for; 1) The installation and connection of the switchgear purchased under separate board action and 2) Construction of perimeter fencing around the Machado WWTF expansion parcel.

---

### **DISCUSSION:**

The District is currently awaiting final funding agreements with the Clean Water State Revolving Fund (CWSRF) which is projected to cover the majority, in not all, of the costs associated with the expansion and upgrade of the Machado Wastewater Treatment Facility (WWTF). However due to the continued delay in receiving that agreement, and the impending deadline to complete the photovoltaic solar array the District will need to install the switchgear and fencing for the WWTF in advance of the major construction. This will require a contract amendment for the modification of the existing plan sets to separate out construction documents to create separate bid sets for the installation of the switchgear as well as the installation of the site perimeter fencing.

#### Contract amendment #7 Switchgear installation (\$21,600)

Extract and modify relevant drawings and technical specifications from the 100% design set to create a bid-ready package for installation of the switchgear, conduit to solar PV system, temporary disconnect and connection to existing electrical service, and other necessary infrastructure and equipment to allow PG&E to set the new service meter for the Solar PV be ready to operate and meet the NEM 2.0 deadline.

#### Contract amendment #8 Perimeter fencing (\$9,735)

Extract and modify relevant drawings and technical specifications from the 100% design set to create a bid-ready package for construction of the west, north, and east site fencing and entrance gate.

Both amendments are building on information which is predominantly already available in the 100% plan set, but is to be packaged for separate bid release which requires additional time be spent above and beyond the original scope of work.

Both proposed amendments are attached to this report for review and approval.

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### **FISCAL IMPACT:**

Contract amendment #7 \$21,600

Contract amendment #8 \$9,735

Total commitment for CA #7 and #8 of \$31,335 to be paid from wastewater fund (40-587)

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PREPARED BY: Kelly Dodds

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## CONTRACT AMENDMENT



<b>Project Name:</b> Machado WWTF Upgrade & Expansion Design	<b>CA No.</b> 7
<b>Client Name:</b> San Miguel CSD	<b>Project/Phase No.</b> 0406-0031
<b>Attention:</b> Kelly Dodds	<b>Date:</b> November 11, 2025
<b>Address:</b> PO Box 180, San Miguel, CA, 93451	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed October 5, 2022. If approved, please return one signed original Contract Amendment to Wallace Group.

### Description and Purpose of the Revisions

**Purpose:** Extract and modify relevant drawings and technical specifications from the 100% design set to create a bid-ready package for installation of the switchgear, conduit to solar PV system, temporary disconnect and connection to existing electrical service, and other necessary infrastructure and equipment to allow PG&E to set the new service meter for the Solar PV be ready to operate and meet the NEM 2.0 deadline.

**Scope:**

1. Project Management

- Provide project management and administration, including client coordination, coordination between subconsultants, and QA/QC of deliverables.

2. Switchboard Construction Design Documents

- Prepare design drawings and technical specifications for installation of the switchboard, conduit, and temporary disconnect (400A) between new switchboard and existing service to allow for a new PG&E service and ready for the solar PV system and schedule.
- Utilize existing drawings to the extent possible, screening back components that are not part of this scope. Some sheets will require modifications. Below are the sheets we anticipate including in the package; however, additional sheets may be added as needed:
  - i. Title sheet, general notes, legend, abbreviations as needed.
  - ii. E0.1 Electrical General Notes and Legend
  - iii. E0.2 Modified Single Line Diagram showing PG&E Transformer, Service Switchboard, PV System, and temporary disconnect to existing service entrance.
  - iv. E0.3 SSB Elevation Details. Modify SSB dimensions to align with selected Eaton equipment.
  - v. E0.5 Modified Conduit, Cable, Underground Schedule
  - vi. E0.6 Modified Panel Schedule.
  - vii. E1.1 Modified Complete Site Electrical Plan. Fade back future work to show only work included in this scope. Add temporary 400A disconnect and overhead between the new service entrance and the existing service entrance.
  - viii. E2.3 Modified to show PV System Conduit Continuation
  - ix. E6.0 & 6.1- Details as needed
  - x. S5.4 SSB & PV Disconnect Slab Plans & Details, modified to align with selected Eaton equipment. Pull in relevant notes from S0 sheets.

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4704



- xi. Relevant structural details from S1.X and/or S3.1.
  - xii. Final PG&E construction drawings.
  - Utilize the existing specifications to the extent possible and modify as needed. Technical Specifications are expected to include but are not limited to the following sections:
    - i. Division 01- General Requirements
    - ii. Division 03- Concrete
    - iii. Division 26- Electrical
  - Incorporate District draft review comments into a final design deliverable. Provide response to draft review comments.
3. Bid Phase Support
- Attend and participate in one pre-bid meeting/site walk. Assume the pre-bid meeting will be the same day and consecutive with the Site Fencing pre-bid meeting.
  - Review and respond to RFIs during the bidding process through addenda.
4. Engineering Support During Construction
- Attend one (1) preconstruction meeting with the contractor and PG&E
  - Attend weekly 30-minute construction meetings while on site work is proposed (assumes up to 4 meetings).
  - Coordination with PG&E during construction
  - Review and respond to RFIs and Submittals
  - Review and respond to change order requests
  - Prepare as-builts from contractor redlines
  - Attend one (1) site project close-out walk with SMCSO to facilitate project punch list. Coordinate close out negotiations with contractor and SMCSO.

Deliverables:

- Draft and Final Solar PV Ready Design Drawings and Technical Specifications. Response to Draft and Final Design Package comment.
- Bid Phase: Responses to bid question.
- ESDC: Submittal responses, RFI responses, contract document clarifications, record drawings.

Assumptions: EJCDC Front Ends will be prepared by the District Engineer. District Engineer will prepare formal addenda.

See attached estimate for detailed fee breakdown.



**Revision(s) Represent:**

- a change in previous instructions
- a change in Scope of Services
- other:

**Revision(s) Fee:**

- hourly (time & materials) \$21,600
- progress billing: \$
- not-to-exceed w/o authorization: \$

**Revision(s) will be invoiced as:**

- increase to an item within the existing contract
- a new item added to existing contract

**Issued by,**

**WALLACE GROUP, a California Corporation**

**APPROVED BY CLIENT:**

A blue ink handwritten signature of Bryan D. Childress.

Bryan D. Childress, PE M37934/C88775  
Principal/Director of Mechanical Engineering  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Wallace Group Team Resource Estimate for the  
Switchboard Construction Package**

**BUDGET SUMMARY**

PHASE/TASK No.	TASK DESCRIPTION	OTTO ELECTRICAL	MURPHY STRUCTURAL ENGINEERS	WALLACE GROUP - SENIOR ENGINEER	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS	HRS	HRS	COST	HRS		
		<b>RATE</b>	<b>\$250</b>	<b>\$250</b>	<b>\$180</b>			
1	Construction Documents	40	12	10		62	\$14,800	\$14,800
2	Bid Phase Support	8		10		18	\$3,800	\$3,800
3	Engineering Support During Construction	12				12	\$3,000	\$3,000
	<b>SUB-TOTALS</b>	60	12	20		<b>92</b>	<b>\$21,600</b>	<b>\$21,600</b>
	<b>LABOR COSTS</b>	\$15,000	\$3,000	\$3,600				<b>\$21,600</b>
	<b>DIRECT COSTS</b>							
	<b>TOTAL</b>							<b>\$21,600</b>

Task Budgets may fluctuate within Overall Budget

\* Designates Prevailing Wage

2025 std rates apply

## CONTRACT AMENDMENT

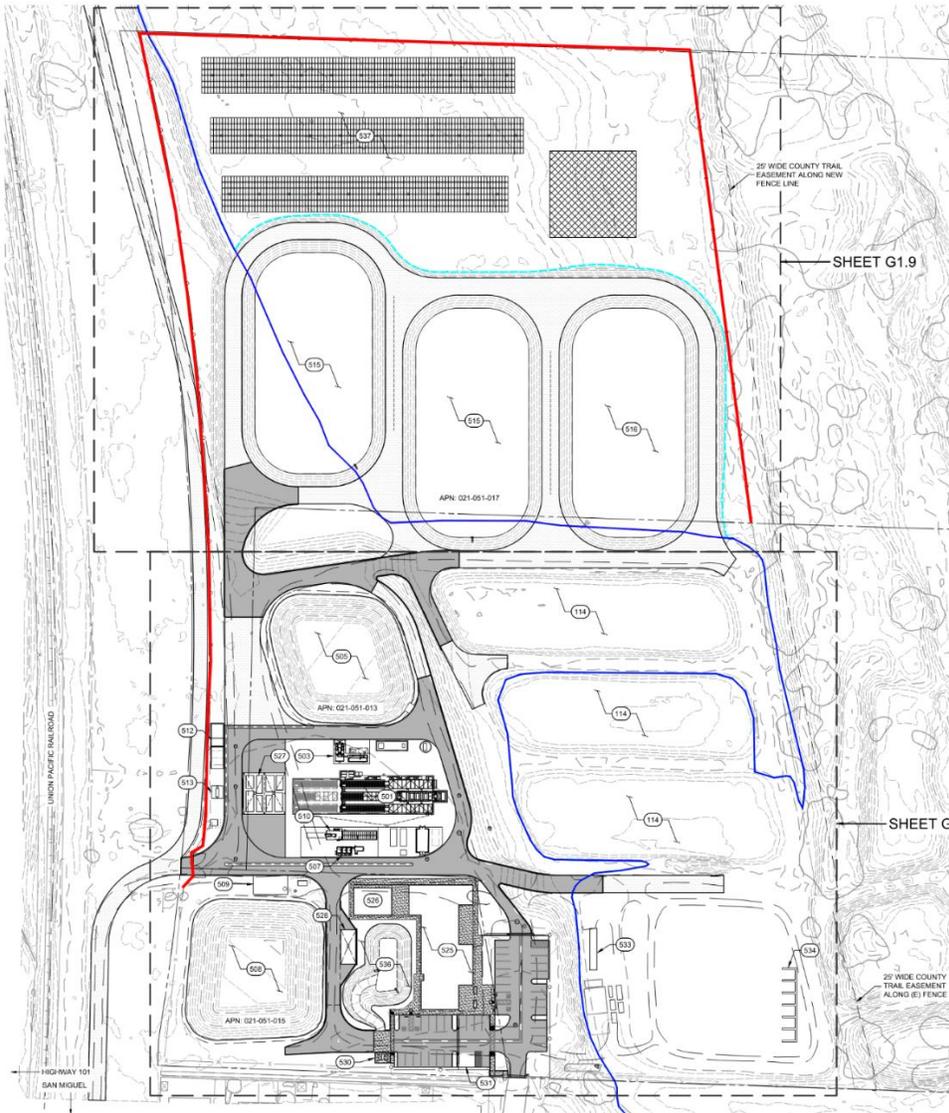
<b>Project Name:</b> Machado WWTF Upgrade & Expansion Design	<b>CA No. 8</b>
<b>Client Name:</b> San Miguel CSD	<b>Project/Phase No. 0406-0031</b>
<b>Attention:</b> Kelly Dodds	<b>Date:</b> November 11, 2025
<b>Address:</b> PO Box 180, San Miguel, CA, 93451	



Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed October 5, 2022. If approved, please return one signed original Contract Amendment to Wallace Group.

### Site Fencing Bid Package Description and Purpose of the Revisions

**Purpose:** Extract and modify relevant drawings and technical specifications from the 100% design set to create a bid-ready package for construction of the west, north, and east site fencing and entrance gate outlined in red below:



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

**Scope:**

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4004

**253**

www.wallacegroup.us



1. Project Management

- Provide project management and administration, including client coordination, coordination between subconsultants, and QA/QC of deliverables.

2. Site Fencing Design Documents

- Prepare design drawings and technical specifications for installation of the site fencing and gates at the WWTF to enclose the solar PV system.
- Utilize existing drawings to the extent possible, screening back components that are not part of this scope. Some sheets may require modifications. Preliminary sheet list below:
  - i. Title sheet, general notes, legend, abbreviations as needed.
  - ii. G1.7, 8, 9- Site Plan modified to screen back other work and only show site fencing and N Street entrance gate to align with scope of work.
  - iii. Relevant details.
- Utilize the existing specifications to the extent possible and modify as needed. Technical Specifications are expected to include but are not limited to the following sections:
  - i. Division 01- General Requirements
  - ii. Section 32 31 13- Chain Link Fences and Gates and related requirements as needed
- Incorporate District draft review comments into a final design deliverable. Provide response to draft review comments.

3. Bid Phase Support

- Attend and participate in one pre-bid meeting/site walk. Assume the pre-bid meeting will be the same day and consecutive with the Solar PV Ready pre-bid meeting.
- Review and respond to RFIs during the bidding process through addenda.

4. Engineering Support During Construction

- Attend one (1) preconstruction meeting
- Review and respond to RFIs and Submittals
- Review and respond to change order requests
- Prepare as-builts from contractor redlines
- Attend one (1) site project close-out walk with SMCSO to facilitate project punch list. Coordinate close out negotiations with contractor and SMCSO.

Deliverables:

- Draft and Final Site Fencing Design Drawings and Technical Specifications. Response to Draft and Final Design Package comment.
- Bid Phase: Responses to bid question.
- ESDC: Submittal responses, RFI responses, contract document clarifications, record drawings.

Assumptions: EJCDC Front Ends will be prepared by the District Engineer. District Engineer will prepare formal addenda.

See attached estimate for fee breakdown.



**Revision(s) Represent:**

- a change in previous instructions
- a change in Scope of Services
- other:

**Revision(s) Fee:**

- hourly (time & materials) \$9,735
- progress billing: \$
- not-to-exceed w/o authorization: \$

**Revision(s) will be invoiced as:**

- increase to an item within the existing contract
- a new item added to existing contract

Issued by,

**WALLACE GROUP, a California Corporation**

**APPROVED BY CLIENT:**

A blue ink handwritten signature of Bryan D. Childress.

Bryan D. Childress, PE M37934/C88775  
Principal/Director of Mechanical Engineering  
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San Luis Obispo  
California 93401  
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F 805 544-4294  
www.wallacegroup.us

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Wallace Group Team Resource Estimate for the  
Site Fencing Bid Package**

**BUDGET SUMMARY**

PHASE/TASK No.	TASK DESCRIPTION	Principal	Senior Civil Engineer I	Associate Engineer II	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS	HRS	HRS	COST	HRS		
		RATE	\$280	\$205	\$145			
1	Project Management	2				2	\$560	\$560
2	Construction Documents	1	6	24		31	\$4,990	\$4,990
3	Bid Phase Support		8			8	\$1,640	\$1,640
4	Engineering Services During Construction		11	2		13	\$2,545	\$2,545
<b>SUB-TOTALS</b>		3	25	26		54	<b>\$9,735</b>	<b>\$9,735</b>
<b>WALLACE GROUP LABOR COSTS</b>		\$840	\$5,125	\$3,770				<b>\$9,735</b>
<b>WALLACE GROUP DIRECT COSTS</b>								
<b>SUBCONSULTANT DIRECT COSTS</b>								
<b>DIRECT COSTS OVERHEAD @</b>							15%	
<b>TOTAL</b>								<b>\$9,735</b>

Task Budgets may fluctuate within Overall Budget

\* Designates Prevailing Wage

2025 std rates apply

## Board of Directors Staff Report

November 20, 2025

AGENDA ITEM: 9.9

**SUBJECT:** Continuation of 9/25/2025 Board Meeting  
Discussion on proposed District Facility Use Policy RESOLUTION 2025-40 (**Provide direction to staff or approve by 3/5 vote**) (Pg. 257-268)  
Requested by Director Green, Sangster & Davis

---

**SUGGESTED ACTION:** Review, discuss, and provide direction to staff regarding revision or adoption of a District Facility Use Policy

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### **DISCUSSION:**

Many California public entities, including Community Services Districts (“CSDs”) and cities, routinely rent out their facilities for private or non-agency uses. This can include community meetings, charity events, and even private social functions. A CSD may allow public use of its property, even for purposes not part of the district’s own operations, so long as such use is within the district’s legal powers and properly authorized. The district’s enabling statute (Gov. Code §61000 et seq.) and district policies will define allowable uses. The board of directors should formally approve any private or non-agency use, either through a general facility use policy or case-by-case action, to ensure the use is consistent with the district’s purposes and to comply with any legal requirements. The CSD board is empowered to adopt ordinances and regulations governing the use of district facilities, including setting reasonable usage charges. For example, one CSD’s summary of powers confirms that the board may “[h]old, use, enjoy, lease, or dispose of any of its property” and may establish rules and fees for use of its facilities.

Government Code section 61060 authorizes a district to acquire “hold, use, enjoy, lease or dispose of any of its property”, meaning a CSD or similar district can lawfully allow temporary use or rental of its facilities. However, to avoid legal pitfalls like California Constitution’s prohibition on gifts of public funds, these arrangements must serve a public purpose or ensure fair compensation. Some districts address this by charging rental fees to cover costs and by ensuring the event has some community or public benefit. Therefore, if a facility is offered at no cost or below market rate, the governing board should formally find that the waiver serves a public benefit. Many districts use tiered fee schedules or case-by-case board approval for fee waivers to satisfy this requirement.

It is crucial that any non-district use of District property be properly authorized by the Board. This situation should be corrected, because under CSD law the board of directors' controls district property and must authorize its use either by ordinance, resolution, or policy. Without formal approval, such uses could be viewed as unauthorized use of public assets. Therefore, occasional public use of District property for non-district events is allowed, but it must be done within the legal framework: the board should authorize it, and the use should either generate reasonable compensation or clearly serve a public purpose of the district.

This item was originally presented to the Board at the regular September 2025 Board meeting. During

discussion of this item, president Ashley Sangster requested certain revisions to the proposed policy, which have been incorporated into the attachments to this report. There is both a redline and clean version for ease of review.

---

**FISCAL IMPACT:**

Other than staff and legal time to prepare the proposed policy no additional costs are anticipated in relation to this policy.

---

PREPARED BY: Christina Pritchard

---

**RESOLUTION NO. 2025-40**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
ESTABLISHING A FACILITY USE POLICY**

**WHEREAS**, San Miguel Community Services District (“District”) is a community services district formed under California Government Code section 61000 et. seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

**WHEREAS**, California Government Code section 61060 provides District the power to hold, use, enjoy, lease, or dispose of any of its property and expressly authorizes the Board of Directors (“Board”) to enforce rules and regulations governing the use of District facilities. The Board has legal authority to permit temporary use or rentals of District owned property and to establish policies, rules, and fees for such use; and

**WHEREAS**, the District owns and maintains certain real properties and facilities for public benefit, and the Board desires to allow use of District facilities by outside groups when such use benefits the community and complies with the law; and

**WHEREAS**, the California Constitution Article XVI, section 6, prohibits any gift of public funds meaning the District cannot give away the use of public resources for private benefit without receiving faire value or serving a public purpose. Accordingly, any non-District use of District property must either (a) serve a public purpose that benefits the community or (b) provide fair compensation to the District, to avoid an unlawful gift of public resources; and

**WHEREAS**, the Board finds that allowing use of District facilities by community groups, public agencies, non-profits, and local residents for meetings, events, and activities can serve a valid public purpose such as promoting community engagement, recreation, education, and cultural enrichment provided that the District is compensated for costs or that the event is aligned with community benefits. This policy is intended to facilitate community use of District facilities on fair and equitable terms; and

**WHEREAS**, the Board has determined that it is in the public interest to establish a formal Facility Use Policy setting forth when and how outside groups may use District facilities, the security deposits, insurance requirements, and the approval process for such uses, in order to ensure transparency, consistency, and protection of the District’s assets and financial integrity; and

**WHEREAS**, the Board has reviewed the proposed Facility Use policy and determined that its adoption is in the best interest of the District and the community by establishing clear administrative procedures and ensuring compliance with applicable legal requirements governing the use of District property, excluding those areas which are needed for District’s operational needs or are otherwise inappropriate for public access.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt the following District Use Policy:

### **Section 1. Eligible Users and Permitted Uses.**

District Facilities may be made available for temporary use by outside organizations, groups, or individuals (“Users”) for purposes that benefit the community or are consistent with the District’s mission. Eligible Users include local residents, community groups, nonprofit organizations, other public agencies, and private parties, provided that the proposed use is lawful and appropriate for the facility. Typical permitted uses may include community meetings, classes, workshops, ceremonies, private events such as baby showers or birthday parties, and other social, educational, or recreational events open to the community or privately hosted. The General Manager shall determine whether a proposed use serves a community purpose or is otherwise in the public interest. Under no circumstances shall District Facilities be used for any illegal activities or for purposes that pose safety hazards or could damage District property. The Board may establish further guidelines prioritizing certain uses. All Users must comply with any capacity limits, noise ordinances, or other regulations applicable to the facility.

### **Section 2. Application and Approval Process**

Any outside party wishing to use a District Facility must submit a Facility Use Application to the District. The application should contain details of the proposed event (date, time, facility requested, nature of event, expected attendance, etc.) and must be submitted no less than seven (7) days in advance of the event. District staff, under direction of the General Manager, will review each request for consistency with this policy. The District may develop a standard Facility Use Agreement form to be signed by the User upon approval, outlining the terms, fees, and user obligations. If a requested use involves exceptional circumstances, the Board of Directors approval may be required on a case-by-case basis. The District reserves the right to deny any application if the proposed use is deemed inconsistent with the public interest, would unduly interfere with District operations, or if the applicant has previously violated District facility rules. Approved applicants will receive a permit or agreement specifying the approved use, required deposit, and any special conditions. Users shall not advertise or finalize event plans until official approval is granted.

### **Section 3. Security Deposits**

Users shall ~~may~~ be required to pay a refundable security deposit in an amount set by the District. The deposit is intended to cover any potential damage repair, extra cleaning, or overtime costs that result from the User’s event. If the facility is returned in a clean, undamaged condition and all terms of use were followed, the deposit will be refunded in full. If there is damage, missing equipment, or unusual clean-up required, the District may retain all or part of the deposit to cover those costs, and will provide an itemized explanation. Users are responsible for any costs of damage or cleaning that exceed the deposit. The District’s Facility Use Agreement shall include a statement of the User’s responsibility to leave the facility in the same condition as received, and conditions for forfeiture of deposit if obligations are not met.

#### **Section 4. Cost Recovery**

The District shall recover its reasonable costs associated with the review, processing, and administration of Facility Use applications. Such costs may include, but are not limited to, staff time, public safety review, site inspections, technical or legal review, and any other services necessary to evaluate the application. Applicants shall pay all applicable fees established by the District's adopted fee schedule, as well as any additional actual costs incurred by the District that exceed the standard application fee. The District may require payment of an application deposit or the execution of a cost recovery agreement prior to initiating review. No Facility Use application shall be approved until all required fees and costs have been paid in full, unless waived pursuant to Section 7 of this policy.

#### **Section 54. Insurance Requirements**

The District may require Users of District Facilities to obtain and provide proof of adequate liability insurance coverage for large events, to protect both the User and the District from claims of injury or property damage. Prior to use, the User shall provide a Certificate of Liability Insurance naming the San Miguel Community Services District as an additional insured for the date(s) of the event. The minimum liability coverage shall be in the amount of one million dollars (\$1,000,000). The insurance certificate must be delivered to the District via email or regular post 30 days before the event. Failure to provide the required insurance documentation in time will result in revocation of the use permit and/or cancellation of the reservation.

Any User, on behalf of itself and its insurers, shall waive any and all rights of recovery against the District, its officers, employees, agents, and volunteers for any loss, damage, or expense covered (or that should have been covered) by the User's insurance required under this Policy or otherwise maintained by the User. Users shall ensure that all required insurance policies include a waiver of subrogation endorsement in favor of the District. The District's acceptance of a certificate of insurance without a waiver of subrogation endorsement shall not be deemed a waiver of this requirement.

#### **Section 65. Indemnification and Liability**

Any User of District Facilities must agree, as part of the use agreement, to indemnify, defend, and hold harmless the District, its directors, officers, employees and agents from any liability, claims, or damages arising out of the User's use of the facility. The User assumes responsibility for the safety of its invitees and for any damage or injuries that occur during its event. The District makes no warranties as to the condition or suitability of the facility for the User's intended use, and Users utilize District property at their own risk. The District shall not be liable for any loss, injury, or inconvenience to the User or its guests arising from circumstances beyond the District's control. The Facility Use Agreement shall include a liability waiver acknowledging these conditions. Moreover, Users must comply with all applicable laws and regulations, including fire codes, safety rules, noise regulations, and any required permits. The User is solely responsible for obtaining any such permits or approvals and providing copies to the District upon request. Violation of any laws or of District rules during the event is grounds for immediate termination of the event and forfeiture of deposits, and may result in denial of future use requests.

**Section 76. Deposit Waivers and Public Purpose Events**

While the District’s policy is to charge fees to offset costs, the Board recognizes that some events sponsored by community groups or public service organizations may provide such significant public benefit that it could be appropriate to waive or reduce the normal deposit requirements. Any waiver or reduction of deposits shall require Board approval. In considering a fee waiver, the Board must make a finding that the proposed use serves a public purpose and contributes to the public welfare such that charging the full deposit would be counterproductive or unduly burdensome on the community benefit. Even if deposits are waived, Users may still be required to provide insurance, deposits, and cover any out-of-pocket costs the District incurs. Case-by-case approval allows the Board to ensure waivers are granted only when legally permissible. Absent an approved waiver, all Users shall remit the required deposit pursuant to Section 3.

**Section 87. Administration and Enforcement**

The General Manager is authorized to implement this Facility Use Policy, including developing application forms, permit agreements, and internal procedures consistent with this policy. District staff shall monitor compliance with all facility use agreements. If a User violates the terms of use or causes significant problems, the General Manager may immediately halt the event and/or deny that User future access to District facilities. The District reserves the right to cancel or reschedule an approved reservation in the event the facility is needed for an emergency or essential District purpose; in such case any fees and deposits would be refunded. District staff shall maintain records of all facility use agreements and ensure that the use of District property under this policy remains consistent with the District’s public service mission and legal requirements.

**NOW THEREFORE, BE IT FURTHER RESOLVED**, the Board does, hereby, find and declare that:

1. The Board hereby approves and adopts the Facility Use Policy as the official policy of the District for governing the use of District property and facilities.
2. The Board finds and determines that the District Facility Use Policy is legally authorized under Government Code section 61060 and serves a valid public purpose.
3. The Board delegates to the General Manager the authority to administer the Facility Use Policy. This delegation includes implementing any necessary administrative procedures, approving standard facility use applications, and enforcing all terms and conditions of the policy. The Board further finds that the procedures set forth in the Policy are fair and in the public interest.
4. This Resolution shall take effect immediately upon its adoption.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Ashley Sangster, Board President

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Christina M. Pritchard  
District Deputy General Counsel

**RESOLUTION NO. 2025-40**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
ESTABLISHING A FACILITY USE POLICY**

**WHEREAS**, San Miguel Community Services District (“District”) is a community services district formed under California Government Code section 61000 et. seq. to provide community services within the District’s service area, including water, sewer, lighting, solid waste, and fire protection services; and

**WHEREAS**, California Government Code section 61060 provides District the power to hold, use, enjoy, lease, or dispose of any of its property and expressly authorizes the Board of Directors (“Board”) to enforce rules and regulations governing the use of District facilities. The Board has legal authority to permit temporary use or rentals of District owned property and to establish policies, rules, and fees for such use; and

**WHEREAS**, the District owns and maintains certain real properties and facilities for public benefit, and the Board desires to allow use of District facilities by outside groups when such use benefits the community and complies with the law; and

**WHEREAS**, the California Constitution Article XVI, section 6, prohibits any gift of public funds meaning the District cannot give away the use of public resources for private benefit without receiving fair value or serving a public purpose. Accordingly, any non-District use of District property must either (a) serve a public purpose that benefits the community or (b) provide fair compensation to the District, to avoid an unlawful gift of public resources; and

**WHEREAS**, the Board finds that allowing use of District facilities by community groups, public agencies, non-profits, and local residents for meetings, events, and activities can serve a valid public purpose such as promoting community engagement, recreation, education, and cultural enrichment provided that the District is compensated for costs or that the event is aligned with community benefits. This policy is intended to facilitate community use of District facilities on fair and equitable terms; and

**WHEREAS**, the Board has determined that it is in the public interest to establish a formal Facility Use Policy setting forth when and how outside groups may use District facilities, the security deposits, insurance requirements, and the approval process for such uses, in order to ensure transparency, consistency, and protection of the District’s assets and financial integrity; and

**WHEREAS**, the Board has reviewed the proposed Facility Use policy and determined that its adoption is in the best interest of the District and the community by establishing clear administrative procedures and ensuring compliance with applicable legal requirements governing the use of District property, excluding those areas which are needed for District’s operational needs or are otherwise inappropriate for public access.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt the following District Use Policy:

### **Section 1. Eligible Users and Permitted Uses.**

District Facilities may be made available for temporary use by outside organizations, groups, or individuals (“Users”) for purposes that benefit the community or are consistent with the District’s mission. Eligible Users include local residents, community groups, nonprofit organizations, other public agencies, and private parties, provided that the proposed use is lawful and appropriate for the facility. Typical permitted uses may include community meetings, classes, workshops, ceremonies, private events such as baby showers or birthday parties, and other social, educational, or recreational events open to the community or privately hosted. The General Manager shall determine whether a proposed use serves a community purpose or is otherwise in the public interest. Under no circumstances shall District Facilities be used for any illegal activities or for purposes that pose safety hazards or could damage District property. The Board may establish further guidelines prioritizing certain uses. All Users must comply with any capacity limits, noise ordinances, or other regulations applicable to the facility.

### **Section 2. Application and Approval Process**

Any outside party wishing to use a District Facility must submit a Facility Use Application to the District. The application should contain details of the proposed event (date, time, facility requested, nature of event, expected attendance, etc.) and must be submitted no less than seven (7) days in advance of the event. District staff, under direction of the General Manager, will review each request for consistency with this policy. The District may develop a standard Facility Use Agreement form to be signed by the User upon approval, outlining the terms, fees, and user obligations. If a requested use involves exceptional circumstances, the Board of Directors approval may be required on a case-by-case basis. The District reserves the right to deny any application if the proposed use is deemed inconsistent with the public interest, would unduly interfere with District operations, or if the applicant has previously violated District facility rules. Approved applicants will receive a permit or agreement specifying the approved use, required deposit, and any special conditions. Users shall not advertise or finalize event plans until official approval is granted.

### **Section 3. Security Deposits**

Users shall be required to pay a refundable security deposit in an amount set by the District. The deposit is intended to cover any potential damage repair, extra cleaning, or overtime costs that result from the User’s event. If the facility is returned in a clean, undamaged condition and all terms of use were followed, the deposit will be refunded in full. If there is damage, missing equipment, or unusual clean-up required, the District may retain all or part of the deposit to cover those costs, and will provide an itemized explanation. Users are responsible for any costs of damage or cleaning that exceed the deposit. The District’s Facility Use Agreement shall include a statement of the User’s responsibility to leave the facility in the same condition as received, and conditions for forfeiture of deposit if obligations are not met.

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#### **Section 5. Insurance Requirements**

The District may require Users of District Facilities to obtain and provide proof of adequate liability insurance coverage for large events, to protect both the User and the District from claims of injury or property damage. Prior to use, the User shall provide a Certificate of Liability Insurance naming the San Miguel Community Services District as an additional insured for the date(s) of the event. The minimum liability coverage shall be in the amount of one million dollars (\$1,000,000). The insurance certificate must be delivered to the District via email or regular post 30 days before the event. Failure to provide the required insurance documentation in time will result in revocation of the use permit and/or cancellation of the reservation.

Any User, on behalf of itself and its insurers, shall waive any and all rights of recovery against the District, its officers, employees, agents, and volunteers for any loss, damage, or expense covered (or that should have been covered) by the User's insurance required under this Policy or otherwise maintained by the User. Users shall ensure that all required insurance policies include a waiver of subrogation endorsement in favor of the District. The District's acceptance of a certificate of insurance without a waiver of subrogation endorsement shall not be deemed a waiver of this requirement.

#### **Section 6. Indemnification and Liability**

Any User of District Facilities must agree, as part of the use agreement, to indemnify, defend, and hold harmless the District, its directors, officers, employees and agents from any liability, claims, or damages arising out of the User's use of the facility. The User assumes responsibility for the safety of its invitees and for any damage or injuries that occur during its event. The District makes no warranties as to the condition or suitability of the facility for the User's intended use, and Users utilize District property at their own risk. The District shall not be liable for any loss, injury, or inconvenience to the User or its guests arising from circumstances beyond the District's control. The Facility Use Agreement shall include a liability waiver acknowledging these conditions. Moreover, Users must comply with all applicable laws and regulations, including fire codes, safety rules, noise regulations, and any required permits. The User is solely responsible for obtaining any such permits or approvals and providing copies to the District upon request. Violation of any laws or of District rules during the event is grounds for immediate termination of the event and forfeiture of deposits, and may result in denial of future use requests.

**Section 7. Deposit Waivers and Public Purpose Events**

While the District’s policy is to charge fees to offset costs, the Board recognizes that some events sponsored by community groups or public service organizations may provide such significant public benefit that it could be appropriate to waive or reduce the normal deposit requirements. Any waiver or reduction of deposits shall require Board approval. In considering a fee waiver, the Board must make a finding that the proposed use serves a public purpose and contributes to the public welfare such that charging the full deposit would be counterproductive or unduly burdensome on the community benefit. Even if deposits are waived, Users may still be required to provide insurance, deposits, and cover any out-of-pocket costs the District incurs. Case-by-case approval allows the Board to ensure waivers are granted only when legally permissible. Absent an approved waiver, all Users shall remit the required deposit pursuant to Section 3.

**Section 8. Administration and Enforcement**

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**NOW THEREFORE, BE IT FURTHER RESOLVED**, the Board does, hereby, find and declare that:

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2. The Board finds and determines that the District Facility Use Policy is legally authorized under Government Code section 61060 and serves a valid public purpose.
3. The Board delegates to the General Manager the authority to administer the Facility Use Policy. This delegation includes implementing any necessary administrative procedures, approving standard facility use applications, and enforcing all terms and conditions of the policy. The Board further finds that the procedures set forth in the Policy are fair and in the public interest.
4. This Resolution shall take effect immediately upon its adoption.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Ashley Sangster, Board President

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Christina M. Pritchard  
District Deputy General Counsel

## Board of Directors Staff Report

November 20, 2025

**AGENDA ITEM: 9.10**

**SUBJECT:** Review and approve RESOLUTION 2025-42 removing references to Censure throughout Section 12 (K) of the Board Handbook most recently approved on October 24th, 2024. (**approve by 3/5 Vote**) (Pg. 269-335)

Requested by Director Green, Davis and Sangster 9/25/25

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**SUGGESTED ACTION:** Review and approve RESOLUTION 2025-42 adopting changes to the Board Handbook.

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**DISCUSSION:**

Board Handbook is the document which guides the actions of the Board. Over the life of this document, it has been modified to include, and remove, legal and board directed requirements to provide a basis for how the Board conducts themselves, as well as their interaction with the public. At the September 25th, 2025, Board Meeting Directors Green, Sangster, and Davis requested that the Board Handbook be brought back to the Board with revision to Section 12(K). The Requested revision was to remove language referencing Board Member Censure which had been added at Board request in October of 2024.

Attached to this report are a redline of Section 12 as well as a clean copy of the Board Handbook with proposed changes.

The Board should review the Handbook and provide any additional comments to staff. If there are no additional inclusions, then the Board should approve the revised handbook.

---

**FISCAL IMPACT:**

Staff and legal time to make revisions and prepare a draft handbook copy for the Board.

---

PREPARED BY: Kelly Dodds

---

consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.<sup>58</sup>

## 2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

## 3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

# K. OFFICIALS' DISCIPLINARY PROCEDURE

## 1. Purpose

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government.

## 2. Responsibility to Intervene

The chairs of committees, the Board President, and all Board and committee members have the additional responsibility to intervene when actions of Directors appear to be in violation of District policies or local, state, or federal laws.

## 3. Grounds for Disciplinary Action

The failure of a Director to comply with the provisions of this policy or District policies constitute grounds for disciplinary action against that Director. Any

Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this policy, District policies, or state, federal or local law.

#### 4. Disciplinary Actions

The Board may impose the following disciplinary actions on a Director found to have violated the District policies, depending upon the severity or frequency of the violation:

A. Admonishment. An admonishment is appropriate for allegations of a violation of law or District policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.

B. Reprimand. A reprimand is appropriate when the Board of Directors finds that a Director has committed misconduct ~~but determines that the misconduct does not rise to the level of requiring censure.~~

C. Censure. ~~A censure is a formal resolution to reprimand an individual for misconduct and is a disciplinary action.~~

#### 5. Notice

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

#### 6. Participation of Director Who is Subject to Disciplinary Action

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agendaizing the hearing ~~and adopting a Resolution of Censure.~~

#### 7. Opportunity to be Heard

At the disciplinary action hearing, the accused Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if they so choose. The hearing may be continued from time to time at the discretion of the Board.

### ~~—Resolution of Censure~~

~~If, at the close of the disciplinary action hearing, the Board finds that the Director's conduct does not comply with the District's standards, the Board may direct staff to prepare a Resolution of Censure which may include the imposition of sanctions against the Director as a majority of the Board deems appropriate. Such sanctions may include, but are not limited to, removal from a committee, restrictions on District-related travel privileges, and exclusion from certain closed session discussions. At the next Board meeting, the Board may consider and adopt the Resolution of Censure including any sanctions imposed by the Board.~~

### ~~8.—Alternative Discipline~~

~~If the Board finds that a Director has violated District Policies, but the violation does not rise to the level requiring formal censure, the Board may impose an admonishment or reprimand.~~

### ~~9.8.No Basis for Challenging a Board Decision~~

A violation of this Policy shall not be considered a basis for challenging the validity of a Board decision.

### ~~10.9. Conflicts~~

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

## L. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.<sup>59</sup>

## M. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer to govern the conduct of Board Meetings, as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

San Miguel  
Community  
Services District



Board Members'  
Handbook

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PART I: ADMINISTRATIVE GUIDELINES

## Chapter 1: Introduction & Overview

### A. Purpose of San Miguel Community Services District Board Member's Handbook

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board Members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board Members and other elected or appointed officials, and other related matters. The Handbook supersedes any other Handbooks which govern the Board, Committees, or Advisory Groups.

The Board of Directors (Board) is elected by the people of San Miguel and as such is the voice for the People who receive services from the District. The Board is committed to acting in the best interest of the people it serves.

### B. Overview of Basic Documents

This Handbook is a summary of the important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

#### 1. California Government Code

The California Government Code is a compilation of legal codes enacted by the California State Legislature which collectively form the general statutory law of California. The Government Codes contain many requirements for the operation of local government and administration of public meetings throughout the state such as open meeting laws, also known as the Brown Act, which ensures public awareness of local body decisions which affect the community they live in. The District is a "Special District" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.<sup>1</sup>

#### 2. Ordinances

An ordinance prescribes a permanent rule of conduct subject to the jurisdiction of the District and remains in effect until the ordinance is repealed. The Board

shall act by ordinance or resolution. All ordinances shall be recorded as having passed or failed and individual votes will be recorded unless the action is unanimous. All ordinances adopted by the Board shall be numbered consecutively, starting anew at the beginning of each fiscal year.

### 3. Annual Budget

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

### 4. Emergency Operations Plan

The District maintains an emergency plan entitled "Emergency Operations Plan", which describes actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

## C. Orientation of New District Officials

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for Members to tour facilities and meet with key Staff. At any time, if there are facilities or programs about which Board Members would like more information, arrangements will be made to increase awareness of these operations.

### Basic Definitions:

1. Chair/Presiding Officer is the individual authorized by law or District Policy to oversee, direct and preside over the public meeting of the Board or any other District Committee.
2. District Official is any elected or appointed Member of the Board or District Committee established by resolution or Board policy.
3. Board of Directors is the legislative body of five (5) members who govern each district by establishing policies for the operation of the District. Each Board Member serves a term of four (4) years or until his or her successor qualifies and takes office.<sup>2</sup>

## Chapter 2: Board—General Powers and Responsibilities

### A. Board Authority

The Board is the unit of authority within the District. Board Members have no individual authority. As individuals, Board Members may not commit the District to any policy, act, or expenditure. Board Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District Staff Members.

### B. Board Functions

Each Board Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board Members shall take office at noon on the first Friday in December following their election.<sup>3</sup> The Board approves the budget and determines the public services to be provided, as well as the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

Each Board Member shall not hold an incompatible office. Service on a municipal advisory council or area planning commission shall not be considered an incompatible office.<sup>4</sup> Each Board Member shall hold office and discharge his or her duties with loyalty. Each Board Member shall attend all regular and special meetings of the Board, unless there is good cause.

No person shall be a candidate for the Board of Directors unless he or she is a voter of the District. All Members of the Board shall exercise their independent judgement on behalf of the interests of the entire District. A Member of the Board shall not be a compensated employee of the District.<sup>5</sup>

#### Board President and Vice-President Functions:

##### 1. President

The President is to preside at all Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President

is also recognized as the official head of the District for all ceremonial purposes. The Board shall select the President annually in December.

## 2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

## C. Attendance Requirements

Each Board Member shall attend all Meetings of the Board unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.

An excused absence may include:

- a. Illness of the Member, illness or death of a Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.
- h. Employment scheduling conflict

A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.<sup>6</sup>

### 1. Remote Attendance

Any Board Member who needs to remotely attend a public meeting must notify the Board at the earliest opportunity, up to and including the start of a regular meeting, of their need to participate remotely, including a general description of the circumstances necessitating remote attendance. The general description does not require the Board Member to disclose any medical diagnosis or disability, or any personal medical information.

Each member of the Board may only remotely attend a meeting for just cause twice in one calendar year. There is no restriction on the number of times remote attendance may be utilized for emergency circumstances; however, remote participation may not exceed more than three (3) consecutive months or twenty percent (20%) of the regular meetings for the District within a calendar year.

When remote attendance is requested pursuant to emergency circumstances, the Board must take action to approve the request at the earliest opportunity. If the request does not allow sufficient time to place the proposed action on the posted agenda for the meeting for which the request is made, the Board may take such action at the beginning of the meeting. Additionally, the remotely attending Board Member must publicly disclose at the meeting, before any action is taken, whether any other individuals who are 18 years of age or older are present in the room at the remote location and the general nature of the member's relationship to such individuals.<sup>7</sup>

## 2. Required Sign-In Sheets

In order to receive his or her monthly stipend, Board Members will be required to sign in on two (2) separate occasions at each Board Meeting.

The sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board Meeting. The sign-in sheet will then be circulated during the "Board Comments" agenda item of the Board Meeting.

## D. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

### 1. General Manager

The General Manager is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for implementation of policies established by the Board and supervision of district employees, facilities, and finances.<sup>8</sup>

### 2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

## E. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District maintains an "Emergency Operations Plan" by and which the role of Board Members and District Staff is identified.

## F. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

## Chapter 3: Board Administrative Support

### A. Requests for Research or Information

Board Members may request information or research from the General Manager on a given topic. All Board Member requests for research or information should only be directed to the General Manager and not directly to a District Staff Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

### B. Inappropriate Actions

The Board has delegated to the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board Member. The General Manager will discuss with the Board Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

## Chapter 4: Board Member Finances

### A. Board Member Compensation

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

Board Members may waive their stipends as provided by state law<sup>9</sup>; however, they may not elect to assign their salary to any person or entity, including a charitable organization.

**Per day of service means that** compensation is limited to no more than One Hundred Dollar (\$100.00) stipend per day (i.e., a special meeting and a regular Board Meeting in the same day would be compensated with a single stipend payment for that day).

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled Board Meetings.
2. One (1) special meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency meetings of any duration.
5. Participation in a training program on a topic that is directly related to the District as assigned or approved by the Board. Members attending must deliver a written report to the Board of Directors regarding the Member's participation at the next Board of Directors' Meeting following the training program.
6. Board-appointed regional meetings that are not already reimbursed. Board Members attending must deliver a written report to the Board of Directors regarding the Member's representation at the next Board of Directors' Meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

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

1. For the relevant Board Meeting, if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board Meeting, or fails to attend the entire Board Meeting without a Board-approved excused absence.
2. No Board Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
  - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
  - c. If the District declares bankruptcy; or
  - d. Existing departmental Staff are laid off due to budget problems.
3. Fails to complete the Statement of Economic Interest (Form 700).
  4. Fails to complete the required training within sixty (60) days of appointment. Compensation will be withheld until training is completed.
  5. Two (2) unexcused absences will result in a forfeiture of the Board Member's stipend for the remainder of the fiscal year.

**Additional Requirements.** As a condition of receiving Board stipends, the collective Board shall be required to undergo a yearly Board analysis.

**Additional Compensation.** Any future increases or changes to these rules that results in an increased fiscal impact to District shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

## **B. Expenditure Allowance**

The annual District budget may include an expenditure allowance for expenses necessary for Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board Members, and mileage reimbursement, which are made for District business.<sup>10</sup> Expenses for Board Members shall be approved in advance by the Board. Donations to organizations are not eligible, nor are meals, for individuals other than Board Members.

## **C. Expenditure Guidelines**

Any expense must be related to District affairs.<sup>11</sup> Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional

circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

## Chapter 5: Board Member Communications

### A. Overview

Perhaps the most fundamental role of a Board Member is communication; communication with the public to assess community options and needs, and communication with Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when Members are expressing personal views and not those of the Board, the public should be so advised. When responding to constituent requests or concerns, Board Members should respond to the individuals in a positive manner and route their questions to the General Manager.

### B. Speaking “for the District”

When Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual Member.

### C. Correspondence to Board Members

1. Written correspondence to the Board from staff will be through secure District Email.
2. Board packets will be provided to the Board through District email. Paper copies of Board packets and other information will not be provided unless an exception is granted by the Board President or General Manager.

### D. Correspondence from Board Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of the Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:

- a. Board Members shall not write or send letters on District stationary or letterhead without Board approval.
- b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board Member.
- c. Board Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

#### **E. Confidential Issues**

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any member of the public, including the press. Violations are subject to civil action as discussed in Chapter 9: Open Meetings—Penalties and Applicability.

#### **F. Local Ballot Measures**

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual Members may take on ballot measures under California law.

#### **G. State Legislation, Propositions**

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

#### **H. Proclamations**

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g., Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board Members do

not issue proclamations but may request that the President issue a proclamation.

## Chapter 6: District Officials—Conflicts & Liability

### A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Elected officials' home addresses or telephone numbers are not to be posted or provided without written permission of the official.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before said official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

### B. Political Reform Act

The Political Reform Act prohibits public officials (including elected officials such as District Board Members) from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a Board Member has a conflict of interest, the Member must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the Board Member must leave the area where the discussion is taking place.

A Board Member has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally on one (1) or more of the economic interests of the public official or a member of the public official’s immediate family.”<sup>12</sup>

Economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more within one (1) year of the decision, and gifts of Five Hundred and Twenty Dollars (\$520<sup>13</sup>) or more provided to or received within one (1) year of the decision.<sup>14</sup>

Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.<sup>15</sup> If a Board Member has a pro rata share interest in real property, in which the Board Member or immediate family Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.<sup>16</sup>

Board Members are also prohibited from knowingly accepting, soliciting, or directing a contribution of more than Two Hundred Fifty Dollars (\$250) from any party (or their agent) while a proceeding involving a license, permit or entitlement is pending before the district and for twelve (12) months following the date a final decision is rendered. If a Board Member accepts more than \$250 prior to rendering a decision, they shall disclose that on the record of the proceeding and recuse themselves from participating in the decision-making. However, if the Board Member returns the contribution within thirty (30) days from the time the Member knew or reasonably should have known of the contributions, the Member shall be permitted to participate in the proceedings.<sup>17</sup>

Determining whether a Board Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest.

A Board Member who believes they may have a conflict of interest must take the following steps:<sup>18</sup>

- 1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

2. Recuse yourself from both the discussion and the vote on the matter.

Recusal applies to all proceedings related to the matter.

3. Leave the room until the matter has been completed.

The matter is considered complete when there is no further discussion, vote, or any other action.<sup>19</sup>

**Exceptions:** if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

### C. Government Code Section 1090

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official's personal attorney.

There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

### D. Conflict of Interest Forms

Annual disclosure statements are required of all Board Members and senior Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

### E. Ex Parte Communications

All Board Members may have "ex parte" communications—meaning communications outside the meeting forum. However, such communications should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This

guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board Members' obligations under California State law.

## **F. Liability**

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high-profile services (e.g., fire, utilities), risk cannot be eliminated.

The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District, they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, sexual assault, or fraud.

## **G. AB 1234 Training**

California State law requires any compensated member of a legislative body to receive two (2) hours of ethics training in general ethics principles and ethics law within twelve (12) months of their first date of service and then every two (2) years thereafter.<sup>20</sup>

## **H. AB 1661 Training**

California State law requires local agency officials to receive two (2) hours of sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.<sup>21</sup>

## **I. Tracking Board Member Training**

Board Member(s) who fail to complete the required training within the specified timeframe will be placed on each subsequent regular Board Member agenda to discuss which Board Member(s) is out of compliance and upcoming opportunities to bring them into compliance. Additionally, the Board Member(s) will forfeit his/her stipend consistent with the rules set forth in Chapter 4(A)(a).

## **Chapter 7: District Officials—Interaction with Staff and Officials**

### **A. Overview**

Board policy is implemented through District Staff. Therefore, it is critical that the relationship between the Board and Staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and Staff, it is important that roles are clearly recognized.

### **B. Board-Manager Relationship**

#### **1. Employment Relationship Between the Board and the General Manager**

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District Staff being directed, intentionally or unintentionally, by one (1) or more Members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

#### **2. Evaluation**

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

#### **3. Open Communication**

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board Members to provide information on various issues before the Board.

#### **4. Staff Roles**

The Board recognizes the primary functions of Staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing Staff directly, but should instead submit any requests to the General Manager or District Counsel. Further, any

comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual Members of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District Staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board Member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to Staff through the direction of the full Board.

### **C. General Manager Code of Ethics**

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

### **D. Board-District Counsel Relationship**

#### **1. District Counsel**

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

#### **2. District Counsel Legal Responsibilities**

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and
- d. To keep the Board and Staff apprised of court rulings and legislation affecting the legal interest of the District.

### 3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board Members but the Board as a whole.

## E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

### 1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board Members must agree that an individual Board Member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board Member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

## F. Access to Information and Communications Flow

### 1. Objectives

It is the responsibility of Staff to ensure Board Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board Members must avoid intrusion into those areas that are the responsibility of the Staff. Individual Board Members shall not intervene in Staff decision-making, the development of Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect Staff from undue influence and pressure from individual Board Members and to allow Staff to execute priorities given by the General Manager on behalf of the Board as a whole, without fear of reprisal.

## 2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct Staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual Members of the Board shall not make direct attempts to pressure or influence Staff decisions, recommendations, workloads, schedules, and department priorities. If a Board Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of Staff, that Member must prevail upon the Board to do so as a matter of Board policy. Board Members also have a responsibility of information flow. It is critical that they make extensive use of Staff reports, Committee reports, and committee minutes. Board Members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from Staff, via the General Manager, if necessary.

## 3. Access to Information

Individual Board Members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of Staff and shall receive the full cooperation and candor of Staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board Members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g., Staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to Members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board Members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

## G. Dissemination of Information

In cases where a Staff response to an individual Board Member request involves written materials which may be of interest to other Board Members, the General Manager will provide copies of the material to all other Board Members. In making this judgment, the General Manager will consider whether the

information is significant, new, otherwise not available to the Board, or of interest to the Board.

## H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of Staff in any level of political involvement through campaigns, fundraisers, or other means.

### 1. Staff Members

By working for the District, Staff Members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

### 2. Management Staff

The General Manager strongly discourages any involvement in local campaigns, even while on personal time. Such involvement erodes the tenet that Staff are to provide an equal level of service to all Members of the Board.

### 3. General Employees

These employees have no restrictions while off the job; however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by Staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board Member asking Staff to sign petitions or similar items can create an awkward situation.

## I. General Conduct Expectations

Board Members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board Members, the public, and District Staff while in Board Meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board Members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board Members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board Meetings and community Meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board Members will be provided District e-mail addresses. Board Members shall not use his or her personal e-mail address for District-related matters.

## Chapter 8: Leaving Office

### A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.<sup>22</sup> A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.<sup>23</sup> Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

#### 1. Appointing a New Member

If the Board wishes to appoint a new Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.<sup>24</sup> Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.<sup>25</sup>

#### 2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.<sup>26</sup> The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.<sup>27</sup>

#### 3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.<sup>28</sup> If the County Board of Supervisors calls for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.<sup>29</sup>

### B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.<sup>30</sup> However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

## Chapter 9: Open Meetings—Brown Act

### A. Policy

#### 1. Introduction

The Board shall hold a regular meeting at least once every three (3) months in compliance with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").<sup>31</sup>

#### 2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

##### a. Penalties.

The law provides for misdemeanor penalties for Members of a body who violate the Brown Act.<sup>32</sup> Violations are also subject to civil action.<sup>33</sup>

##### b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

### B. Meetings

#### 1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board Members attend.<sup>34</sup> Social functions do not fall under the Brown Act unless District business is discussed.

#### 2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any Member of the Board or District Staff contact more than two (2) Board Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

### C. Procedure

The following procedure shall be followed:

#### a. Posting the Agenda

Agendas for regular Meetings must be made available seventy-two (72) hours in advance of the Meeting in the District's office and must include the following:

- i. Time and location of the Meeting.
- ii. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.
- iii. Public comments section. A section providing an opportunity for Members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)
- iv. Identification of the starting page number for supporting documentation provided in the complete agenda for each and every agenda item.

b. Agenda Items

Requests for items to appear on the Board's regular meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

Requests for items to appear on a future meeting agenda, made during a Board meeting, shall be made during Board comment and be supported by at least two (2) members of the Board.

**D. Actions**

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

**E. Ex Parte Communication**

Board Members who have ex parte communications with a party that appears before them at the Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

## Chapter 10: Board Meetings

### A. Board Meetings

#### 1. Regular Meetings

Regular Meetings of the Board shall be held the fourth Thursday of each month, whereby the regular Meeting will commence at 7:00 p.m., with closed session to follow the regular meeting. Meetings will be held at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

##### a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.<sup>35</sup>

##### b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the Meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.<sup>36</sup>

##### c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

#### 2. Special Meetings & Emergency Meetings

Special Meetings and Emergency Meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.<sup>37</sup>

Notice for a Special Meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board Members. The call and notice shall specify the time and place of the Special Meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the Special Meeting in a location that is freely accessible to members of the public. Written notice to all Board Members can be waived if the majority of the Board declares an emergency situation which requires the District to act immediately to preserve public peace, health, and safety over the District.<sup>38</sup>

### 3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.<sup>39</sup>

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

### 4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.<sup>40</sup>

#### a. Time Limit

Closed session will be held following the regular or special meeting agenda; closed session items are to be agendaized and the order for their consideration is specified in the agenda. A special meeting may be held for the purpose of discussing closed session items as long as all items are agendaized and all noticing requirements are met.

### 5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

### 6. Quorum<sup>41</sup>

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board Members attend. Less than a majority may adjourn from time to time and compel attendance of absent Members in the manner and under the penalties prescribed by resolution. If all Board Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board Member at least three (3) hours before the adjourned meeting.

### 7. Chair<sup>42</sup>

The President shall preside over all Board Meetings. The President shall have the authority to preserve order at all Board Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to

interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.<sup>43</sup>

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board Members present may choose another Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

**8. Attendance by the Public**

Except as specifically provided by law for closed sessions,<sup>44</sup> all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.<sup>45</sup>

**9. Action Minutes**

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.<sup>46</sup>

**10. Recordings of Meetings**

Audio/ Video recordings of proceedings shall be made and shall be maintained by the General Manager, or his or her designee for a term defined by law or District policy.<sup>47</sup>

**B. Policy Decision-Making Process**

**1. Ad-Hoc Committees**

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

## 2. Town Hall or Community Meetings

Such meetings may be held by an individual Board Member and are not considered official governmental committees or Board Meetings. Town hall or community meetings do not require formation or appointment by the President or Board. The Board Member shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Board Members may participate in the discussion at a town hall or community meeting.

## Chapter 11: Order of Business

### A. General Order

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

1. CALL TO ORDER (approximately 6:00 p.m.)

2. ROLL CALL

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

3. APPROVAL OF AGENDA

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar.

4. PLEDGE OF ALLEGIANCE

5. PUBLIC COMMENT (NON-AGENDA ITEMS)

6. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

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

7. STAFF REPORTS/COMMITTEE REPORTS

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

## 8. AGENDA

### a. Consent Calendar

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

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

## 9. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

## 10. BOARD COMMENTS

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

## 11. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. Matters discussed in closed sessions are considered confidential and include:
  - i. Meeting the local agency's designated representatives regarding salaries or compensation paid for in the form of fringe benefits for represented and unrepresented employees<sup>48</sup>
  - ii. License/permit determination
  - iii. Conference with real property negotiators
  - iv. Existing/anticipated litigation
  - v. Liability claims
  - vi. Security threat to public service or facilities
  - vii. Public employee appointment
  - viii. Public employment
  - ix. Public employee performance evaluations
  - x. Public employee discipline, dismissal or release

- xi. Conference with labor negotiators
- xii. Case review/planning
- xiii. Trade secrets
- xiv. Hearings
- xv. Charge or complaint involving information protected by Federal law
- xvi. Conference with joint powers agency
- xvii. California State audits<sup>49</sup>

The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

**12. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION**

**13. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)**

**B. Conduct of Business**

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

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

**C. Action on Agenda Items**

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.<sup>50</sup>

**D. Items Placed on Written Agenda**

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

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

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

These sections of the agenda provide the opportunity for brief comment on the District business, District operations, District projects, and other items of general interest.<sup>51</sup>

## F. Public Hearings

### 1. General Procedure

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

#### a. The Staff Presents its Report

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

#### b. Initial Questions to Staff by the Board

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

#### c. President/Chair Opens the Public Hearing:

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

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: “Addressing the Board.”
4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence. Materials shall be submitted to the General Manager for distribution to the board, and for the record.
5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair but may be appealed to the full Board.
  - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
  - b. The public input portion of the public hearing is closed.

d. Questions and Discussion from the Board

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

Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as “I would like the minutes to show that I am opposed to this action for the following reasons...”

e. Board Decision Occurs

Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter,

pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair, General Manager, or Board Clerk will announce the final decision of the Board.

## **2. Time for Consideration**

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

## **3. Continuance of Hearing**

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

## **4. Communications and Petitions**

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

## **5. Ex Parte Contacts**

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

## **6. Resolutions**

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

7. A resolution may be sponsored by two (2) Directors for consideration by the remainder of the Board. Sponsored Directors will present a written presentation explaining the proposed resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date, so that it may be placed in the agenda packet for the upcoming Board meeting, for direction and consideration from the Board as a whole and for Public Comment. Once direction is given by consensus of the Board, the Directors shall present the written resolution to the General Manager no later than 4:30 p.m. three (3) weeks prior to the next scheduled meeting date so that it may be placed in the agenda packet for the upcoming Board meeting.

## 8. Voting & Publishing Requirements for Resolutions and Ordinances

### a. Voting

All resolutions require a recorded majority vote of the total Membership of the Board.<sup>52</sup> Resolutions shall be signed by the President, attested by the General Manager and to form by Legal Counsel.

### b. Publishing

Ordinances take effect thirty (30) days after their final passage unless they meet an exception.<sup>53</sup> Within fifteen (15) days after its passage, the Board clerk shall cause each ordinance to be published at least once with the names of the Board Members voting for and against the ordinance, in a publication circulated in the District. Cost of publication shall not exceed the customary rate charged for private legal notices.<sup>54</sup>

## Chapter 12: Guidelines of Conduct

### A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

### B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

### C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

### D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

### E. Limit Deliberation to Item at Hand

Board Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

### F. Length of Board Comments

Board Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board Member has been speaking for an excessive time period. Comments from Board Members are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

## G. Limitations of Debate

Board Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board Members may speak a second time after the close of Public Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

## H. Obtaining the Floor

Any Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

## I. Motions

Motions may be made by any Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board Members. Any Members of the Board, other than the person offering the motion, may second the motion.

### 1. Procedure for Motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board Members may be allowed to explain their vote.

#### a. Process to Make and Second a Motion.

Board Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

### 2. Precedence of Motions

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

a. Motion to Adjourn the Meeting (not debatable)

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board Member who is speaking.
- III. While a vote is being taken. A motion to adjourn “to another time” shall be debatable only as to the time which the meeting is adjourned.

b. Motion to Fix Hour of Adjournment

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.<sup>55</sup>

The Board may take action on an item not appearing on the agenda if the item was posted on the agenda for a prior meeting occurring not more than five (5) calendar days prior to the date action is taken on the item and the prior meeting was continued to the meeting at which action is being taken.<sup>56</sup>

c. Motion to Table

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be “taken from the table” at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

### 3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.<sup>57</sup>

## J. Voting Procedures

Any Board Member present at a meeting when a question comes up for a vote should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions and approval of regular meeting agendas. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote. Any Director may call for clarification of a voice vote.

### 1. Abstention

An abstention does not count as a vote for or against a matter. If a Board Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those Members present and voting." If a Board Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's

consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.<sup>58</sup>

## 2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

## 3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

# K. OFFICIALS' DISCIPLINARY PROCEDURE

## 1. Purpose

The purpose of this policy is to establish a process for enforcement of the duties and standards of conduct for District Directors. Directors themselves have the primary responsibility to assure that these duties and standards of conduct are understood and met, and that the public can continue to have full confidence in the integrity of local government.

## 2. Responsibility to Intervene

The chairs of committees, the Board President, and all Board and committee members have the additional responsibility to intervene when actions of Directors appear to be in violation of District policies or local, state, or federal laws.

## 3. Grounds for Disciplinary Action

The failure of a Director to comply with the provisions of this policy or District policies constitute grounds for disciplinary action against that Director. Any

Director may submit a request to consider disciplinary action of another Director or Directors. The request should contain specific allegations of conduct that, if true, violate this policy, District policies, or state, federal or local law.

#### 4. Disciplinary Actions

The Board may impose the following disciplinary actions on a Director found to have violated the District policies, depending upon the severity or frequency of the violation:

A. Admonishment. An admonishment is appropriate for allegations of a violation of law or District policy. An admonishment serves as a formal reminder of the rules and is not disciplinary in nature.

B. Reprimand. A reprimand is appropriate when the Board of Directors finds that a Director has committed misconduct.

#### 5. Notice

Notice and the request shall be served upon the accused Director or Directors through personal service or certified mail, unless the Director accepts an alternative method of service, at least ten (10) days before the Board meeting where the request will be evaluated. Such notice shall be prepared by District staff and reviewed by legal counsel. The notice will include the time, place, and date of the meeting, as well as state the Director's right to submit oral or written evidence.

#### 6. Participation of Director Who is Subject to Disciplinary Action

A Director who is the subject of an alleged violation will have the opportunity to respond to the accusations at the hearing. However, an accused Director shall be ineligible to vote on any matter related to a disciplinary action including, but not limited to, agenda items at the hearing.

#### 7. Opportunity to be Heard

At the disciplinary action hearing, the accused Director shall have an opportunity to be heard concerning the allegations. The Director may submit a written response to the allegations in addition to, or in lieu of, speaking at the disciplinary action hearing if they so choose. The hearing may be continued from time to time at the discretion of the Board.

#### 8. No Basis for Challenging a Board Decision

A violation of this Policy shall not be considered a basis for challenging the validity of a Board decision.

## 9. Conflicts

In the event that a majority of the Board is unable to vote at a disciplinary hearing due to a conflict of interest, the General Manager may appoint an ad hoc committee of nonbiased members of the community to conduct an investigation and present a formal report to the Board during a regular open session meeting.

### L. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.<sup>59</sup>

### M. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer to govern the conduct of Board Meetings, as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

## Chapter 13: Addressing the Board

### A. Oral Presentations by Members of the Public

The rules governing oral presentations by members of the public at Board Meetings are as follows:

1. When called upon, the person is requested to come to the podium, sign in on the speakers sign-in sheet, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
2. All remarks should be addressed to the Board as a whole, not to an individual Board Member.
3. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

### B. Public Comment for Items NOT on the Agenda

Public Comment is the period set aside at Board Meetings for members of the public to address the Board on items of District business other than scheduled agenda items.<sup>60</sup>

#### 1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extends such time.

#### 2. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

#### 3. Response to Public Comment

The Board, at its discretion, may direct Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board Meeting, or permit a Board Member to address the individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

### C. Agenda Item Oral Presentation

Any member of the public wishing to address the Board orally on District business matters appearing on the Board Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

### 1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

### 2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

### 3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

### 4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments are detailed below.

## D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board Meeting.

### 1. Comment Cards

Comment cards may be used by members of the public in attendance at the Meeting who do not wish to, or cannot verbally, address the Board during a Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

## 2. Repetitious Comments Prohibited

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

### E. Speaker Time Limits for an Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

### F. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Board Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

### G. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board Members shall fully participate in public meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board Members and the General

Manager shall stay focused, stay on topic, and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

To preserve the integrity of Board meetings, no person shall engage in disruptive behavior of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs, heckling, whistling, yelling, and other similar demonstrations;
2. Physical harassment such as impeding or blocking movement, grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment; and
3. Use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct.

If these rules are violated, the President or Presiding Officer may take the following action:

1. Warn the individual prior to removal that the behavior is disrupting and failure to cease the behavior will result in their immediate removal. Behavior which a reasonable person would receive to be an actual threat of harm or use of force may result in the immediate removal of the individual without a prior warning.
2. If the behavior persists, the President or Presiding Chair may stop the meeting and contact the Sheriff's department and order the disrupting party to sit quietly and observe the remainder of the meeting without additional input or participation.
3. If the disruptive behavior continues further, the President or Presiding Chair may request the Sheriff's department remove the individual from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said Meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.<sup>61</sup>

Appendix A  
ICMA Code of Ethics

## ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

### Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

### Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

### Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

### Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

### Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

### Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

### Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

### Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

### Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

### Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information, or by misuse of public time is dishonest.

Appendix B  
Referenced Code Citations

- <sup>1</sup> Gov. Code, § 61000 *et seq.*
- <sup>2</sup> Gov. Code, § 61040 (a)
- <sup>3</sup> Gov. Code, § 61042 (a)
- <sup>4</sup> Gov. Code, § 61040
- <sup>5</sup> *Ibid.*
- <sup>6</sup> Gov. Code, § 1770, subd. (g).
- <sup>7</sup> Assembly Bill 2449
- <sup>8</sup> Gov. Code, § 61051.
- <sup>9</sup> Gov. Code, § 61047.
- <sup>10</sup> Gov. Code, § 53232.2
- <sup>11</sup> *Ibid.*
- <sup>12</sup> Gov. Code, § 87103.
- <sup>13</sup> Gift limits are updated every odd year by the Fair Political Practices Commission. This amount is effective January 1, 2021 - December 31, 2022. Please check with District Counsel to confirm the current gift limit.
- <sup>14</sup> *Ibid.*
- <sup>15</sup> Gov. Code, § 82033.
- <sup>16</sup> *Ibid.*
- <sup>17</sup> Gov. Code, § 84308.
- <sup>18</sup> Gov. Code, § 87105.
- <sup>19</sup> Gov. Code, § 87105, subds. (a)(1)-(3).
- <sup>20</sup> Gov. Code, § 53235.1 (b)
- <sup>21</sup> Gov. Code, § 53237.1.
- <sup>22</sup> Gov. Code, § 1780, subd. (b).
- <sup>23</sup> Gov. Code, § 1780, subd. (c).
- <sup>24</sup> Gov. Code, § 1780, subd. (d)(1).
- <sup>25</sup> *Ibid.*
- <sup>26</sup> Gov. Code, § 1780, subd. (e)(1).
- <sup>27</sup> Gov. Code, § 1780, subd. (g)(2).
- <sup>28</sup> Gov. Code, § 1780, subd. (f)(1).
- <sup>29</sup> Gov. Code, § 1780, subd. (f)(2).
- <sup>30</sup> Gov. Code, § 87406.3.
- <sup>31</sup> Gov. Code, § 61044.
- <sup>32</sup> Gov. Code, § 54959.
- <sup>33</sup> Gov. Code, § 54960.
- <sup>34</sup> Gov. Code, § 61045.
- <sup>35</sup> Gov. Code, § 54954, subd. (b).
- <sup>36</sup> Gov. Code, § 54954, subd. (e).
- <sup>37</sup> Gov. Code, § 54956
- <sup>38</sup> Gov. Code, § 54956.5
- <sup>39</sup> Gov. Code, § 54955
- <sup>40</sup> Gov. Code, § 54954.5.
- <sup>41</sup> Gov. Code, § 61045.
- <sup>42</sup> Gov. Code, § 61043
- <sup>43</sup> Gov. Code, § 61043, subd. (b).
- <sup>44</sup> Gov. Code, § 54954.5.
- <sup>45</sup> Gov. Code, § 54953.
- <sup>46</sup> Gov. Code, § 61045.
- <sup>47</sup> Gov. Code, § 54953.5. Gov. Code, § 6250 *et seq.*

<sup>48</sup> Gov. Code, § 54957.6

<sup>49</sup> Gov. Code, § 54954.5

<sup>50</sup> Gov. Code, § 54954.

<sup>51</sup> *Ibid.*

<sup>52</sup> Gov. Code, § 61045, subd. (c).

<sup>53</sup> Gov. Code, § 36937

<sup>54</sup> Gov. Code, § 36933

<sup>55</sup> Gov. Code, § 54955.

<sup>56</sup> Gov. Code, § 54954.2 (b)(3)

<sup>57</sup> Gov. Code, § 36934

<sup>58</sup> Gov. Code, § 87100 *et seq.*

<sup>59</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>60</sup> Gov. Code, § 54954.3.

<sup>61</sup> Gov. Code, § 54957.9.; Senate Bill 1100

**RESOLUTION NO. 2025-42**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT REVISING THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT BOARD MEMBERS' HANDBOOK**

**WHEREAS**, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”) and most recently revised again on October 24<sup>th</sup> 2024; and

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

**WHEREAS**, the Board desires to make revisions throughout the Board Handbook to include agenda page numbers and disciplinary procedures, in addition to other formatting and grammatical errors.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, revised the San Miguel Community Services District Board Members’ Handbook, attached hereto and incorporated as Exhibit A.

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

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

the foregoing Resolution is hereby passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Ashley Sangster, President Board of Directors

ATTEST:  
  
\_\_\_\_\_  
Tamara Parent, Board Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Christina M Pritchard, Deputy District Counsel