



## BOARD OF DIRECTORS

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

## REGULAR MEETING AGENDA

### Open Session 6:00 PM

601 12th Street San Miguel, CA Date: 11-16-2023

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

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

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

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

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

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

5. **Public Comment and Communications for items not on the agenda** *Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are **limited to three minutes**. Please sign in with name and address at podium.*
6. **Special Presentations/Public Hearings/Other**
7. **Non- District Reports**
  1. San Luis Obispo County Organizations
  2. Community Service Organizations
  3. Camp Roberts—Army National Guard
8. **Staff & Committee Reports - Receive & File**
  1. General Manager
  2. District Counsel
  3. District Utilities
  4. Fire Chief Report
9. **Consent Calendar** *The items listed below are scheduled for consideration as a group and one vote. Any Director may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion. Public Comment*
  1. 09-28-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes
  2. 10-26-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes
  3. Approve RESOLUTION 2023-52 approving a joinder agreement and restated Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts, and authorize the Board President to sign the Amendment to the MOA
10. **Board Action Items**
  1. Monthly Financial Reports for October 2023 (Recommendation: review and comment)  
\*\* Once the FY2022-23 Audit is approved- formal approval of monthly reports will be presented\*\*
  2. Authorize a Cost Recovery Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department - RESOLUTION 2023-45 Tabled from September 28th Board Meeting (Recommend review and approve)
  3. Approve repairs to San Lawrence Terrace (SLT) Well equipment including related budget adjustment and transfer from capital reserve - RESOLUTION 2023-51 (Recommend review and approve)

**4. CONTINUATION OF DISCUSSION AND POTENTIAL ACTION REGARDING THE ADOPTION OF WATER RATES FROM SEPTEMBER 28TH 2023 BOARD MEETING**

Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is continuing the discussion regarding the protest ballots submitted and will consider taking action to update the rate structure and increase its rates for water services.

5. Adopt revisions to District water and wastewater Billing policy - RESOLUTION 2023-47 (Recommend review and approve)

6. Discussion on priorities for Streetlighting and Landscaping Masterplan (Discuss and provide feedback to General Manager)

11. **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.*

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

1. Conference with Legal Counsel – Existing Litigation (Gov. Code, § 54956.9)

Case Name Unspecified: Disclosure would jeopardize service of process

13. **Report out of Closed Session**

14. **Adjournment to Next Regular Meeting - December 14th 2023**

ATTEST:

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

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

Date:

**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 7.1**

**SUBJECT:** San Luis Obispo County Organizations

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**SUGGESTED ACTION:** Verbal/Report

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 7.2**

**SUBJECT:** Community Service Organizations

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**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report.

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**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

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**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 7.3**

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

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**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report

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**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

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**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 8.1**

**SUBJECT:** General Manager

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**SUGGESTED ACTION:** Receive verbal report

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**DISCUSSION:**

Verbal

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 8.2**

**SUBJECT:** District Counsel

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**SUGGESTED ACTION:** Receive verbal report

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**DISCUSSION:**

Verbal

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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# Board of Directors Staff Report

November 16, 2023

AGENDA ITEM: 8.3

**SUBJECT:** District Utilities

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**SUGGESTED ACTION:** Receive and File

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## **DISCUSSION:**

### **Well Status:**

- Well 4 is fully operational – Well Level 89.2’ 11/1/23 (STATIC)
- Well 3 is fully operational – Well Level 78.54’ 11/1/23 (STATIC)
- SLT well if off line -Well Level 168’ 11/1/23(STATIC)
- **Total combined average running hours per day (11.11)**

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

### **Water System status:**

Water leaks this month: 2 This calendar year: 4

Water related calls through the alarm company after hours this month: 1 This Year: 5

- Main break found on 11th and K street alley
- Service leak found on 15th street near Rio Vista Pl

### **Sewer System status:**

Sewer overflows this month: 0 this year: 0

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

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### **WWTF status:**

- Experienced a electrical failure with aerator 1.

### **California Regional Water Resources Control Board:**

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

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

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

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**Billing related activity:**

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

**Lighting/ Landscaping status:**

- .

**Solid Waste:**

Mattress recycling

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

E-Waste collection

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

**SB-1383:**

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**Project status:**

- **Replacement water tank and pump station on east side of river/ water line replacement.**  
(21007) started February 2022
  - **(POTENTIALLY GRANT FUNDED)**
  - Application submitted
- **Recycled water line from WWTF to Vineyard/ Gallo**
  - Survey Complete, Working on boring and easements
- **Sewer lining and manhole rehabilitation project** (21008) started February 2021
  - **(100% GRANT FUNDED)**
  - Working with contractor to get all required documentation to begin work.
- **Cost of Service Rate Study** (22005) started June 2022
  - Board Discussion has been continued
  - Staff reviewed additional possibilities based on board comment.

**Staffing**

- Two vacant positions.
- WWTF Operator Lead and WWTF Operator, both are out for applications.
- Investigating feasibility of hiring an additional person to fill a need for compliance and reporting in the utilities departments.

**SLO County in San Miguel:**

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**Caltrans in San Miguel:**

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**FISCAL IMPACT:**

None

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PREPARED BY: Tamara Parent

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# Board of Directors Staff Report

November 16, 2023

AGENDA ITEM: 8.4

**SUBJECT:** Fire Chief Report

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**SUGGESTED ACTION:** Receive and File

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## **DISCUSSION:**

All SMFD engines are in currently service.

1. All radios have been programed with the current State load.
2. All Department members have been issued handheld radios.
3. SMF may receive up to 2- new BKR 5000's as part of a County wide Homeland Security Grant.
4. U8630 sold at the October 28, 2023 777 auction.
5. 8601 will begin being decommissioned in December 2023.
6. Options for a new command vehicle are being explored.

### Code Adoption 2023:

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

### Grants:

#### 2023/2024 RFC Grant

1. The 2023/2024 RFC Grant Application has been submitted and an award was granted. However, the awarded amount was lower than the requested amount. A vital piece of testing equipment was not approved for funding. The Department presented Resolution 2023-46 at the September 28, 2023 regular BOD meeting for funding of the purchase of the necessary testing equipment. The resolution was approved and the fit testing equipment was purchased and delivered in late October. Fit testing shall begin upon completion of equipment training and certification.
2. The award was been finalized on September 6, 2023 SMF is looking into the balance of the equipment purchases.

#### SAFER Grant.

1. SAFER Grant awards were posted on 9/28/2023 only 174 out of 300 awards were approved and all funding expended. No official notice of denial has been received to date. The SMF grant application is still active in the system.

### Training:

1. SMF in conjunction with SLOFIST are hosting a FI210 Course in the fall of 2024. The dates have been set for May 6-10, 2024. The classroom location will be at Paso Robles Fire EOC. The potential burn plot locations are TBD. SMF C8600 is the primary POC for the training.
2. Regular weekly training is continuing and an annual training schedule has been set.
3. Additional outside training shall commence as courses become available.

San Luis Obispo County Fire Chiefs Association.

1. Fire Chief Young was appointed as the County Fire Chiefs Association representative to SLOFIST.

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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 11/8/2023 1:56:56 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: 10/01/2023 | End Date: 10/31/2023

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
<b>Young, Scott P</b>					
10/01/2023 17:00:00	10/02/2023 08:30:00	DAYBOOK	SMF 1		15.50
10/02/2023 08:30:00	10/03/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/03/2023 08:30:00	10/04/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/03/2023 18:00:00	10/03/2023 22:00:00	DAYBOOK		Firefighter Training: Tools and Equipment Lead Instructor: Young, Scott P	4.00
10/04/2023 08:30:00	10/05/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/04/2023 09:00:00	10/04/2023 12:30:00	DAYBOOK	8600	County Fire Chiefs Association Meeting Morro Bay	3.50
10/04/2023 21:44:00	10/04/2023 21:58:00	INCIDENT	E8696	Incident 2023-269 - Smoke scare, odor of smoke: Apparatus E8696 responded to 250 11th ST	0.23
10/05/2023 08:23:00	10/05/2023 09:07:00	INCIDENT	E8668	Incident 2023-270 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 8283 Cross Canyons RD	0.73
10/05/2023 08:30:00	10/06/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/05/2023 10:05:00	10/05/2023 10:37:00	INCIDENT	E8696	Incident 2023-271 - Cooking fire, confined to container: Apparatus E8696 responded to 775 Mission ST	0.53
10/06/2023 08:30:00	10/06/2023 12:00:00	DAYBOOK	SMF 1		3.50
10/06/2023 16:30:00	10/07/2023 08:00:00	DAYBOOK	8600		15.50
10/07/2023 17:00:00	10/08/2023 08:30:00	DAYBOOK	8600		15.50
10/08/2023 08:30:00	10/09/2023 08:30:00	DAYBOOK	8600		24.00
10/09/2023 08:30:00	10/10/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/09/2023 20:09:00	10/09/2023 20:41:00	INCIDENT	E8668	Incident 2023-272 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 1941 San Juan Bautista ST	0.53
10/10/2023 08:30:00	10/11/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/10/2023 10:00:00	10/10/2023 10:30:00	DAYBOOK	8600	Meeting with Stephany Hunter relating to fire at her residence	0.50
10/10/2023 18:00:00	10/10/2023 22:00:00	DAYBOOK		Firefighter Training: Dawning and Doffing Lead Instructor: Young, Scott P	4.00
10/11/2023 08:30:00	10/12/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/11/2023 15:38:00	10/11/2023 16:01:00	INCIDENT	E8668	Incident 2023-273 - EMS call, excluding vehicle accident with injury: Apparatus E8668 responded to 3170 San Pablo DR	0.38
10/12/2023 07:30:00	10/12/2023 09:00:00	DAYBOOK	E8668	Alicia Ann Ruch Burn Relay	1.50
10/12/2023 08:30:00	10/13/2023 08:30:00	DAYBOOK	8600		24.00
10/13/2023 08:30:00	10/14/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/13/2023 11:00:00	10/13/2023 12:00:00	DAYBOOK	SMF 1	Meeting with grant writer	1.00
10/14/2023 08:30:00	10/15/2023 08:30:00	DAYBOOK	8600		24.00
10/15/2023 08:30:00	10/16/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/16/2023 08:30:00	10/17/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/16/2023 09:30:00	10/16/2023 11:30:00	DAYBOOK	8600	Meeting with RGS Chris Sliz & SMCSO Michelle Hido	2.00
10/16/2023 11:30:00	10/16/2023 13:30:00	DAYBOOK	8600	Meeting with RGS Chris Sliz & SMCSO Kelly Dodds	2.00
10/16/2023 14:45:00	10/16/2023 15:45:00	DAYBOOK	E8668	Drove E8668 through town on backroads and on highway 101.	1.00
10/17/2023 08:30:00	10/18/2023 08:30:00	DAYBOOK	SMF 1		24.00

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



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START	END	LOG TYPE	APPARATUS	NOTES	HOURS
10/17/2023 18:00:00	10/17/2023 22:00:00	DAYBOOK		Firefighter Training: Water Supply Lead Instructor: Young, Scott P	4.00
10/17/2023 23:42:00	10/17/2023 23:48:00	INCIDENT	8600	Incident 2023-274 - Motor vehicle accident with no injuries.: Apparatus 8600 responded to 810 Cemetery RD	0.10
10/18/2023 09:00:00	10/18/2023 13:00:00	DAYBOOK	8600	SLOFIST Meeting Morro Bay Fire	4.00
10/18/2023 17:00:00	10/18/2023 19:30:00	DAYBOOK	8600	Community plan update meeting with SMAC	2.50
10/18/2023 18:00:00	10/18/2023 19:00:00	DAYBOOK	8600	Community support meeting at the County Park	1.00
10/19/2023 08:30:00	10/20/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/19/2023 09:00:00	10/19/2023 10:00:00	DAYBOOK	8600	Meeting with Bryan Matherly at 1141 Mission	1.00
10/20/2023 05:50:00	10/20/2023 06:00:00	INCIDENT	8600	Incident 2023-275 - Alarm system activation, no fire - unintentional: Apparatus 8600 responded to 775 Mission ST	0.17
10/20/2023 08:30:00	10/21/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/20/2023 18:46:00	10/20/2023 19:22:00	INCIDENT	E8696	Incident 2023-276 - Motor vehicle accident with no injuries.: Apparatus E8696 responded to 7800 Estrella RD	0.60
10/30/2023 18:00:00	10/31/2023 08:30:00	DAYBOOK	8600		14.50
10/31/2023 08:30:00	11/01/2023 08:30:00	DAYBOOK	SMF 1		24.00
10/31/2023 21:26:00	10/31/2023 21:37:00	INCIDENT	8600	Incident 2023-286 - Citizen complaint: Apparatus 8600 responded to 1145 K ST	0.18
10/31/2023 21:46:00	10/31/2023 22:01:00	INCIDENT	E8696	Incident 2023-287 - Emergency medical service, other: Apparatus E8696 responded to 50-80 Wellsona RIV	0.25
10/31/2023 23:51:00	11/01/2023 00:10:00	INCIDENT	8600	Incident 2023-288 - Motor vehicle accident with no injuries.: Apparatus 8600 responded to N Highway 101 HWY	0.32
<b>Total Hours for: Young, Scott P</b>					<b>508.52</b>
<b>Total of all Personnel Hours</b>					<b>508.52</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 11/8/2023 2:03:29 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: 10/01/2023 | End Date: 10/31/2023

Incident Date	Incident #	Losses - Property	Losses - Contents	Alarm Time	Total Personnel - Effective Response	First On Scene Apparatus	Last On Scene Apparatus	Earliest Turnout	Call Processing Time	First Unit Total Response Time	First Unit Travel Time	Total Travel Time Effective Response	Total Response Time Effective Response
10/01/2023	2023-267	0	0	13:57:00	3	E8668	E8668	02:00	01:00	00:08:00	00:05:00	00:05:00	00:08:00
10/02/2023	2023-268	0	0	17:05:00	3	E8696	E8696	01:00	01:00	00:10:00	00:08:00	00:08:00	00:10:00
10/04/2023	2023-269	0	0	21:43:00	4	E8696	E8696	03:00	01:00	00:15:00	00:11:00	00:11:00	00:15:00
10/05/2023	2023-270	0	0	08:19:00	3	E8668	E8668	00:00	04:00	00:26:00	00:22:00	00:22:00	00:26:00
10/05/2023	2023-271	0	0	10:04:00	3	E8696	E8696	00:00	01:00	00:06:00	00:05:00	00:05:00	00:06:00
10/09/2023	2023-272	0	0	20:09:00	2	E8668	E8668	05:00	00:00	00:08:00	00:03:00	00:03:00	00:08:00
10/11/2023	2023-273	0	0	15:38:00	3	E8668	E8668	01:00	00:00	00:06:00	00:05:00	00:05:00	00:06:00
10/17/2023	2023-274	0	0	23:42:00	4	8600	8600	02:00	00:00	00:05:00	00:03:00	00:03:00	00:05:00
10/20/2023	2023-275	0	0	05:50:00	3	E8696	E8696	07:00	00:00	00:08:00	00:01:00	00:01:00	00:08:00
10/20/2023	2023-276	0	0	18:46:00	3	E8696	E8696	06:00	00:00	00:12:00	00:06:00	00:06:00	00:12:00
10/21/2023	2023-277	0	0	14:45:00	2	E8668	E8668	02:00	00:00	00:07:00	00:05:00	00:05:00	00:07:00
10/21/2023	2023-278	0	0	23:35:00	2	E8668	E8668	04:00	00:00	00:07:00	00:03:00	00:03:00	00:07:00
10/24/2023	2023-281	0	0	16:15:00	2	P8651	P8651	02:00	00:00	00:03:00	00:01:00	00:01:00	00:03:00
10/26/2023	2023-282	0	0	06:12:00	1	P8651	P8651	01:00	00:00	00:03:00	00:02:00	00:02:00	00:03:00
10/28/2023	2023-283	0	0	17:10:00	3	E8668	E8668	00:00	00:00	00:03:00	00:03:00	00:03:00	00:03:00
10/28/2023	2023-284	0	0	19:54:00	2	E8668	E8668	00:00	02:00	00:13:00	00:11:00	00:11:00	00:13:00
10/30/2023	2023-285	0	0	23:39:00	1	P8651	P8651	00:00	02:00	00:05:00	00:03:00	00:03:00	00:05:00
10/31/2023	2023-286	0	0	21:26:00	2	8600	8600	03:00	00:00	00:05:00	00:02:00	00:02:00	00:05:00
10/31/2023	2023-287	0	0	21:46:00	2	E8696	E8696	03:00	00:00	00:11:00	00:08:00	00:08:00	00:11:00
10/31/2023	2023-288	0	0	23:51:00	2	8600	8600	02:00	00:00	00:05:00	00:03:00	00:03:00	00:05:00

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



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# San Miguel Fire Department

San Miguel, CA

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## Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): All Zones | Start Date: 10/01/2023 | End Date: 10/31/2023

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
<b>Zone: AAE - Auto Aid East</b>					
2023-270	321	10/05/2023	Reviewed	8283 Cross Canyons RD	E8668
2023-276	324	10/20/2023	Reviewed	7800 Estrella RD	E8696
2023-284	321	10/28/2023	Reviewed	6385 Cross Canyons RD	E8668
<b>AAE - Auto Aid East Incidents: 3</b>					
<b>Zone: AAN - Auto Aid North</b>					
2023-287	320	10/31/2023	Reviewed	50-80 Wellsona RIV	E8696
<b>AAN - Auto Aid North Incidents: 1</b>					
<b>Zone: AAS - Auto Aid South</b>					
2023-268	324	10/02/2023	Reviewed	300 San Marcos RD	E8696
<b>AAS - Auto Aid South Incidents: 1</b>					
<b>Zone: CSD - CSD Limits</b>					
2023-269	651	10/04/2023	Reviewed	250 11th ST	E8696
2023-271	113	10/05/2023	Reviewed	775 Mission ST	E8696
2023-274	324	10/17/2023	Reviewed	810 Cemetery RD	8600, E8696
2023-275	745	10/20/2023	Reviewed	775 Mission ST	8600, E8696
2023-279	321	10/22/2023	Reviewed	810-910 10th ST	E8668
2023-280	321	10/23/2023	Reviewed	1815 Mission ST	E8668
2023-282	321	10/26/2023	Reviewed	858 10th ST	P8651
2023-285	321	10/30/2023	Reviewed	1402 Mission ST	P8651
2023-286	911	10/31/2023	Reviewed	1145 K ST	8600
2023-288	324	10/31/2023	Reviewed	N Highway 101 HWY	8600
<b>CSD - CSD Limits Incidents: 10</b>					
<b>Zone: MH - Mission Heights</b>					
2023-272	321	10/09/2023	Reviewed	1941 San Juan Bautista ST	E8668, SMF 1
<b>MH - Mission Heights Incidents: 1</b>					
<b>Zone: MM - Mission Meadows</b>					
2023-278	321	10/21/2023	Reviewed	850 Sebastian CT	E8668
2023-281	321	10/24/2023	Reviewed	850 Sebastian CT	P8651
<b>MM - Mission Meadows Incidents: 2</b>					
<b>Zone: Ter - San Lawerance Terrace</b>					
2023-267	321	10/01/2023	Reviewed	9560 N River RD	E8668
2023-273	321	10/11/2023	Reviewed	3170 San Pablo DR	E8668
2023-277	321	10/21/2023	Reviewed	8795 Mission Lane	E8668
<b>Ter - San Lawerance Terrace Incidents: 3</b>					

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



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**Zone: WOMHP - White Oaks Mobile Home Park**

2023-283	321	10/28/2023	Reviewed	700 River RD	E8668
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**WOMHP - White Oaks Mobile Home Park Incidents: 1**

**Total Incidents: 22**

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



# San Miguel Fire Department

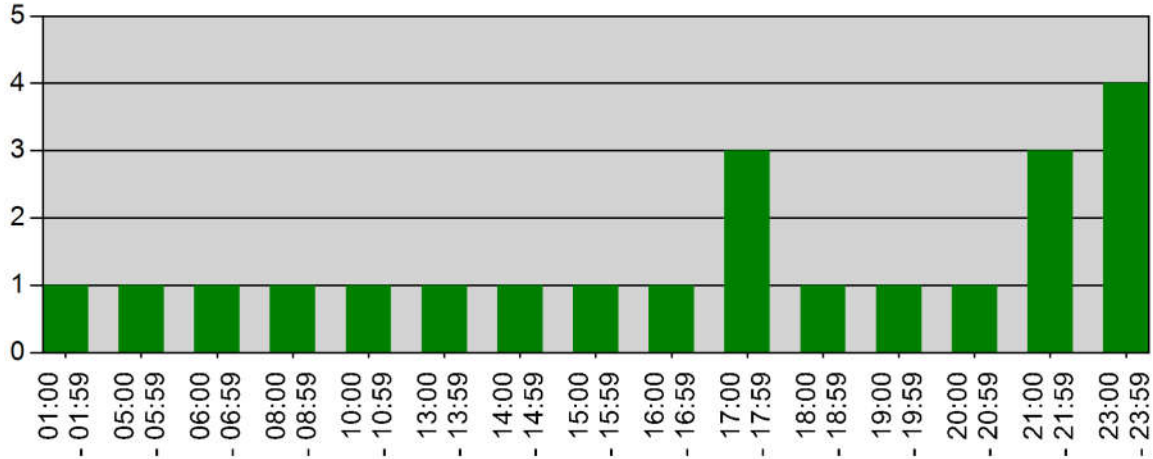
San Miguel, CA

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## Incidents by Hour for Zone for Date Range

Zone: All Zones | Start Date: 10/01/2023 | End Date: 10/31/2023



TIME	COUNT
01:00 - 01:59	1
05:00 - 05:59	1
06:00 - 06:59	1
08:00 - 08:59	1
10:00 - 10:59	1
13:00 - 13:59	1
14:00 - 14:59	1
15:00 - 15:59	1
16:00 - 16:59	1
17:00 - 17:59	3
18:00 - 18:59	1
19:00 - 19:59	1
20:00 - 20:59	1
21:00 - 21:59	3
23:00 - 23:59	4

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: 10/01/2023 | End Date: 10/31/2023

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAE - Auto Aid East					
Rescue & Emergency Medical Service					
	Lights and Sirens	13:00	2:00	2:00	17:00
Zone: AAN - Auto Aid North					
Rescue & Emergency Medical Service					
	Lights and Sirens	8:00	0:00	3:00	11:00
Zone: AAS - Auto Aid South					
Rescue & Emergency Medical Service					
	Lights and Sirens	8:00	1:00	1:00	10:00
Zone: CSD - CSD Limits					
Fires					
	Lights and Sirens	5:00	1:00	0:00	6:00
Rescue & Emergency Medical Service					
	Lights and Sirens	2:45	0:30	1:15	4:30
Good Intent Call					
	Lights and Sirens	11:00	1:00	3:00	15:00
False Alarm & False Call					
	Lights and Sirens	1:00	0:00	7:00	8:00
Special Incident Type					
	Lights and Sirens	2:00	0:00	3:00	5:00
Zone: MH - Mission Heights					
Rescue & Emergency Medical Service					
	Lights and Sirens	3:00	0:00	5:00	8:00
Zone: MM - Mission Meadows					
Rescue & Emergency Medical Service					
	Initial No Lights or Sirens, Upgraded to Lights and Sirens	1:00	0:00	2:00	3:00
	Lights and Sirens	3:00	0:00	4:00	7:00
Zone: Ter - San Laverance Terrace					
Rescue & Emergency Medical Service					
	Lights and Sirens	5:00	0:20	1:40	7:00
Zone: WOMHP - White Oaks Mobile Home Park					

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

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Rescue & Emergency Medical Service					
Lights and Sirens		3:00	0:00	0:00	3:00

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

StartDate: 10/01/2023 | EndDate: 10/31/2023

INCIDENT TYPE	AVG. # PERSONNEL
113 - Cooking fire, confined to container	3
321 - EMS call, excluding vehicle accident with injury	2
324 - Motor vehicle accident with no injuries.	3
651 - Smoke scare, odor of smoke	4
745 - Alarm system activation, no fire - unintentional	3

Reviewed Incidents only.



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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: 10/01/2023 | End Date: 10/31/2023

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	0	0	0	0	0	0	0
01:00	0	1	0	0	0	0	0
02:00	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0
05:00	0	0	0	0	0	1	0
06:00	0	0	0	0	1	0	0
07:00	0	0	0	0	0	0	0
08:00	0	0	0	0	1	0	0
09:00	0	0	0	0	0	0	0
10:00	0	0	0	0	1	0	0
11:00	0	0	0	0	0	0	0
12:00	0	0	0	0	0	0	0
13:00	1	0	0	0	0	0	0
14:00	0	0	0	0	0	0	1
15:00	0	0	0	1	0	0	0
16:00	0	0	1	0	0	0	0
17:00	1	1	0	0	0	0	1
18:00	0	0	0	0	0	1	0
19:00	0	0	0	0	0	0	1
20:00	0	1	0	0	0	0	0
21:00	0	0	2	1	0	0	0
22:00	0	0	0	0	0	0	0
23:00	0	1	2	0	0	0	1
Total Responses for Day	2	4	5	2	3	2	4
% of Responses for Day	50.00%	25.00%	40.00%	50.00%	33.33%	50.00%	25.00%
% of Responses for Week	9.09%	18.18%	22.73%	9.09%	13.64%	9.09%	18.18%

Hour	Total per Hour	Percent
00:00	0	0.00%
01:00	1	4.55%
02:00	0	0.00%
03:00	0	0.00%
04:00	0	0.00%
05:00	1	4.55%
06:00	1	4.55%
07:00	0	0.00%
08:00	1	4.55%
09:00	0	0.00%
10:00	1	4.55%
11:00	0	0.00%
12:00	0	0.00%
13:00	1	4.55%
14:00	1	4.55%
15:00	1	4.55%
16:00	1	4.55%
17:00	3	13.64%
18:00	1	4.55%
19:00	1	4.55%
20:00	1	4.55%
21:00	3	13.64%
22:00	0	0.00%
23:00	4	18.18%
Total	22	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

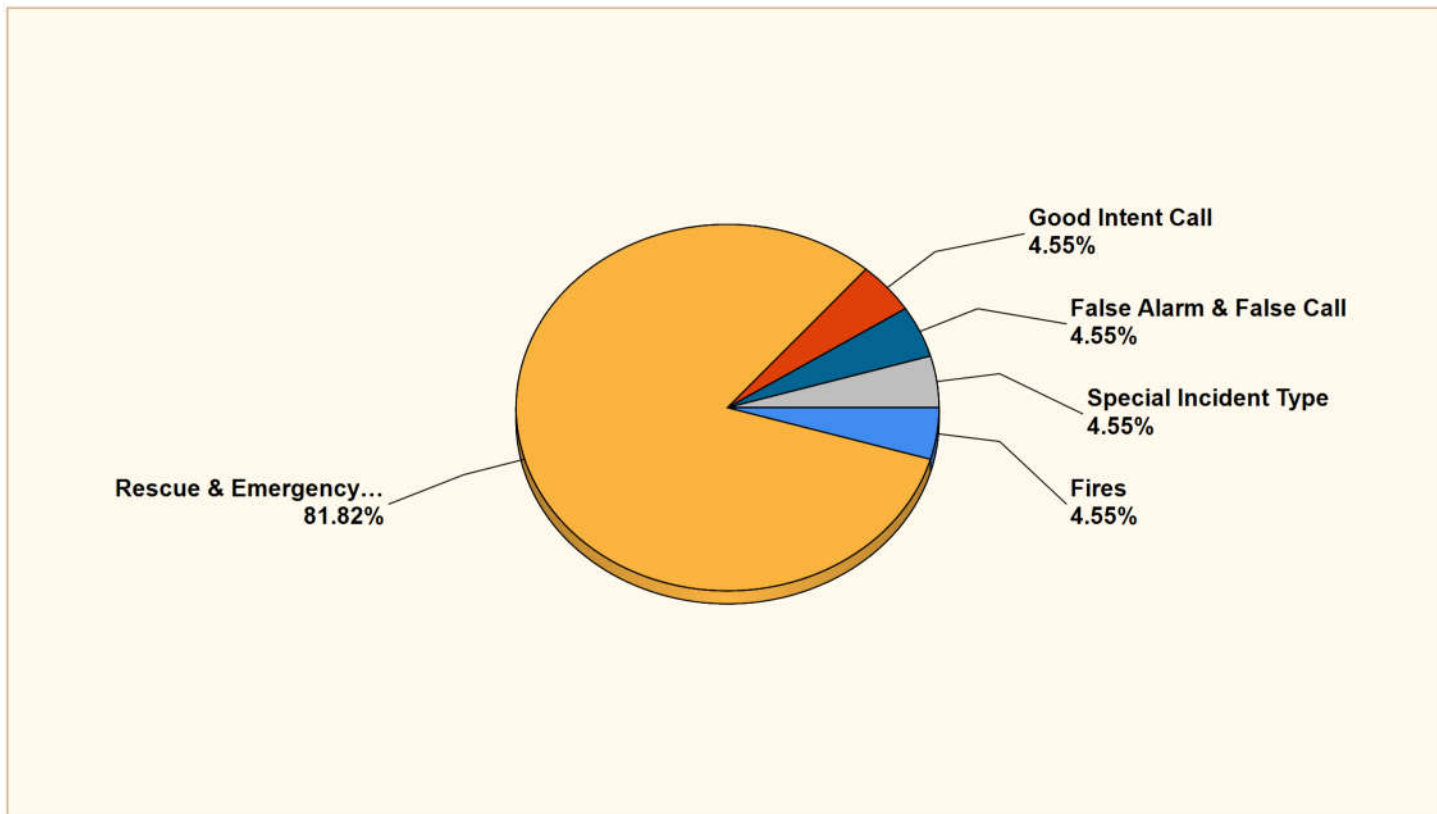
San Miguel, CA

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## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 10/01/2023 | End Date: 10/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	4.55%
Rescue & Emergency Medical Service	18	81.82%
Good Intent Call	1	4.55%
False Alarm & False Call	1	4.55%
Special Incident Type	1	4.55%
<b>TOTAL</b>	<b>22</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**

<b>INCIDENT TYPE</b>	<b># INCIDENTS</b>	<b>% of TOTAL</b>
113 - Cooking fire, confined to container	1	4.55%
320 - Emergency medical service, other	1	4.55%
321 - EMS call, excluding vehicle accident with injury	13	59.09%
324 - Motor vehicle accident with no injuries.	4	18.18%
651 - Smoke scare, odor of smoke	1	4.55%
745 - Alarm system activation, no fire - unintentional	1	4.55%
911 - Citizen complaint	1	4.55%
<b>TOTAL INCIDENTS:</b>	<b>22</b>	<b>100%</b>

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

# San Miguel Fire Department

San Miguel, CA

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

StartDate: 10/01/2023 | EndDate: 10/31/2023

LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Home/Residence</b>			
	AAE - Auto Aid East		
		8283 Cross Canyons RD San Miguel, CA	1
	CSD - CSD Limits		
		1145 K ST San Miguel, CA	1
		1402 Mission ST San Miguel, CA	1
		1815 Mission ST San Miguel, CA	1
		858 10th ST San Miguel, CA	1
	MH - Mission Heights		
		1941 San Juan Bautista ST San Miguel, CA	1
	MM - Mission Meadows		
		850 Sebastian CT San Miguel, CA	2
	Ter - San Lawerance Terrace		
		3170 San Pablo DR San Miguel, CA	1
		8795 Mission Lane San Miguel, CA	1
		9560 N River RD San Miguel, CA	1
	WOMHP - White Oaks Mobile Home Park		
		700 River RD San Miguel, CA	1
<b>Total for Location Type:</b>			<b>12</b>
<b>Not Specified</b>			
	AAE - Auto Aid East		
		7800 Estrella RD San Miguel, CA	1

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



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LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Not Specified</b>			
	CSD - CSD Limits		
		810 Cemetery RD San Miguel, CA	1
		810-910 10th ST San Miguel, CA	1
		<b>Total for Location Type:</b>	<b>3</b>
<b>Place of Recreation or Sport</b>			
	AAE - Auto Aid East		
		6385 Cross Canyons RD San Miguel, CA	1
	CSD - CSD Limits		
		775 Mission ST San Miguel, CA	2
		<b>Total for Location Type:</b>	<b>3</b>
<b>Street or Highway</b>			
	AAN - Auto Aid North		
		50-80 Wellsona RIV El Paso de Robles (corporate name for Paso Robles), CA	1
	AAS - Auto Aid South		
		300 San Marcos RD El Paso de Robles (corporate name for Paso Robles), CA	1
	CSD - CSD Limits		
		N Highway 101 HWY San Miguel, CA	1
		250 11th ST San Miguel, CA (Adjacent to)	1
		<b>Total for Location Type:</b>	<b>4</b>

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



**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 9.1**

**SUBJECT:** 09-28-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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

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

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

**6:00 P.M. Closed Session 7:00 P.M. Opened Session  
SMCSD Boardroom 09-28-2023**

**1. Call to Order:**

At 6:00 P.M.

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

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

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve

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

**4. Pledge of Allegiance:**

Lead by Anthony Kalvans

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

Ashley Sangster, San Miguel resident spoke about resolutions on the consent calendar, and feels that they should be discussed.

Greg Grewal, Creston resident spoke about water usage by the District. Mr. Grewal also spoke about the Districts Recycled Water project, and the Steinbeck litigation.

Murrey Powell, Templeton resident spoke about San Luis Obispo County response to the Grand Jury report, Paso Basin, and the authority of the five GSA's.

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

**1. PUBLIC HEARING FOR THE ADOPTION OF WATER RATES**  
**Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is holding a public hearing as part of the District's Board meeting to consider increasing its rates for water services.**  
Hold public hearing regarding increases to water rates.

Director Smiley opened the Public Hearing relating to the District's proposed water rates for fiscal years 2023/24 through 2027/28. This public hearing provides a forum for property owners and District customers to offer comment on the proposed rate increase. Protests to the proposed rate increases must be submitted in writing and they will be collected until the close of the Public Hearing. Director Smiley explained that staff would be providing a general presentation regarding the proposed rate increase.

Item was presented by General Manager Kelly Dodds explaining that during the June Board meeting several options were presented in order to provide adequate revenue for current and future district expenses necessary to continue to provide quality water to the District community. At that meeting the Board approved proceeding with 'Scenario 1' and starting the mandatory public hearing period as prescribed by Proposition 218. The proposed rate increase will increase revenues by 4.5% in the first year and increases of 5% are proposed for each of the other 4 years. Mr. Dodds gave information for scenario 1.

The proposed rate increase will also modify the rate structure, the existing structure includes five units of water in the fixed charge where as the proposed rate structure does not include any units in the fixed charge. The proposed structure will reduce the overall cost for users using less than 4 units of water compared to the current fixed charge. General Manager Kelly Dodds explained that any protests will be accepted up to the close of the Public Hearing. If the number of protests received equal fifty percent plus one (50% + 1) then this rate study cannot move forward and explained that it would need to be redone and brought back or the Board would need to make some other determination. If the number of protests received is less than fifty percent plus one, then the Board of Directors can move forward with the water rate increase.

Director Smiley opened Public Comment for the Public Hearing.

**Public Comment:** Laverne Buckman, San Miguel Resident spoke about reviewing the proposal and how that would affect her tenants and expressed that she is worried for them but understands inflation. Mrs. Buckman felt that the public outreach notices were hard to understand and even harder to explain to her tenants with the rate structure changes included.

Greg Grewal, Creston resident spoke about associating meter sizes with cost. Mr. Grewal spoke about the Steinbeck litigation over water.

Ashley Sangster, San Miguel resident discussed the past discussions on why the District should or should not raise the water rates. Mr. Sangster voiced that the General Manager was asked how long it would be before the Water Department would be in a deficit and expressed by Mr. Dodds that it would be seven years of collecting money above and beyond just delivering water. Mr. Sangster insisted that the community members that he spoke with are 99% against any water rate increase and spoke about the past increases. Mr. Sangster voiced that he was turning in 528 signed protests. General Manager Kelly Dodds accepted the protest and asked that he set them on top of the Districts protest box.

Paola Freeman, Monterey resident voiced that she was speaking for a San Miguel Community member, and they would like to have the "Moms of Liberty" that are in attendance tonight, count the protest because she feels that they are a neutral party. She also announced that she has copies of all the protest.

May White, San Miguel property owner spoke that she has three properties in San Miguel and after COVID her renters are struggling to feed their families. Ms. White voiced that she thinks that the proposed increase exceeds inflation, and that her water bills in Atascadero are less than San Miguel's.

Andy Vierra, San Miguel resident voiced that he feels like this has already been decided, and asked what it would take for this not to happen. Mr. Vierra asked the Board of Directors to help and give the community hope.

Shann Houge, San Miguel resident owning three parcels that are split, and voiced that she is hearing that there is need for water. Mrs. Houge voiced that she wanted to know why she could not use the well on the property and was forced to connect to San Miguel water.

Director Smiley asked for any other public comments, and seeing none closed the Public Hearing.

Director Smiley voiced that now we will allow staff to count the total number of protests. If the total number of protests exceeds 50% +1 of the number of water customers, then each protest will need to be manually verified and these proceedings will be continued to a future date. Director Davis objected and voiced that he wanted a neutral party to count the Protest.

Director Smiley explained that the General Manager Kelly Dodds would be counting the protest on record and in public.

The public shouted out, and Director Smiley informed the public that the public comment period was closed and asked for decorum.

Director Baker asked if the Districts Legal Counsel could give their opinion.

District General Counsel Pritchard voiced that the District General Manager Kelly Dodds can count the protests and will do so in the opened session. Counsel explained that LAFCo does not decide what the District's Prop 218 procedures are, and does not have that authority.

Director Davis asked if the neutral party could count the protest at the same time as Mr. Dodds. District General Counsel explained that they are being counted in front of the public and that anyone can watch, but if anyone disrupts the counting process then they can be subject to removal.

General Manager Kelly Dodds counted the protest in full view of the Board and Public. At the conclusion of the initial count there were 538 protests collected. The neutral party agreed with the count of 538.

**Board Comment:** Director Baker thanked the "Moms of Liberty" for coming to the meeting. Director Gregory voiced that she wanted to speak about some of the public comments. Director Gregory explained that the lady with the well issue needs to speak to the General Manager and that there are people with their own wells in the community. Director Gregory expressed that the Board is very empathetic to the needs of the community and explained how the new rate structure would be helping the customers that use less water, they should not be paying such a high base price and explained how this new structure would be helping. Discussion on the history of increases was explained, and that inflation is hurting everyone. Director Gregory voiced that she would ask that customers look and ask how this rate change would affect them; and expressed that she knows that there is a lot of conversation out in the public and has heard a lot of lies, distortion, and outrageous scare tactics to get the public to sign these protests. Thanked the public for attending.

Director Baker commented that there was definitely a decrease for the small water users, but the breakeven point is around 3.6 units, and at 5 units it would be a cost of \$7.96, an increase of 15%. Director Baker voiced that the comment that this was a done deal and that everyone has decided, is incorrect and can only speak for himself. Director Baker expressed that he feels for everyone and knows that costs are up, and inflation is up, but feels that the water fund is solid.

Director Baker explained that he feels that the District needs enough to make the business work, and that there are a lot of things happening and all those things need to be managed correctly at an absolute minimum cost.

Director Kalvans thanked everyone for coming to the meeting and expressed that he does not like increases. Director Kalvans spoke about capital projects that need to be done and explained that when the CSD took over the County Waterworks, that left the District with contaminated water, and broken lines. The San Lawrence Terrace alone is looking at multi-millions of repairs; from the mismanagement of the County for over sixty years. Director Kalvans affirmed that he is always looking at alternatives funding and would like to make sure all ballots are verified and looks forward to being flexible on hearing all sides. Director Kalvans asked the General Manger to clarify what Capital Improvement projects where included, within this study.

General Manager Kelly Dodds explained that not all Capital Projects are listed, the ones that we are pursuing more grant funding for are not included.

Director Kalvans wants to make sure that the listed Capital Projects gets done.

Director Davis reiterated that in his opinion the District doesn't have a revenue problem but does have a huge spending problem. Director Davis explained that he can see it every day, the District spends more money than they have to on consultants, engineers and nothing ever gets done. Director Davis voiced that for example this rate study was forty thousand dollars, to have someone come in and tell us why we have to increase our rates, and that forty thousand could have been used to pay water bills.

Director Smiley voiced that he was not generally for water rate increases, but the District has to operate as a business. Director Smiley pointed out that with inflation being thirteen percent last year, and another five percent this year totaling; eighteen percent affects the District. The extra cost for supplies and gas must be addressed and explained that if there is not a water rate increase then the revenue that is coming in will drop by at least twenty percent because of inflation.

District General Counsel wanted to make sure that everyone understood the Prop 218 process, and wanted to be clear that the County Code and the LAFCo codes don't dictate the Prop 218 process for the District, only the State Legislature and District can decide that process. District Counsel explained that once the County gave over the authority to do water utilities to this District, this District became the deciding factor for all processes and procedures, that the legislature has not specifically laid out. The District doesn't have a specific policy or procedure in place for Prop 218 proceedings.

Director Smiley voiced that the District has received more than a majority of protests for the proposed water rate increase. Staff is instructed to manually verify each protest to confirm that they were submitted by a property owner or District customer owner, that not more than one protest was counted for a parcel, and that each protest was validly executed. No further action will be taken at this time, and I ask for a motion of this Board to continue this item to the regular board meeting to be held on October 26, 2023.

Director Baker asked for clarification regarding verification of; one protest per parcel or water meter.

District General Counsel explained that only protests for serviced properties will count; so, if there are any protests for properties that are not serviced by water by this District they will not count. Counsel continued that a District utility customer who is not an owner, that tenants protest counts as valid, but if you also have the owner protesting, only one of those protests will count. One protest per serviced parcel and can be either the utility customer or the owner.

Director Baker expressed that in his opinion everyone who receives water is a stakeholder and explained that apartments and trailer parks only have one meter, but those people are paying for water whether it's directly or indirectly. Director Baker voiced that those people are stakeholders and will be affected by this increase.



District Counsel explained that the process is dictated by the proponents of Prop 218 who put the measure on the ballot and the voters who voted it into law and is spelled out in the Government Code; that process is not dictated by the District.

Director Baker voiced that previously District Counsel stated that the District could have a say on the process, but the District cannot make that decision to include certain protests?

District General Counsel explained that whenever the legislature or Prop 218 measure brought forth by the "people" where silent that falls to the District to decide. General Counsel gave example that the Prop 218 measure was silent on the process on who counts the ballots, or who collects the ballots and that is within the District policy. As far as which ballots are actually counted and what qualifies as a proper ballot is spelled out by the Prop 218 measure, and the District cannot deviate from that.

Discussion ensued about the District being more restrictive or adding in protest for people without water meters.

After motion passed to continue the item to October, Director Baker voiced that he would like to motion regarding the verification process.

District General Counsel explained to the Board of Directors that any new policy on the Prop 218 process is not agendaized and no action can be taken on that tonight. Counsel clarified that it would have to be a dually noticed, and properly agendaized item. Director Baker asked why that would not be part of this process.

District General Counsel discussed with Director Baker that it would be a new policy that the Board would have to formulate and would have to be agendaized; if not it would be a Brown Act violation and could be invalidated.

Director Baker asked about when the protests are being validated and those that are being tossed out should be looked at by an independent party.

District General Counsel explained that the validation process is that District Staff will look at records from the County Assessor's Office to confirm any parcel ownership that was submitted and the District's Utility Billing system to confirm that they are a water service customer. Once that is done, there will be the validated protests and then there will be the invalidated protest along with a tally that says how many, why, and where. All of that information is a public record for two years but the District is not allowed to give out any copies of the protests; anyone can come into the District and inspect those records.

Director Baker asked that if the Directors wanted to amend the process of validation and include people within the District that don't have a meter but do receive water, can we do that at the next meeting? Director Baker voiced that if the District gets enough of the protests and they are removed but a number of them include people in apartments, can we make that adjustment at the next meeting to include those protests?

The District General Counsel explained that if you wanted to put a new policy on the next agenda, you would go by the District's Board Handbook, and will need a second to do that. Counsel explained that it is a matter of whether you take action at the next meeting or if you adopt the policy and then take action. Counsel expressed that she was not sure that once the validation process is complete that you could go backwards but will check on that if we have a second Board Member that wants to continue that matter.

General Manager Kelly Dodds asked if that should be done at Board Comment or now. District Counsel voiced that it would be fine, right now.

Director Davis voiced that he would also like Counsel to look into that and add a new policy on the next Board Meeting agenda.

Director Smiley voiced, where do you stop making exceptions. Director Smiley gave an example of a parcel property with fifteen units, and each of the unit's has three subletters in it, expressing that right now he has a place that has got eight people subletting in the same house. Do we allow each one of them to protest? Discussion ensued.

Director Baker voiced that he is thinking that it should be individual units, for example apartments or mobile home park.

Director Kalvans voiced that he has seen different ways and it is generally either property landowners or registered voters when it comes down to ballots of financial matters, and asked if Prop 218 measure speaks on that.

District General Counsel explained that Prop 218 does give you the option of putting the fee increase on the ballot for voters, but factor in the expense to have an election.

Director Davis asked if the General Manager Kelly Dodds was going to raise the water rates on October 16th.

General Manage Kelly Dodds explained that the date was just a proposed date that is obviously dependent on the Board passing any sort of increase.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Continue to October 26th 2023 Board Meeting

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

**7. Non- District Reports:**

**1. San Luis Obispo County**

**Organizations** Verbal/Report

None

**2. Community Service**

**Organizations** Verbal

Jose Ventura from the San Miguel Firefighters Association (SMFA) explained that the San Miguel Firefighters Association along with the Paso Robles Firefighters Association, and the Paso Robles Police Officers Association sponsored at Memorial Stair Climb on September 11, 2023, at the Mid State Fair Grounds bleacher section. SMFA provided lunch for approximately thirty-two participants and support staff. Also on September 11, 2023, the SMFA along with the San Miguel Fire Department and Vitalant Blood Services hosted our second blood drives at the San Miguel Fire Station. They were able to collect twenty-one pints of life saving blood. Six pints over our intended goal. The next blood drive shall be held at Court Side Cellers in January 2024. The San Miguel Christmas Parade and Santa visit has been scheduled for December 16, 2023. SMFA and other community supporters are working on a Harvest Festival scheduled for October 28, 2023. SMFA entered the Paso Robles Pioneer Day Parade scheduled for October 14, 2023. The SMFA also held a Mission Street clean-up.

Director Smiley thanked Firefighter Venture for being awarded the Firefighter of the year award by the North County Freemasonry. Director Smiley updated the Board that the Rio Caledonia community “organization signage” is moving forward and will need some volunteers from the service organizations for the clean-up of the area.

Michelle Hido, San Miguel Friends of the Library explained that there are a couple more community movie nights and that on October 14th the Library will be having a Eclipse and Pancake Party at 8 A.M., and on October 28th Dia de la Muertos event. [San Miguel Library Events](#).

Director Baker asked about how the San Miguel Library card sign up where going. Mrs. Hido explained that the San Miguel library funds are helped by Library cards use, so please sign up.

Director Kalvans thanked everyone that attended the Lions Club "Old Timers BBQ".

### **3. Camp Roberts—Army National**

**Guard** Verbal

None

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

**Public Comment on all Staff Reports:** Greg Grewal, Creston Resident spoke on the General Manager Report. Mr. Grewal spoke about the Estrella El-Pomar Creston (EPC) and how the General Manager explained that they have been accepted by the Department of Water Resources(DWR), voicing that the EPC has lied on their application and committed fraud expressing that the resolution in 2019 stated that they could not be part of the cooperative group or part of the MOA. Mr. Grewal also spoke about the correspondence the San Miguel Board of Director sent about the EPC and his conversations with Mr. Gosling from DWR.

### **1. General Manager**

Receive verbal Report

General Manager Kelly Dodds updated the Board that the District received a letter regarding no works comp claims and explained that the Senior Center is updating the contract between the CSD and San Miguel. The Department of Water Resources (DWR) has accepted the Estrella El-Pomar Creston Water District (EPC) as a Groundwater Sustainability Agency (GSA) as of September 9th, and LAFCo is scheduled to discuss the item at their October 19th Board Meeting.

Director Kalvans spoke about the CSDA training that helps with the District Workers Compensation cost that the Board of Director could participate in. Discussion ensued.

### **2. District Counsel**

Receive verbal report

District General Counsel Christina Pritchard explained that she had one reminder and explained that District Offices are not a place for politics, and to please conduct that outside the District Office location.

Director Gregory asked for examples from Counsel. District Counsel explained that coming into the District office and asking employees to sign rate increase protest, is not acceptable.

### **9. District Utilities**

Receive and File

General Manager Kelly Dodds submitted the report as written and asked for any questions. Discussion on Wastewater Treatment operators ensued. Mr. Dodds explained that he is still working with FEMA for the storm damage and explained that the Terrace SLT well is offline for repairs. One of the pontoons for the aerators at the Wastewater Treatment Facility failed, causing damage to the motor, and the department is working

on replacement. Mr. Dodds also explained that no dogs are allowed at the treatment facility due to the dangers, please leave your pets in your vehicle or at home.

**Board Comment:** Director Baker asked Mr. Dodds to explain what it takes to become a "licensed operator". General Manager Kelly Dodds explained that in reference to what the District is trying to hire for is a grade three wastewater operator and that is an operator that has been working at a treatment plant that is a grade three or higher for approximately three years. The State licensing was explained, and discussion ensued. Director Kalvans voiced that the District has had the job announcement out for almost two years and asked if maybe the District needed to look at other incentives. Discussion ensued.

Director Davis asked about the current operator, and how it was previously explained that the District has licensed operators. Director Davis voiced that it was expressed that the current operator did not want the position but feels that the District has put a lot of training into them, and if the District has a licensed personnel already here why would we not use that person. General Manager Kelly Dodds explained that Director Davis was correct that we do have licensed operators that can run our current plant. Discussion ensued about the requirement of having a grade three operator when the new San Miguel Wastewater Treatment Facility comes online.

**Public Comment:** None

**4. Fire Chief Report**

Receive and File

Scott Young Fire Chief submitted report as written and asked for any questions.

**9. Consent Calendar:**

Director Smiley presented the Consent Calendar and asked for public comment.

**Public Comment:** Ashley Sangster, San Miguel resident spoke about item number 7, Cost Recovery and expressed his opinion that the San Miguel Fire Department will be billing people who they respond to for calls and car accidents; giving an example of \$1,700 for extrication. Mr. Sangster voiced that the Fire Department is funded through property taxes. Greg Grewal, Creston resident spoke about item 7 and voiced as a 30-year veteran Firefighter that you should not charge people for something they already pay for through their property taxes.

**Board Comment:** Director Baker pulled consent calendar item number 6 and 7.

**Motion By:** Anthony Kalvans

**Second By:** Raynette Gregory

**Motion:** To Approve Item 9.1, 9.2, 9.3, 9.4, 9.5, and 9.8

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

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

Receive and File

2. **Resolution recognizing the passing of San Luis Obispo County District One Supervisor Harry Ovitt.**  
Approve Resolution 2023-38
3. **Resolution recognizing the passing of Paso Robles City Mayor Steven Martin.** Approve Resolution 2023-39
4. **Designation of Applicant's Agent Resolution - FEMA (Dodds)**  
Approve RESOLUTION 2023-41 designating the General Manager and Fire Chief as the Applicant's Agent for receipt of FEMA funding.
5. **Designation of equipment as surplus**  
Approve RESOLUTION 2023-42 designating listed property as surplus and authorize the General Manager and Fire Chief to dispose of that property in accordance with the District's Surplus Equipment policy.
6. **Letter of Support for Fire, Life, & Safety plan review of residential photovoltaic system projects. (Young)**  
Review and endorse a letter of support to the County Board of Supervisors.  
**Board Comment:** Director Baker pulled consent calendar item number 6 and 7.  
Discussion on Consent item #6 pulled by Director Baker ensued.  
District General Counsel gave a brief history on the issue with this item. District Counsel explained that this item was asked to be brought back by the Board of Directors with a letter of support for the County Board of Supervisors regarding the San Miguel Fire Departments request to have the County Planning & Building Department forward Residential Photovoltaic systems to San Miguel Fire for a Fire, Life, & Safety Plan Reviews. The County does not want to send the residential photovoltaic plans to the District. District General Counsel explained that Chief Young would have to speak on the plan check cost.  
Fire Chief Scott Young explained that the District has already approved a one-hundred dollar plan check fee established for the residential Photovoltaic system plan reviews. Chief Young explained that this would be to document the location, and what the systems contain; that way we have the knowledge of where the hazards are within the District.  
Director Baker voiced that when he put in residential solar, he had to get a permit through the County, so the County already has the locations and expressed that he doesn't understand. Director Baker expressed that he objects to the one-hundred-dollar fee associated with this inspection, and feels that people do not need another "tax". Director Baker would like to have a timeline for processing the inspections included.  
Fire Chief Scott Young explained that the fee is to recover the time spent on reviewing the plans documenting what is being installed within our District. Chief Young voiced that the systems are becoming more complicated, and they present a bigger hazard during an emergency. Discussion ensued.  
Director Baker voiced that he is not opposed to the Fire Department having the information, but again feels that the Fire Department is already being paid through the property taxes and that there is no need for another fee and would like to have a timeline for inspections included.  
Director Gregory commented that the plan check she had done in San Miguel used to be done by CalFire that charges more for the inspection and explained that you have to have the system inspected either way. San Miguel has the capabilities to do the inspections and

would rather have the money go to the Fire Department locally. Director Gregory explained that everyone pays property taxes but because she decided to build, the citizens in San Miguel should not have to pay for inspections of her building. Discussion ensued about the Cost of Permit fees from the County.

District General Counsel explained that the fees were set long ago, and that this item is about a letter of support. Counsel voiced that they understand that Director Baker is not in support of that but is specifically to get the County to send the District the information that is required by the Districts Fire Code.

Director Baker voiced that he was trying to understand, and stated that if the County sends information to the San Miguel Fire Department, then there will be a fee attached by San Miguel Fire.

General Manager Kelly Dodds explained that if the District processes a permit for anything there's a fee to off-set the processing of that permit. Discussion ensued about the permit process at the County, and how they work together through the permit process and approval. Fire Chief Scott Young again explained the dangers of the photovoltaic system to the Firefighters.

Director Kalvans asked since the San Miguel Fire Department is not receiving the reviews, is the County reviewing and collecting the fee. General Manager Kelly Dodds voiced that yes, the County is collecting the fee, but explained that this is an additional processing fee.

District General Counsel asked Fire Chief Scott Young if the County is doing a Fire, Life, Safety review of these residential systems. Chief Young explained that the County is not inspecting these systems for Fire, Life and Safety.

**Public Comment:** Murrey Powell, Templeton resident asked for clarification regarding the letter and fees. General Manager Kelly Dodds explained that this item was a letter of support from the San Miguel CSD Board of Directors to the County Board of Supervisors requesting the County Planning & Building Department to forward Residential Photovoltaic systems to San Miguel Fire for a Fire, Life, & Safety Plan Reviews. Mr. Powell voiced that he agrees with sending a letter.

Greg Grewal Creston resident, spoke about being against any other fees, and his experience with solar and fire. Mr. Grewal voiced that all the information needed is on the County website "Permit View". Fire Chief Scott Young explained that this is for a Fire, Life Safety review.

Ashely Sangster, San Miguel resident voiced that he was not in favor of another fee and explained that most solar companies handle the permitting process for residential solar. Mr. Sangster spoke about a time limit for the inspection process, and feels it is unwanted bureaucracy.

Fire Chief Young responded and explained that commercial properties also have Fire, Life Safety hazards, giving examples. Chief Young again explained that the fees were set 3 years ago, and is asking the Board to send the letter of support as requested at the last District meeting.

**Motion By:** Rod Smiley

**Second By:** Raynette Gregory

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			

Berkley Baker		X		
Owen Davis		X		

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

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

Discussion on Consent item #7 pulled by Director Baker ensued.

Item was presented by Fire Chief Scott Young, explaining that cost recovery has been in place at the District since 2015, but no action was ever taken to recover any cost. Chief Young explained that insurance companies will be billed, not individuals, and it is outside the District boundaries. Fire Recovery USA, LLC provides cost recovery services at no charge to the San Miguel Fire Department unless the Department fails to meet the minimum of six billable incidents annually. The annual fee for not meeting the six billable incident minimum is \$250.00. Fire Recovery USA, LLC collects a fee of 22% of any cost recovered via their services and there is a \$500.00 startup fee.

**Board Comment:** Director Gregory asked about the previous approval, back in 2015. Fire Chief Scott Young voiced that no action or funds collected for that agreement. Discussion ensued on the reasoning behind this agreement and how it would help San Miguel Fire with staffing.

Director Gregory asked about funds for responding outside the District. Chief Young explained that is for wildland fires only. The District has a Mutual Aid agreement, and wildland fires through Office Of Emergency Services (OES). Cost Recovery will be billing insurance companies, not individuals.

Director Kalvans voiced that the Fire Department responds outside the District's boundaries and would like to discuss cost recovery from the County.

District General Counsel Pritchard explained that this doesn't automatically bill for services, each claim would have to be put together at the District level and then forwarded to the company for collections. The District has full control over what is being billed under cost recovery and who is being billed.

Director Baker voiced that he feels that the attitude of its okay because insurance companies pay that; it doesn't cost anything is absurd. Director Baker explained that it is difficult to even get fire insurance, and this will only make it so that peoples car insurance goes up. Director Baker expressed that the responsibility of government, in his opinion, is public safety and that people should not have to worry about being billed. Director Baker proceeded to express his position.

Fire Chief Young explained the Fire Department funding, and Prop 13.

Director Davis voiced that if someone gets into an accident and they get billed, then their insurance will go up. Chief Young expressed that the insurance would go up because you had an accident. The Fire Department is always there to administrator aid.

Director Davis explained that he sees that the Fire Department goes on calls, but wanted to know if there was a rule that Camp Roberts Fire has to get there before San Miguel Fire and asked for an explanation. Fire Chief Scott young responded and explained that Camp Roberts does not have to be there before us, and that typically San Miguel Fire cancels Camp Roberts because we do not want to overwhelm the scene. Discussion ensued about providing an elevated level of service to the community.

Director Smiley expressed that he would like to get back on topic.

Director Baker explained that he did not see any specifics in the agreement about not billing within the District boundaries. District General Counsel explained that it is not in

the agreement, and that it is at the discretion of the district. Director Baker asked about making a policy about that. Counsel explained that if the District does not have a policy then it is left to the discretion of the Fire Chief. Discussion ensued.

**Public Comment:** Greg Grewal, Creston resident spoke about his fire service, and that he was not in favor of cost recovery.

Ashley Sangster San Miguel Resident voiced that he was not in favor of this item. Mr. Sangster explained that the contract states that Fire Recovery, USA can bill insurance companies and individuals and also send them to collections.

**Board Comment:** Director Gregory pointed out that our District is so small and that our District boundaries are very tight. The Fire Department is only getting funds for our very small sphere of boundaries and thinks that it would be best to table this item for discussion when Chief Young is present.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Table

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

**8. Regional Biosolid Cooperative (Dodds)**

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

**10. Board Action Items:**

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

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

After the SMCS D Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed, then all Financial Reports that were presented for “Review Only” will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals. Financial Officer Michelle Hido voiced that financials are on page 101-138 of the Board packet, and report is submitted as written. Mrs. Hido asked for any questions. Mrs. Hido pointed out that after the SMCS D Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals.

**Board Comment:** None

**Public Comment:** None

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



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

Item was presented by General Manager Kelly Dodds, explaining that this item was brought up at the last meeting by Director Kalvans and Director Smiley. The Board would need to decide the purpose and duration and appoint no more than two directors.

**Board Comment:** Director Gregory asked if these kinds of meetings are public or private. District General Counsel Pritchard explained that ad-hoc meetings with only two Directors are not subject to Brown Act restrictions. Director Gregory voiced that then they do not have to be held in public. District Counsel explained not unless you would like them to be, and that two board members would be discussing/gathering information about the item and that it is intended to be less informal.

Director Kalvans explained that he brought this up and with the MSR coming around but would like to look at code enforcement, safety and tax rate areas.

Director Gregory asked Director Kalvans how this was different then the next item. Director Kalvans explained briefly that the next item, Area Planning Commission is like the advisory council.

Director Smiley asked if the Board could have a discussion on code enforcement, businesses, abandoned cars, etc. Discussion ensued.

District General Counsel explained that the reasoning behind the ad-hoc committee is because there is a very basic breakdown of communication between the District and the County. Discussion ensued.

Director Smiley voiced that there are issues, example of Tree Maintenance, and feels that the County is very unresponsive to San Miguel needs.

Director Gregory expressed that Director Smiley is looking at actual problems that you want to see fixed, not just how we talk to the County.

District Counsel explained that the scope of the ad-hoc committee is entirely up to the board but will need to be defined so as to not waste time and funds.

Director Kalvans expressed that it has been a long time, that there has been a communication break down between San Miguel and the County. Director Kalvans voiced his frustration.

General Manager Kelly Dodds explained that the purpose tonight is to determine a scope for the committee, and if that cannot be done then tabling it until next month is appropriate.

**Public Comment:** Murray Powell, Templeton resident spoke that he understands the Districts frustration, and asked if he was correct that the San Miguel Board needs to stay within the purview of authority. Example being code enforcement.

District General Counsel explained that the agency relations and issues within the jurisdiction of one agency that are caused by another agency whether their omissions or their actions are always within the purview of the agency. The agency is not trying to enforce the code, it is trying to get the other agency to enforce the code that is causing problems in the community that's within this jurisdiction. Discussion ensued.

Greg Grewal Creston resident, spoke about documentation of the problems, and explained that the County is six-hundred employees short. Mr. Grewal recommends going to the Board of Supervisors meeting to express your frustration and bring documentation.

Ashley Sangster, San Miguel resident spoke about having goals and what you want to achieve for the benefit of the District. He voiced he would like to see an ad-hoc committee on San Miguel public relations. Mr. Sangster spoke about dead cars in the community and how it has been a long-standing issue.

**Board Comment:** Director Gregory voiced that tabling this item would be a good option, to think about three items.

**Motion By:** Raynette Gregory

**Second By:** Rod Smiley

**Motion:** To Table 3 items

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

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

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

Item was presented by General Manager Kelly Dodds, explaining that this item was brought up at the last meeting by Director Kalvans and Director Smiley. The Board would need to decide the purpose and duration and appoint no more than two directors. Mr. Dodds said that this item might also need to be tabled to give more time for discussion and give time for Directors to formulate their thoughts.

**Board Comment:** Director Kalvans explained the process of an Area Planning Commission (APC), explaining that this would give the CSD authority as a Planning Commission.

Director Gregory expressed that this would be like the Advisory Council.

Director Kalvans explained that Director Gregory was correct but with actual authority and not just recommendations.

District General Counsel explained that the Board of Supervisors would have to advocate that authority to the District.

**Public Comment:** None

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Table

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

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

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

Item was presented by Fire Chief Scott Young explained that this item was not approved in a VFD grant, and explained that this equipment is necessary. The Self Contained Breathing Apparatus (SCBA) mask fit testing machine, related supplies, training, software and

adapter. The intent of this resolution is to provide a balance of the costs related to the purchase of the SCBA fit testing device not provided via the 2022/2023 VFD grant. Chief Young explained the requirements for fit-testing and safety of Firefighters.

**Board Comment:** None

**Public Comment:** None

**Motion By:** Anthony Kalvans

**Second By:** Berkley Baker

**Motion:** To Approve Resolution 2023-46

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

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

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

Item presented by General Manager Kelly Dodds explained that this is a required overdue Municipal Service Review and Sphere Of Influence (MSR/SOI) and has been provided for review. Local Agency Formation Commission (LAFCo) will be reviewing this item at their October Board Meeting. General Manager Kelly Dodds explained that any comments will be brought to LAFCo and explained that this is an independent review. This item is for information only.

**Board Comment:** Director Kalvans voiced that he has questions on the population because that also affects us moving forward. Director Kalvans spoke about the Fire Department needing to do a review that would need to be brought to LAFCo at some point and discussed Gateway signage. Discussion ensued on LAFCo applications and processes.

**Public Comment:** None

*Informational item only*

**6. Streetlighting and Landscaping Masterplan**

Discuss priorities for a Streetlighting and Landscaping Masterplan.

Director Kalvans asked that this item be tabled.

**Board Comment:** None

**Public Comment:** None

**Motion By:** Rod Smiley

**Second By:** Anthony Kalvans

**Motion:** To Table

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			

Anthony Kalvans	X			
Owen Davis	X			

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

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

Item Presented by General Manager Kelly Dodds explaining that in July 2023 the District released an Request for Qualifications (RFQ) for a Certified Public Accountant (CPA). The District has received one response and they have extensive experience with Small Districts. Requested action at this time is to authorize the General Manager and Legal Counsel to prepare and implement a professional service agreement with Eide Bailly LLP and to terminate CPA services with Coblenz, Biehle, & Cramer. General Manager Kelly Dodds discussed the CPA cost throughout the previous years, and the estimate for Eide Bailly, LLP.

**Board Comment:** Director Baker asked about the local CPA that the District has been using and asked if she applied. It was explained that Darcia was sent the same RFQ and had a personal discussion on her continuing. Darcia explained to the District that she had other obligations that are taking up her time and did not want to do a formal bid.

Discussion ensued.

Director Baker asked where this new CPA firm was located and asked about travel time expenses. General Manager Kelly Dodds explained that the firm is in Fresno and if they come here there will be travel expenses. The District and CPA will be setting up systems for remote work.

Director Baker explained that he was trying to understand what kind of work the District would need. General Manager Kelly Dodds explained that it is for general questions, quarterly oversight, recommendations and when the District is preparing for an audit.

Director Baker asked why the District would need a contract. General Manager Kelly Dodds explained that part of the Professional Services Agreement also encompasses insurance, requirement, if something happens, we have a clear legal recourse.

Director Kalvans voiced that he is interested in the "Budget Support" that they offer, and asked if they could help the District get the Governmental Financial Officers Association (GFOA) certification. The General Manager explained that the District would be working toward that certification. Mrs. Hido Financial Officer is working on that. Discussion ensued on the RFQ and how other firms thanked the District but are too busy at this time to bid.

**Staff Comment:** Fire Chief Scott Young voiced that he would like the board to recognize and acknowledge our Financial Officers diligence and thoroughness, and explained the amount of money being saved since Mrs. Hido became the Financial Officer.

**Public Comment:** Ashley Sangster, San Miguel resident gave advice that there are other public procurement sites that could be beneficial and generate more response for the District.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Authorize

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			

Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		

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

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

Item was presented by General Manager Kelly Dodds explaining that this would be authorizing the General Manager to contract with Water Systems Consulting (WSC) in an amount not to exceed \$15,700 to prepare a grant application for the San Miguel septic to sewer conversion project. Mr. Dodds informed the Board that the cost would be reimbursed by the grant.

**Board Comment:** Director Davis stated that there are 400 housing units going in at the old Sinclair airport property, and asked if he planned on pumping the sewer across the bridge. General Manager explained that the proposed development is less than 200 units, and that development will be bringing the sewer across the bridge. Discussion ensued.

Director Kalvans asked if this would be for in-town septic also. General Manager Kelly Dodds explained that it would not be the entire Terrace, but it would be everything that's reasonable, and all the small pockets around town that don't currently have sewer but are close enough to connect to sewer.

Director Davis asked if the homeowners would have to connect from the house to the line. General Manager Kelly Dodds explained that the proposal that is being put forth would be to connect to the property, connect to their home and to abandon their septic. Discussion ensued.

Director Davis asked how much it would cost the homeowner. Mr. Dodds voiced that theoretically it would not cost the homeowner anything to connect but it will depend on what the State approves as the grant project. The District would be asking to connect and abandon their septic, so the homeowner would theoretically not pay anything.

**Public Comment:** Greg Grewal, Creston resident asked about the property sizes, and how many properties would be affected. Mr. Grewal spoke about the need to let the property owners know about the monthly sewer charge.

Murrey Powell, Templeton resident asked if this item was just for the application for the grant, and wanted to know if there was an estimated cost.

General Manager Kelly Dodds spoke on the questions; explaining that there are approximately 80 to 85 properties. The driving factor of this program and the reason the state is so interested in funding it, is to remove or reduce the Nitrates from the groundwater. The state set the project cost at a fixed \$125k per home served. Mr. Dodds explained that if the project moves forward, it will be 100% grant funded.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-43

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

Owen Davis	X			
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**9. Revision to District water and wastewater Billing policy (Dodds)**

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

Item was contingent on the new water rate changes. District General Counsel suggested that the item be tabled after taking public comment.

**Board Comment:** None

**Public Comment:** Ashley Sangster San Miguel Resident spoke encouraging the Board to consider all the protest of community members.

**Motion By:** Raynette Gregory

**Second By:** Rod Smiley

**Motion:** To Table to October 26th Board Meeting

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

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

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

Item was presented by General Manager Kelly Dodds and was tabled at the August meeting as requested by the Board. At last month’s meeting we were asked to identify what projects would benefit from CUPCCA. Mr. Dodds explained that it is still on the District to meet its purchasing policy requirements and non-public works projects still fall under the same purchasing authority that is in current use. Discussion of requirements ensued.

**Board Comment:** Director Baker asked to be walked through a formal bid and what this would change.

District General Counsel Pritchard explained that for Public Works projects that are under sixty thousand in estimated value or under the District would not have to go out to bid, but would be required to keep a registered list of contractors that have already been vetted. The District would have to send out an informal notice to those contractors or use our own workforce; and can negotiate with those contractors. The Contract would still have to come to the Board of Directors for approval, it does not increase the General Managers procurement authority. If the District chooses to use their own workforce, expenditures still have to be approved by the Board of Directors and it was explained that this would not allow any kind of non-budgeted items to slip through. The Board of Directors always has to approve any of the expenditures for any kind of Public Works project, this would just allow more flexibility in the project amounts to not have to go through a mandatory formal bidding process. Counsel explained that between sixty-thousand and one (\$60,000.01) to one hundred and ninety-nine thousand (\$199,999.99) it would be an informal bidding process. Explanation of what was required for the contractor list ensued.

**Public Comment:** Ashley Sangster, San Miguel resident expressed his opinion to the Board of Directors that the District will pay more for the Public Works projects. Mr. Sangster discussed the California Public Contractor Code (CPCC) and the other methods of getting contractors to bid.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

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

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

**Motion By:** Raynette Gregory

**Second By:** Rod Smiley

**Motion:** To Approve 5 min recess

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

**Adjourn to the San Miguel Community Services District Groundwater Sustainability**

**Agency (GSA):**

At 10:23pm

**11. GSA Board Action Items:**

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

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

Item presented by General Manager Kelly Dodds and explained that this item was brought back from the August Board Meeting. Mr. Dodds explained that at this time he is the Member for the Paso Basin Cooperative Committee (PBCC) and the alternate is another District employee. The question to the Board is if they want to change both representatives.

**Board Comment:** Director Gregory explained her thoughts on keeping Mr. Dodds as the Member and picking a Director as an alternate. Discussion on Mr. Dodds attendance to the PBCC and PBCC history ensued.

Director Baker voiced that he thinks it would be best to have a Director representing the community, and feels that it would not take too long to get up to speed on the issues.

Director Kalvans explained that if a Director serves on that committee they will need to stay informed and understand the technical details of the GSA. Director Kalvans said that it will be more than just showing up to the PBCC meetings, and feels that it would be a good balance to have a Director and a Staff member.

Director Davis voiced that he would like to see a CSD Board Member be the member and alternate at the PBCC. Director Davis explained that the other represented areas have Board Members not staff representing them.

Director Smiley voiced that the person with the depth of knowledge should be sitting on the PBCC, and that would be the District General Manager, with a Board member alternate.

Discussion ensued.

**Public Comment:** Greg Grewal, Creston resident spoke about being involved with the PBCC, and even before there was a PBCC. Mr. Grewal explained that other entities have Board of Directors as members, and Staff should be technical advisors only.

Murray Powell, Templeton resident expressed that he feels that the member should be an elected individual representing the San Miguel Community Services District Groundwater Sustainability Agency (SMGSA). Mr. Powell explained who was representing each different entity in the Paso Basin, and that there are a lot of people to help. Mr. Powell gave the Clerk the "Guidance for Sustainable Groundwater Management Act Implementation" from the Department of Water Resources (DWR) to distribute to the Board of Directors.

**Board Comment:** Director Gregory expressed that it would be a good alternative but would want Mr. Dodds to be present at the PBCC meeting for his technical knowledge. General Manager Kelly Dodds explained that it was a Board of Director's decision, and he could continue be present at the meetings.

Director Baker motioned to appoint a Director to the PBCC, but it was explained that somebody needed to be willing to take the appointment.

District General Counsel explained the best process to move this forward to a vote. Director Kalvans asked General Manager Kelly Dodds how he would describe his participation or role at the PBCC meetings. General Manager Kelly Dodds explained that it depended on the need at the time, and that he has felt like the odd man out because San Miguel interests are not the same as the County or other participants.

District General Counsel explained that since the motion passed to "appoint a Director to the PBCC", then the Board would need to appoint an interested Director or the District would have no member.

Director Baker voiced that he would be interested in being appointed to the PBCC as a member.

**Motion By:** Berkley Baker

**Second By:** Owen Davis

**Motion:** To Approve appoint a Director as a Member to the PBCC

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



**Motion By:** Berkley Baker

**Second By:** Owen Davis

**Motion:** To Approve to appoint Director Baker as the Member representative to the PBCC

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

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Nominated and appoint General Manager Kelly Dodds as alternate member to the PBCC

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

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

At 10:42 PM

**12. Board Comment:**

Director Gregory explained that the Advisory Council is looking at revising the San Miguel Community plan and have a meeting scheduled for Wednesday October 18th at 7:00 at the Rios-Caledonia Adobe 700 Mission Street. All community members are welcome to attend.

Director Kalvans spoke about receiving the notice about the Community Plan meeting.

Director Kalvans voiced that he was concerned about the amount of items that will be on the next agenda, and asked about having a special meeting.

Director Davis voiced that he would like to have an item put on the agenda to have an Ad-Hoc or Advisory council to oversee and check on projects. Director Davis stated that it was no disrespect to Mr. Dodds but would like someone independent to check on project cost, either a Board Member or someone in the community.

General Manager Kelly Dodds reminded Director Davis that the first page of each monthly Financial Staff Report; Financial Officer Hido includes the current status, current cost/total cost, percentage of budget used, and corresponding resolutions for all SMCS D projects in process. Mr. Dodds asked Director Davis for more clarification and explained that any Director can sit down with him and talk about the progress of projects.

Director Davis explained that it did not have to be a Director but an outside person within the District.

General Manager Kelly Dodds said that he would need more clarification and board consensus.

Director Smiley stated that Director Davis is basically asking to have the General Manager micromanaged and explained that the District hired a General Manager to do that job.

Director Gregory explained that the Board Meetings, and the reports are for that over-sight.

Director Gregory voiced that Director Davis should look over the information with the General Manager if there are questions.

District General Counsel explained that if any public wanted that information, they can request it unless the law prohibits the disclosure.

Discussion ensued.

**13. Adjournment to Next Regular Meeting - October 26th, 2023: At 10:51 PM**

DRAFT

**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 9.2**

**SUBJECT:** 10-26-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes

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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:** Kelly Dodds

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

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

**REGULAR MEETING MINUTES**

**6:00 P.M. Opened Session**

**SMCSD Boardroom 10-26-2023**

**1. Call to Order:**

At: 6:01 P.M.

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

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

Director Smiley asked to move Action Items 1/2/3 to position 5/6/7, for Director Baker to be present. (*Director Baker arrived at 6:15 P.M.*)

**Motion By:** Rod Smiley

**Second By:** Raynette Gregory

**Motion:** To Approve To move Action Items 1/2/3 to 5/6/7

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

**4. Pledge of Allegiance:**

Lead by Director Smiley

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

None

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

None

**7. Non- District Reports:**

**1. San Luis Obispo County Organizations**

Verbal/Report

*San Luis Obispo County Sheriff Office, Commander Manuele arrived late; Motion to present after Action Item #4.*

San Luis Obispo County Sheriff Office, Commander Manuele updated the Board on the calls for service for September 2023 in San Miguel. San Miguel has had an increase in calls.

**Public Comment:** None

**Board Comment:** Board as a whole thanked the Commander.

Director Kalvans spoke about the recent incidents and voiced that he would like to have more opportunities to support the Sheriff Department, with a bigger presence in San Miguel. Commander Manuele voiced that he agreed that there has been a lot of serious calls for San Miguel, and that the Department will increase patrols.

Director Davis commented to the Commander that the Country has wide-open borders, asked if that had anything to do with these incidents. Commander Manuele voiced that the Sheriff Department is an enforcement agency, and is not in the position to give opinions.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Hearing San Luis Obispo County after original report item Action item 10.7 (moved to 10.4)

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

**2. Community Service Organizations**

Verbal

Director Smiley, for the Cypress Mountain Mason Lodge updated the Board that the Rios-Caledonia Adobe community “Organization Signage” is moving forward. Discussion ensued on all the community organizations that will be volunteering to help with clean-up and how the County Parks are too underfunded to provide any help.

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

Verbal

None

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

**1. General Manager**

Receive verbal report

The General Manager Kelly Dodds updated the Board of Directors that he attended the October LAFCo Board Meeting, where the SMCSO Municipal Service Review and Sphere Of Influence (MSR/SOI) was approved. The District is still working with the Senior Center for an updated contract. General Manager Kelly Dodds wanted to remind the Board and public that he is available by phone, text, email, and in person for questions about the

District.

The Paso Robles Cooperative Committee (PBCC) meeting was held on October 25th. Director Baker became the Member and there was an extensive agenda, if anyone has questions or would like more information he is available by phone, text, email, and in person for any questions.

**2. District Counsel**

Receive verbal report

District General Counsel Pritchard has nothing to report.

**3. District Utilities**

Receive and File

Item presented by the General Manager Kelly Dodds updating the Board of Directors that the San Lawrence Terrace (SLT) Well is still offline and explained that due to the extensive wear and damage on the pipe column. The pump, pipe column and motor will all need to be replaced. The Pond number two's aerator was repaired and put back into service. Mr. Dodds also explained that there was a leak on L Street, that has been stopped but a more permanent repair will need to be done.

**Board Comment:** Director Gregory asked for clarification on what District Well he was talking about. Discussion ensued about the SLT Well and how it will be cleaned.

Director Davis asked about using PVC and not steel, and would like the cost brought back to the Board for approval. Discussion on purchasing authority and history of the SLT Well ensued.

Director Kalvans voiced that if Director Davis is looking at the well logs, he will also need to be looking at the earlier well.

**Public Comment:** None

*Consensus to bring back cost of repairs to the SLT Well. Davis/Kalvans*

**4. Fire Chief**

Receive and File

Fire Chief was out of town and submitted report as written. General Manager Kelly Dodds voiced that if the Board of Directors had any question on the Fire Chief report, he could relay them to the Fire Chief.

**Board Comment:** Director Davis asked about the Fire Chief being absent and ask who was staffing the Fire Department in his absence. Director Davis also asked about the Temporary Housing Unit and after three years how much has been spent on storage for that building.

**Public Comment:** None

**9. Consent Calendar:**

**Board Comment:** None

**Public Comment:** None

**1. Authorize General Manager as the Authorized Representative for Clean Water State Revolving Fund grant for the San Miguel Septic to Sewer Project - RESOLUTION 2023-49**

Approve Resolution 2023-49 authorizing the General Manager to act as the Authorized Representative for the Clean Water State Revolving Fund Grants for the San Miguel Septic to Sewer Project.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-49

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

**10. Board Action Items:**

**1. CONTINUATION OF DISCUSSION AND POTENTIAL ACTION REGARDING THE ADOPTION OF WATER RATES FROM SEPTEMBER 28TH 2023 BOARD MEETING**

**Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is continuing the discussion regarding the protest ballots submitted and will consider taking action to update the rate structure and increase its rates for water services.**

Receive report from General Manager regarding protest verification and continue Board discussion and potential approval of water rate structure change and increase.

*Previous Action item #1 moved to Action item #5*

Item presented by General Manager Kelly Dodds updated the Board about the last meeting. The District received a total of 538 protests before the end of the Public Hearing. Mr. Dodds explained that the protests were separated into five different categories; Accepted, Unable to verify, Incomplete, Duplicate, or Out of District. Out of the 538 protests 334 were accepted as valid. General Manager Kelly Dodds explained the Board's options, then can move forward with a discussion on accepting the proposed rate, a different rate, or ending this rate study.

**Public Comment:** Greg Grewal Creston resident, spoke about last year's San Luis Obispo County vote for supervisor, and expressed that ballots had been "found". Mr. Grewal voiced that he felt that either way a vote goes, there needs to be a time where those votes can be cured. Voter's need to feel that their votes count.

Ashley Sangster San Miguel resident spoke about the protest forms he collected, 99% of the people that he encountered where 100% against another increase. Mr. Sangster voiced that per the District's Financial Report that was given earlier, the District will be receiving a 5.5% to 6% increase in property taxes.

**Board Comment:** Director Baker voiced that the people that collected the protests, should have the opportunity to come in and look at the protests that where not accepted.

General Manager Kelly Dodds explained that no one has contacted him to look at them. If anyone would like to look at them, Director or Public, they can make an appointment to come review them. General Manager Kelly Dodds clarified that the protests are confidential, and can be reviewed but no copies can be made.

Director Baker voiced that the people that collected the protest already have copies.

General Manager Kelly Dodds wanted to speak on Mr. Sangster's comment about property taxes, and explained to the Board of Director's that the Water Department does not receive any property taxes.

Director Baker asked if this was the first time this count has been made public. Mr. Dodds

explained that it was in the Board Packet sent out on October 19th. Discussion ensued. District General Counsel voiced that the public was aware that the validation process was occurring as announced at the last meeting and that at any point someone could have called and validated that their protests were validated. Discussion ensued.

Director Gregory asked Director Baker how the public would be able to validate the protests, because the information that was used to validate is confidential. District Counsel clarified that the people who collected the protests can not look at the confidential District's customer utility records or the County Assessor's records to verify.

Director Baker voiced that they could look at the protests. Counsel voiced that the people that collected the protests stated that they already had copies. Counsel clarified that they can look at the tabulation, but the other problem is that Director Baker is referring to is a cure period, and that the District would have to have a specific policy in place. The process that the District has to go by is the minimum requirements of prop 218 that the State Legislature has provided.

Director Baker voiced that the count was done by District Staff who is in favor of the increase, his opinion is that it was not done by an independent party.

General Manager Kelly Dodds voiced that it might be best if he clarifies the process that was used. Mr. Dodds voiced that the District staff is in favor of the increase because that is what is going to be necessary to ensure the financial stability of the Water Department. Discussion ensued on how the verification process went, the Utility Billing records and Assessor's records that were used. Prop 218 has rules that the District has to go by, and they are very specific on what can be counted. The financial future of the District was discussed.

Director Baker asked that in the Unable to Verify protests, how many had a correct address but the wrong name? General Manager Kelly Dodds explained that he did not have that information and did not want to assume.

Director Baker voiced that it did look like there would not have been enough of those protests to push it up over the 50% threshold.

Director Gregory asked about the new rate proposal, and how many customers would have their water rate lowered by this new rate change.

General Manager Kelly Dodds explained, that he did have those numbers available, since Director Kalvans asked a similar question in an email. It was explained that we have had customers come into the office for clarification because they were told that the proposal was current rate plus proposed rate, which is not the case.

Director Gregory voiced that she thought that it is rather disingenuous to think that everybody in the community does not want to have this rate change. Not all of the customers will see an increase, some will see a decrease, expressing that it was what the Board had asked the staff to do. Director Gregory spoke about the District's financial instability in the past, and informed the public that she also does not want to see a rate increase. Director Gregory feels that what has been worked out is a good compromise so that the lower water users have a gentler tier to land on.

General Manager Kelly Dodds explained that if you are using approximately three units or less you would be saving water, and on the higher end you would start seeing savings. Approximately 195 customers would be saving some money.

Director Baker expressed that users of 5 units or more will be getting a 15% increase, and when you get to 19 units at the old rate you would be contributing more money. Director Baker voiced his concern with this scenario but likes the fact that you're only paying for what you use. Discussion on the average ensued.

Director Baker opinion is that the average user is families with kids, and they are the ones that will be paying the most, and that is very concerning. Director Baker gave percentage



analysis over the six-year period and explained that he has not has not heard anything about expense management. Discussion about budget and actual numbers on page 41 of the meeting packet ensued. Legal fees and incentive programs for employees to find cost savings was discussed.

Director Gregory voiced that she feels that the number one spending waste is on attorney fees for lawsuits, employee suits, Steinbeck litigation.

District General Counsel voiced that if the Board of Directors did no stop talking about the on going Steinbeck litigation, they would have to vote to wave privilege, and voiced that the Board of Director have already gone to far.

Director Gregory understood, and continued discussing non-privileged information. Director Gregory discussed that the District is a business, and understands finding areas to curb spending. Discussion ensued with Director Gregory asking about the rules of Prop 218 and the rates, and wanted specifically to know if this can be a year to year or is it just set for five-years.

District General Counsel explained that the Board does not have to adopt the five year schedule, you can go a year at a time; the rate study is good for five years. Counsel explained that because the protest did not succeed then for five years you can revisit the rates under that rate study; you can not go any higher than what was noticed to the public but you can go lower. Counsel explained that the Board is not stuck with the proposed schedule as far as the base or the tiers; you just can not go higher than what was noticed.

Director Baker voiced that he would like to pause on the rates and look at expenses.

Director Davis voiced that per his calculations, customers will be paying 20% more for 20% less water. Director Davis feels that it was intentional miscalculations, and asked who uses 748 gallons?

General Manager Kelly Dodds explained that there were 32 customers last month that used zero, and are consistently using less than 1 unit.

Director Davis feels that it is "bait and switch" on how the rate information was written up, and it was just to make people think that they would be saving money, but in his opinion they will not get as much water.

Director Davis expressed that he gave a letter to the General Manager asking for the total number of signatures that Mr. Dodds okayed, and would like to have copies or given the numbers that he had written on the protest before he turned them into the District; and wanted a reason on why they were rejected. Director Davis voiced that it is not confidential because he has the copies/names and just needs the "number" that were put on the protest.

General Manager Kelly Dodds explained to Director Davis that technically the protests are confidential and making copies was illegal. Mr. Dodds handed Director Davis the written response to his letter.

General Manager explained again that any Director or any member of the public is welcome to make an appointment with him to come down to inspect any or all the protests and inspect the tally sheet that explains why any were rejected.

General Counsel explained to Director Davis that the "numbers" that were put onto the protest by the people that collected them where not tracked, and is not part of the validation process.

Director Davis explained that all the protests that we turned in were all numbered and that they have copies.

District Counsel explained that those numbers where not used at all in the validation or tracking process, and that would be asking staff to spend a large amount of time sorting them for you.

Director Davis voiced that this is not an election, but the people that signed 538 of those ballots where the citizens of San Miguel and that they have a right to know if their

signature counted or why it was not counted.

Discussion ensued about the protest copies and their numbering, and the time it would take staff to do what Director Davis is asking.

Director Smiley asked Director Davis to wrap it up and make an appointment with the General Manager.

Director Davis continued, and Director Smiley called Point of Order

Director Smiley voiced that the District is running a business, and when inflation hits you at 20% in one year but you're still bringing in the same money, you have to come up with that money loss somewhere. Director Smiley listed off the essential operating items that cost more while at the same time you are losing 18% and will be losing 22% if this continues.

Director Baker expressed that is why he is saying expense management, and discussed his opinion that it is the easiest thing to do is raise prices, but this a monopoly and the people do not have a choice.

Director Kalvans voiced that he appreciates all the diverse ideas, and he has looked at all the numbers. Director Kalvans explained that he works with conservation customers in south county, and that he knows that the information is confidential; giving an example that when a husband is on an account and the wife calls but is not on the account he can not tell the wife anything about the account. Director Kalvans voiced that he asked the General Manager to look at cost for a certain percentage of users, and has looked at numbers with a much lower starting point and how many customers would have a lower water bill. Under the numbers that he reviewed a total of approximately 56% to 46% would see a rate decrease. Director Kalvans explained that he wanted to know what the impact on the District would be if we started at a volumetric rate starting at \$5.15 and increasing .50 cents each year, and would like to have those numbers looked at by next month. This would give the proponents of the protest time to review the ballots. Discussion ensued on Kalvans proposal.

Director Gregory asked how Director Kalvans came up with those numbers.

Director Kalvans explained that he took the existing volumetric tiers, and played with numbers to figure out what customers would actually pay. Worked up to 15 units of water, and compared other entities; explanation ensued.

General Manager Kelly Dodds voiced that he is hearing that the Board of Directors might want to continue this item.

Director Baker said he would like to have a review of the expenses for Fiscal Year 23-24 and 24-25. General Manager Kelly Dodds asked if Director Baker would like to come review them and will be in touch to make an appointment.

*Consensus of the Board is to have the General Manager work with Director Baker to review the expenses.*

*Baker/Kalvans*

*Consensus of the Board is to look at Director Kalvans proposal of \$5.15 and .50 cents each year.*

*Kalvans/Smiley*

**Motion By:** Berkley Baker

**Second By:** Owen Davis

**Motion:** To Continue to November

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			

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

**2. Adopt revisions to District water and wastewater Billing policy - RESOLUTION 2023-47 (Recommend review and approve)**

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

*Previous Action item #2 moved to Action item #6*

Item was contingent on new water rate changes. District General Counsel suggested that the item be tabled after taking public comment.

**Board Comment:** None

**Public Comment:** Greg Grewal Creston resident, spoke about Paso Robles and how they used less then did not receive enough revenue. Mr. Grewal gave his opinion about the Steinbeck litigation, and asked why the District has a General Manager.

**Motion By:** Raynette Gregory

**Second By:** Berkley Baker

**Motion:** To Table Resolution 2023-47

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

**3. Discuss parameters for a Proposition 218 Protest Procedure. (Discussion and direction to staff)**

The Board should discuss the scope of any proposed Proposition 218 Procedure it would like drafted for future consideration and exactly what the parameters of such a procedure will be. This item will likely need multiple discussions to work out all details necessary for a clear and unambiguous process.

*Previous Action item #3 moved to Action item #7*

Item was presented by the District General Counsel Pritchard, discussed that the policy needs to have perimeters and not ambiguous. This is a large project and would need a couple meetings.

**Board Comment:** Director Baker voiced that he would like to see every household was counted, giving the example of the mobile home park, and a similar policy or procedure in place. Discussion ensued.

General Manager Kelly Dodds explained that if it was the direction of the Board, we could add these and discussion ensued on how to verify.

Discussion between Directors about what kinds of households would qualify and how the landlords would handle that, ensued.

Director Kalvans voiced that there are some legal issues with tenants and landlords, with charging utilities into the rent, and wanted to know how the verification from voter registration would work.

District General Counsel explained that the District has their customer base to verify against then you have the San Luis County Assessors information and as a third verification voter registry. Counsel voiced that per Director Bakers proposal it would be per dwelling unit, giving examples of what would be considered a dwelling unit. Each dwelling unit, not each person living in those units would have the opportunity to be counted rather than the parcel as a whole.

Director Kalvans voiced then we would need to consider, is do you base it off the total number of accounts we have or the total number of voters? Counsel explained that the question to review would be do you stick with your base customer number which may be prejudicing your customers or do you raise the number to the amount of customers plus registered dwelling units. Your base could be the number of units that are serviced water in the District, and the question would be then, does the District have that number?

General Manager Kelly Dodds voiced that if he thought that the District was talking about just apartments or mobile home parks, those are really easy to know, but with the advent of Accessory Dwelling Units (ADU), those are separate residences in the eyes of the County. ADU's are not considered separate residences as far as the District is concerned, the whole property is one service. This policy will need to be very specific on what you're counting as a dwelling, and then we would need to add that many to the total.

Director Baker asked for clarification on what an ADU was. General Manager Kelly Dodds explained that it is a Accessory Dwelling Units, it's housing that you can add to your property up to 1,200 sqft. Discussion ensued on what California considered an ADU.

General Manager Kelly Dodds voiced that his recommendation, if they added "dwelling units", then you would also need to add that number to the customer base, making up a total.

Director Kalvans opinion is that the proposal could be problematic and discussed areas within the District boundaries that would have issues. Director Kalvans expressed that finding out who lives in a unit becomes intrusive, and feels that it should just be landowners and that's it.

Director Gregory voiced her opinion that there is no way to verify all of them.

District General Counsel explained that the District would need the registry and explained that Legal Counsel is looking into the legality of this. The property owners are legally liable for the water bills, and their properties get a lien on them due to the owners actually holding the legal liability. Discussion ensued on property owner liability.

Director Davis voiced that he personally collected a lot of the protest signatures himself, and there's people that say they don't pay a water bill. Director Davis explained that he would ask if they had checked their rent prices lately and asked if when their water bill goes up so does their rent. In Director Davis's opinion they are actually paying the water bill even though the landlord may live somewhere else, the tenant is paying the water through their rent, and should be counted. Director Davis voiced that the District forced the White Oak mobile home park to put in individual meters so they could recoup water cost from their tenants. Director Davis explained that he collected twenty-seven signatures at White Oak mobile home park and he considers everyone of those should be counted because they are getting a water bill from the owners of the park, doing the CSD's job of reading the meters and billing each of them.

General Manager Kelly Dodds explained that if this policy does move forward and says that the District would count that type of occupancy, then those would count. But based on our lack of a policy the District is following the Prop 218 requirements; those do not count.

If the Board of Directors chooses to have that kind of occupancy as countable and legal, then the District would have to have some sort of registry or get an agreement from the property owner to release the information of their tenants, so we could verify the tenants protests.

District Counsel explained that there are a lot of legal questions with such a proposal. Counsel explained that this is not forced, and nobody has to participate in the process, giving the example that the District has 906 water customers and a third of them participated. Discussion on process and the legality ensued.

**Public Comment:** Greg Grewal Creston resident, spoke on the size and estimated occupancy for homes.

*Discussion item only*

**4. Monthly Financial Reports for September 2023 (Recommend review and comment)**  
**\*\*Once the FY2022-23 audit is approved formal approval of monthly reports will be presented\*\*\***

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

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

*Previous Action item #4 moved to Action item #1*

Item was presented by District Financial Officer Michelle Hido, explaining that after the SMCS D Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed, then all Financial Reports that were presented for "Review Only" will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals. Financial Officer Michelle Hido voiced that the September financials are on page 67-105 of the Board packet. Mrs Hido voiced that she wanted to go over her report sections to help explain the provided information and to help with last months questions. Discussion ensued about the monthly financial reports and how to read the information. Financial Officer Hido explained the proposed increase in property taxes for Lighting, Fire, and Sewer. The 2022-23 Fiscal Year Audit should be presented to the Board at the November meeting.

**Board Comment:** Director Kalvans asked about the estimate County property tax Funds and would like to Tax Rate Areas be looked into.

Director Davis wanted to know how much has the District has spent on attorney fees for the Prop 218. District General Counsel explained that those invoices are not final.

Director Baker asked about how the county property taxes affect the District's Budget. Financial Officer Michelle Hido explained that it is a preliminary estimate for fiscal year 23-24, and will be used when making the budget.

**Public Comment:** None

*Item is Review only*

**5. Sanitary Sewer Lining and Manhole Rehabilitation project budget adjustment - RESOLUTION 2023-44 (Recommend review and approve)**

Review and approve RESOLUTION 2023-44 authorizing a budget adjustment in the amount of \$396,500 for the Sanitary Sewer Lining and Manhole Rehabilitation project.

*Previous Action item #5 moved to Action item #2*

Item was presented by General Manager Kelly Dodds explaining that the District was

awarded a grant of \$396,500 for The Sewer Lining and Manhole Rehabilitation Project by the Clean Water State Revolving Fund (CWSRF), which the District received a signed agreement in July 2023. The presented resolution is to increase the revenue and expense budgets to accommodate this project. The proposed budget adjustments are: Increase of \$396,500 to fund 40 (wastewater) account 46003 (CWSRF grants) Increase of \$396,500 to fund 40 object 963 (collection system projects) These adjustments are to encompass the revenue and expenses for the duration of the grant.

**Public Comment:** None

**Board:** Director Davis asked how much of this project will be paid by the grant, or if there was a matching portion that the CSD would be paying. General Manager Kelly Dodds voiced that this is not a matching grant, and the District has been awarded \$396.500.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-44

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

**6. Contract award to APS Environmental for sewer main cleaning and inspections services in an amount of \$105,032.70 - Part of Sanitary Sewer Lining and Manhole Inspection Project- RESOLUTION 2023-48 (Recommend review and approve)**

Review and approve RESOLUTION 2023-48 awarding a contract to APS Environmental for Sewer main and manhole cleaning and inspection services in an amount of \$105,032.70.

*Previous Action item #6 moved to Action item #3*

Item was presented by General Manager Kelly Dodds explaining that the Board has authorized the cleaning and inspection portion to be bid. The pre-bid conference was held September 5, 2023, at which two companies participated. However, as of the bid closing date on September 22, 2023, only one bid was received. The sole bid received was provided by APS Environmental (APS) at a cost of \$105,032.70. General Manager Kelly Dodds informed the Board that after reviewing the bid submittal, the bid submittal substantially conforms to the bid requirements and it is recommended that the Board waive any irregularities which may be present, and approve a notice of award for APS in an amount not to exceed \$105,032.70. Approving Resolution 2023-43 will also authorize the General Manager to execute a contract with APS. The bid packet contained the general contract documents which are approved for use by USDA and The State Waterboard. Once the contract is approved between the District and Contractor then a notice to proceed will be issued and work will begin. The inspection portion of the project is expected to take approximately 60 days to complete. This project is funded entirely by a CWSRF grant, cost related to this grant will be reimbursed by the grant on a quarterly basis. The cleaning and inspection phase of this project is exempt from CEQA, section 15309.

**Public Comment:** None

**Board Comment:** None

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-48

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

**7. Authorize a professional services contract with Water Systems Consulting (WSC) to provide design services (engineering, design and project management) for the Sanitary Sewer lining and manhole rehabilitation project in an amount not to exceed \$240,860. - RESOLUTION 2023-50 (Recommend review and approve)**

Approve RESOLUTION 2023-50 Authorize the General Manager execute a professional services contract with WSC to provide design service (engineering, design, and project management) for the Sanitary Sewer lining and manhole rehabilitation project.

*Previous Action item #7 moved to Action item #4*

**Public Comment:** None

Item was presented by General Manager Kelly Dodds explaining that the District was awarded a grant of \$396,500 for The Sewer Lining and Manhole Rehabilitation Project by the Clean Water State Revolving Fund (CWSRF) which the District received a signed agreement in July 2023. From the grant award to today Water System Consulting (WSC), as the District Engineer, has been providing grant assistance, prepared the specifications and bid documents for the inspection and cleaning portion of the project and has also been providing project administration assistance under the District Engineering contract. It is recommended that they continue to provide design, engineering, and project administration services through the completion of this grant. WSC has proposed to complete the condition assessment, preliminary engineering report, plans and specifications, coordinate with the environmental consultant, prepare the construction application for this project and provide project administration. General Manager Kelly Dodds voiced that both of these items have been billed under the District Engineering contract but, if approved, will be redistributed to this contract and reduce the overall amount to be billed. In total, including the amount already billed, WSC proposed to complete all the required and proposed work on a time basis for a not to exceed of \$240,860. CEQA documentation will be prepared in conjunction with the environmental portion of this project. Mr. Dodds explained that a separate proposal will be presented to the Board at a later date for a separate environmental services contractor.

**Public Comment:** None

**Board Comment:** Director Davis voiced that he has been around town and that there are no manholes that need any repair, and asked why should the District pay someone to find a problem.

General Manager Kelly Dodds explained that the process of determining the problems, and this assessment will have most manholes inspected and provide recommendations.

Discussion ensued about the project being funded by a grant.

Director Davis asked if any of this project could be done in house, staff could lift the manholes to figure out what needs to be done for each. Director Davis said that he thought

it was a lot of money for an inspection.

Director Gregory voiced that she wanted to remind the Board that the District needed to be proactive not reactive.

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-50

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

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

At: 8:19 P.M.

**11. GSA Board action items:**

**1. Paso Basin Cooperative Committee MOA amendment #2 (Recommend review and approve)**

Approve MOA Amendment #2 and authorize approval at the next PBCC Board meeting. General Manager Kelly Dodds explained to the Board of Directors that over the past year the County of San Luis Obispo has been acting as the contracting agent for the Paso Basin Cooperative Committee (PBCC). Prior to the County, the City of Paso Robles was the contracting agent. Initially the proposal was to change from the City to the County, however the other agencies now want to make it broader to allow any of the PBCC agencies to be able to contract on behalf of the PBCC with the unanimous approval of the PBCC agencies. This amendment only affects section 6.7 of the MOA (Memorandum Of Agreement). The remainder of the MOA will remain the same. General Manager Kelly Dodds voiced that the PBCC meet last night (10-25-2023), and wanted all the Groundwater Sustainability Agencies (GSA) to review and approve the amendment to the MOA.

**Board Comment:** Director Baker voiced that the PBCC group has received 7.6 million dollars in grants, and he is unaware of any internal controls on how they would put out the funds together. Two of the agencies are just a bunch of people, San Miguel is an agency, Paso Robles is a city, and San Luis Obispo is a County. Director Baker voiced that he is not in favor of this at all.

General Manager Kelly Dodds explained to the Board of Directors that the 7.6 million and the grant contract is being managed through the County and the County's purchasing policies. General Manager explained that this original item is correcting what has been already happening, which is the County operating as the contracting agent.

Director Baker asked who is going to get the money from the people to make these payments, and asked where all the money was coming from.

General Manager Kelly Dodds discussed the different agencies, and again explained that this item is correct a change that was made years ago to allow the county to operate as the contracting agent, and in the future if the PBCC have additional request by other agencies



to operate as the contracting agent, and would have to be approved by 100% of the PBCC Board. One of the things that was presented at last night's PBCC meeting was the development of a budget.

Director Kalvans asked if this new policy requires a unanimous vote to become a contracting agent. General Manager Kelly Dodds explained that it would have to be unanimous by all five PBCC agencies. Discussion ensued.

Director Baker voiced that there is a need for the PBCC to have procedures in place. In his opinion, Supervisor Gibson wanted to build an empire out of this and start charging people fees, including San Miguel and expressed his concerns.

Director Baker voiced that he would prefer that the County or the City of Paso Robles handle this as opposed to other agencies.

Director Kalvans voiced that he was not in favor of any of the agencies handling it, considering the way they have handled contracts in the past.

Discussion ensued about how time-consuming it is to be the contracting agent, and how grants funds are audited.

General Manager Kelly Dodds explained that the proposal for this amendment originally just said the Paso Robles City or the San Luis Obispo County and then the other agencies got involved and wanted it to be all parties. The General Manager advised that the San Miguel GSA goes back to the PBCC and says that we are only comfortable with the Paso Robles City or the San Luis Obispo County being the contact agent. Discussion ensued about requirements.

**Public Comment:** Greg Grewal, Creston resident, spoke about the EPC and the amendment. Mr. Grewal discussed how the grant was awarded and explained that if the funds are not spent then the funds will have to be returned and they need to be used by 2025. Mr. Grewal's opinion is that he is only comfortable with the Paso Robles City or the San Luis Obispo County being the contact agent.

Discussion ensued regarding what the Board would like to see in the amendment.

*Consensus of the Board is to propose to the PBCC that the amendment is to have only Paso Robles City or San Luis Obispo County be the contact agent.*

**Motion By:** Berkley Baker

**Second By:** Owen Davis

**Motion:** To Deny amendment #2, and change to have only Paso Robles City or San Luis Obispo County

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

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

At: 8:45 P.M.

**12. Board Comment:**

Director Gregory said that the San Miguel Lighted Christmas parade will be December 16th.

Director Davis asked to add an item on the next agenda to discuss appointing a public oversight committee to oversee District operations, District spending, Meeting Agendas to ensure that the

items on the agenda are a benefit to the Community, and provide interaction with the community. *No Board Members seconded the request.*

Director Kalvans explained that the Board CSDA training will be in San Luis Obispo in the Spring, and would be a great way to lower our expenses. Kalvans would like to discuss the opportunities to work with the Sheriff Department. Director Kalvans would also like to thank the Directors and explained that they all need to work together and find ways to work together for the community.

Director Smiley voiced that the County has neglected the Rios-Caledonia Adobe for years, and explained that there was a "El Camino Bell" dedicated to Jean Hoffmann last weekend, and was shocked by the small attendance. Director Smiley explained that he will be having a workday clean-up and will make sure he lets everyone know when.

**13. Adjournment to Next Regular Meeting - Next meeting November 16th 2023 :**

At: 8:54 P.M.

## **Board of Directors Staff Report**

**November 16, 2023**

**AGENDA ITEM: 9.3**

**SUBJECT:** Approve RESOLUTION 2023-52 approving a joinder agreement and restated Integrated Waste Management Authority (IWMA) JPA and MOA with Special Districts, and authorize the Board President to sign the Amendment to the MOA

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### **SUGGESTED ACTION:**

Approve RESOLUTION 2023-52 and authorize the Board President to sign the joinder agreement and restated MOA with IWMA.

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### **DISCUSSION:**

Initially the County of San Luis Obispo was a party to the IWMA with multiple seats on the IWMA Board. In October 2021 the County Board of Supervisors voted to withdraw from the IWMA for which SMCSO Board approved amendments to the JPA/ MOA removing the County from the agreements.

Later in June of 2022 the SMCSO Board approved additional changes to the JPA/ MOA clarifying and limiting the enforcement power of the IWMA in relation to specific laws that were approved by the State.

Due to the classification of the Community within the San Miguel CSD service area, these previous changes to the JPA/ MOA did not have any appreciable impact on those receiving solid waste service within the District.

At their October 31st 2023 meeting the County Board of Supervisors approved an agreement with the IWMA to rejoin the IWMA at a reduced capacity. The agreement, which is being presented for approval here, will only allow the County to hold one (1) seat on the Board of the IWMA. This gives the County the same weight as each of the cities. The 11 special districts still only have one (1) seat on the Board.

The amendment will also change the election of board officers to the beginning of the year, which will not negatively effect any of the participating agencies.

Below is a synopsis of the impact that the return of the County of SLO will have on the IWMA, as described by Peter Cron, IWMA Executive Director:

The IWMA would assume responsibility for the following tasks in the unincorporated County areas.

- Capacity Planning. (Edible Food and Organics Processing)
- Electronic Annual Reporting for County Areas
- Management of the NDFE (Non-disposal facility element)

- Management of the Siting Element
- SB 1383 Outreach and Education for unincorporated areas
- AB 939 programs for the unincorporated county areas

The IWMA would receive additional revenue from the following sources.

- Solid waste management fee from Unincorporated areas at 4.4%
- Increased revenue from the Land Fill Tipping Fee Surcharge from Unincorporated areas
- Increase in Block Grant funding from CalRecycle.

The County's return to the IWMA will be a benefit to the rate payer as well as the jurisdictions that the agency serves.

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**FISCAL IMPACT:**

There are no additional costs to signing this joinder agreement and restated MOA aside from staff and legal cost to review and sign the agreements.

Overall the return of the County to the IWMA could have a positive impact by creating additional revenue to the IWMA and enabling the IWMA to reduce the overall percentage added onto tipping and collection fees countywide.

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PREPARED BY: Kelly Dodds

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**RESOLUTION NO. 2023-52**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT ADOPTING 2023 COUNTY JOINDER  
AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT POWERS  
AGREEMENT OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

**Recitals**

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

**WHEREAS**, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

**WHEREAS**, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board, which MOA was replaced on execution of the Second Amended and Restated JPA Agreement; and

**WHEREAS**, the Board of Directors of the IMMA directed IWMA staff that on the County of San Luis Obispo’s approval to rejoin the IWMA, to circulate the 2023 County Joinder Amendment to the Second Amended and Restated JPA (“Joinder Amendment”) to the Participating Agencies for approval (a true and correct copy of the 2023 County Joinder Amendment to JPA is attached hereto as Exhibit A), including among the Authorized Districts with representation on the Board through their designated representative; and

**WHEREAS**, the JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and this resolution is intended to express the approval of Members and acknowledged agreement of all other Participating Agencies; and

**WHEREAS**, the County wishes to join the Cities and the Authorized Districts (together “Participating Agencies”) in confirming and conferring upon the IWMA as separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and as provided in the JPA Agreement; and

**WHEREAS**, the Board of Directors of the San Miguel Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Directors of the San Miguel Community Services District, that the San Miguel Community Services District acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

**ADOPTED** by the Board of Directors of the San Miguel Community Services District on November 16<sup>th</sup> 2023, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Rod Smiley, Board President  
Board of Directors of the San Miguel  
Community Services District

**ATTEST:**

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Tamara Parent, Board Clerk  
of the San Miguel Community Services District

**APPROVED AS TO FORM:**

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Douglas L. White, General Counsel

EXHIBIT "A"

**2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED AND  
RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE  
MANAGEMENT AUTHORITY**

**JOINT POWERS AGREEMENT**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**SECTION 1. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.14 “IWMA” means the Authority as defined herein.

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

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

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

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

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

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

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

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

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

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

## **SECTION 2. Purpose.**

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

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

### **SECTION 3. Creation of Authority.**

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

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



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

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

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

**SECTION 4. Inclusion of the Authorized Districts.**

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

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

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

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

**SECTION 5. Term.**

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

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

**SECTION 6. Powers.**

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

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

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

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

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

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

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

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

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

#### **SECTION 7. Expressed Limitation of Powers.**

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

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

**SECTION 8. Boundaries.**

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

## **SECTION 9. Organization.**

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

### 9.2 Participating Agencies.

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



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

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

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

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

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

9.4 Officers.

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

- a) Shall preside over all meetings of the Board.
- b) Shall appoint all ad hoc committees subject to ratification by the Board.
- c) Shall be an ex-officio member of all committees.
- d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.

2) Vice President

- a) Shall serve as President pro-tem in the absence of the President.
- b) Shall give whatever aid necessary to the President.
- c) Shall be an ex-officio member of all committees.
- d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be .

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

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

9.6 Committees.

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

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

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

## **SECTION 10. Meetings of the Board.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**SECTION 11. Joint Operating Fund and Contributions.**

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

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

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

**SECTION 12. Records and Accounts.**

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

### **SECTION 13. Rates and Fees.**

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

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

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

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

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

**SECTION 14. Failure to Meet Waste Stream Requirements.**

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

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

**SECTION 15. Withdrawal and Dissolution.**

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

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

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

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

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

**SECTION 16. Amendments Including Termination.**

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

**SECTION 17. Filing with the Secretary of State.**

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

**SECTION 18. Notices.**

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

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

**SECTION 19. Successors and Assigns.**

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

**SECTION 20. Severability.**

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



**SECTION 21. Section Headings.**

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

**SECTION 22. Effective Date.**


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

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

**PARTICIPATING AGENCIES**

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

CITY OF ARROYO GRANDE

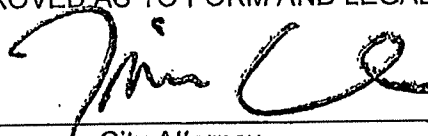
By:   
Mayor

Date: 5/24/22

  
Clerk

Resolution No. 5191

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney

Date: 5/31/22

CITY OF ATASCADERO

By:           H. J. Marcus            
          Mayor

Date:           June 29, 2022          

          [Signature]            
          Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By:           B. A. [Signature]            
          City Attorney

Date:           June 29, 2022

AVILA BEACH COMMUNITY SERVICES DISTRICT

By: Pete Doherty  
Chairperson

Date: 8/9/2022

Brad Higgins  
Clerk

Resolution No. Via Motion

APPROVED AS TO FORM AND LEGAL EFFECT: N/A

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

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

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: *[Signature]*  
Chairperson

Date: JUNE 7, 2022

*[Signature]*  
Clerk

Resolution No. 2022-04

APPROVED AS TO FORM AND LEGAL EFFECT:

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

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

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amended and Restated JPA.

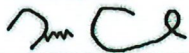
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution 48-2022 was adopted at a Regular Meeting of the Cambria Community Services District on July 14, 2022.

DocuSigned by:  
  
 FBE14D0B02DD420...  
 Donn Howell,  
 President, Board of Directors

ATTEST:  
 DocuSigned by:  
  
 123959AB94944F1...  
 Leah Reedall, Board Secretary

APPROVED AS TO FORM:  
 DocuSigned by:  
  
 B64D40A50AA141E...  
 Timothy J. Carmel, District Counsel

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: [Signature] Date: 8-3-22  
Chairperson

[Signature] Resolution No. 22-10  
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature] Date: 8-10-22  
Attorney



CITY OF GROVER BEACH

By: [Signature]  
Mayor

Date: 6/28/2022

Wendi Sims  
Clerk

Resolution No. 22-29

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]  
City Attorney

Date: 6-28-22

LOS OSOS COMMUNITY SERVICES DISTRICT

By:   
President

Date: 6-21-22

  
Clerk

Resolution No. 2022-19

APPROVED AS TO FORM AND LEGAL EFFECT:


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

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

CITY OF MORRO BAY


By:   
Mayor  
JOHN HEADIN G

Date: 6/30/2022

  
Clerk  
Dane Swanson

Resolution No. 62-22

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
City Attorney  
Chris Neumayer

Date: 7-1-22

OCEANO COMMUNITY SERVICES DISTRICT

By: Karen M. White Date: 7/14/2022  
President

Cy Cui  
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature] Date: 7/14/2022  
Attorney

CITY OF EL PASO DE ROBLES

By: Steven W. Martin  
Steven W. Martin (Jun 7, 2022 14:15 PDT)  
\_\_\_\_\_  
Mayor

Date: Jun 7, 2022

Melissa Boyer  
\_\_\_\_\_  
Clerk

Resolution No. 22-049

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Elizabeth Wagner Hull  
Elizabeth Wagner Hull (May 29, 2022 13:00 PDT)  
\_\_\_\_\_  
City Attorney

Date: May 29, 2022

**CITY OF PISMO BEACH**

DocuSigned by:  
*Ed Waage*  
ED5824E053144A9...  
By: \_\_\_\_\_  
Mayor

Date: 7/1/2022

DocuSigned by:  
*[Signature]*  
1F3729F7C9824AA...  
\_\_\_\_\_  
Clerk

Resolution No. R-2022-060

**APPROVED AS TO FORM AND LEGAL EFFECT:**

DocuSigned by:  
*[Signature]*  
8CACE76DAD12485...  
By: \_\_\_\_\_  
City Attorney

Date: 7/5/2022

Resolution No. 11337 (2022 Series)

Page 2

**WHEREAS**, all Authorized Districts are encouraged to execute the Second Amended and Restated JPA prior to October 15, 2022, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

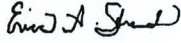
**WHEREAS**, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A.

Upon motion of Vice Mayor Christianson, seconded by Council Member Shoresman, and on the following roll call vote:

- AYES: Council Member Marx, Pease, Shoresman, Vice Mayor Christianson, and Mayor Stewart
- NOES: None
- ABSENT: None

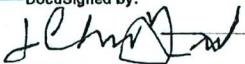
The foregoing resolution was adopted this 21<sup>st</sup> day of June 2022.

DocuSigned by:  
  
 A5990BABC9CA464...  
 \_\_\_\_\_  
 Mayor Erica A. Stewart


ATTEST:

DocuSigned by:  
  
 B98BADBF9C78436...  
 \_\_\_\_\_  
 Teresa Purrington, City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
 784AE5BC6BC44F...  
 \_\_\_\_\_  
 J. Christine Dietrick, City Attorney

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of San Luis Obispo, California, on 6/27/2022 | 7:47 AM PDT.

DocuSigned by:  
  
 B98BADBF9C78436...  
 \_\_\_\_\_  
 Teresa Purrington, City Clerk

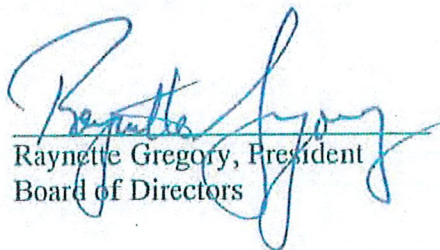
R 11337

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

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

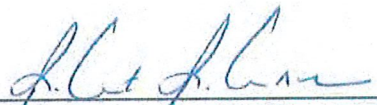
**AYES:** Kalvans, Roney, Palafox, Gregory  
**NOES:** 0  
**ABSENT:** Lara  
**ABSTAINING:** 0

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

  
Raynette Gregory, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

  
Rob Roberson, Interim General Manager

Douglas White  
Douglas White (Jun 29, 2022 22:11 GMT+2)  
Doug White, District General Counsel

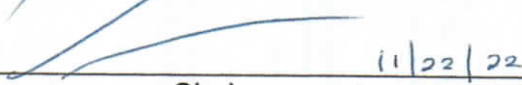
  
Tamara Parent, Board Clerk



**SAN SIMEON COMMUNITY SERVICES DISTRICT**

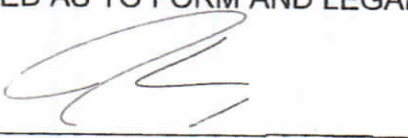
By:   
Chairperson

Date: 11-22-22

 11/22/22  
Clerk

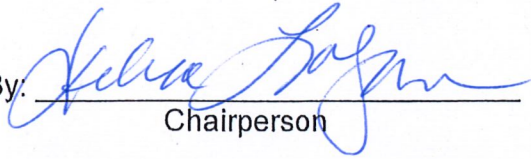
Resolution No. 22-454

**APPROVED AS TO FORM AND LEGAL EFFECT:**

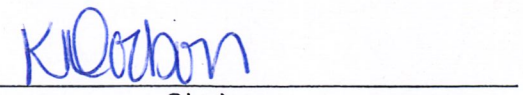
By:   
Attorney

Date: 11/14/2022

TEMPLETON COMMUNITY SERVICES DISTRICT

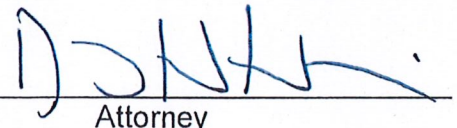
By:   
Chairperson

Date: 7/21/2022

  
Clerk

Resolution No. 18-2022

APPROVED AS TO FORM AND LEGAL EFFECT:

By:   
Attorney

Date: 7/21/2022

remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

**SECTION 21. Section Headings.**

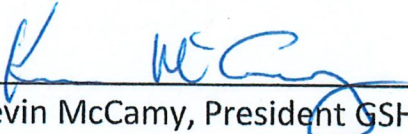
All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

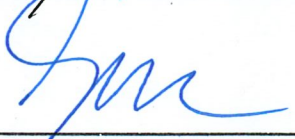
**SECTION 22. Effective Date.**

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

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

  
\_\_\_\_\_  
Peter Cron, Executive Director IWMA

  
\_\_\_\_\_  
Kevin McCamy, President GSHCSD

  
\_\_\_\_\_  
Attest: Secretary to the IWMA Board

  
\_\_\_\_\_  
Attest: GSHCSD Board Secretary

CAYUCOS SANITARY DISTRICT

By: Robert B. Enns  
Chairperson

Date: 25 May 22

Rick Koon  
Clerk

Resolution No. 2022-13

APPROVED AS TO FORM AND LEGAL EFFECT:

By: Jin C  
Attorney

Date: 5/23/2022

**NIPOMO COMMUNITY SERVICES DISTRICT**

By: Ed Ely  
Chairperson

Date: 7-19-22

Vyona J. Fini  
Clerk

Resolution No. 2021-1610

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: C. J. A.  
Attorney

Date: 7/19/2022

**2023 COUNTY JOINDER AMENDMENT  
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated \_\_\_\_\_, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, (collectively, the “Cities”) and the County of San Luis Obispo, by its joinder herein.

**A.** On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

**B.** On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

**C.** On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

**D.** On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

**A.** County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

**B.** The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977.”

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

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended to include a new paragraph 9.2(g) to read as follows:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

**CITY OF ARROYO GRANDE:**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney



**CITY OF ATASCADERO:**

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

Date \_\_\_\_\_

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

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF EL PASO DE ROBLES:**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF GROVER BEACH**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF MORRO BAY**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF PISMO BEACH**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF SAN LUIS OBISPO**

**WHEREAS**, all Authorized Districts are encouraged to execute the Joinder Amendment to Second Amended and Restated JPA prior to \_\_\_\_\_, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

**WHEREAS**, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A. Upon motion of Vice Mayor Marx, seconded by Council Member \_\_\_\_\_, and on the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**

The foregoing resolution was adopted this \_\_\_\_\_ day of \_\_\_\_\_.

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

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

**IN WITNESS WHEREOF**, I have hereunto set my and affixed the official seal of the City of San Luis Obispo, California, on \_\_\_\_\_.

By: \_\_\_\_\_  
City Clerk

**COUNTY OF SAN LUIS OBISPO**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Deputy County Counsel

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

**AVILA BEACH COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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



**CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**CAMBRIA COMMUNITY SERVICES DISTRICT:**

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District as follows

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution \_\_\_\_\_ was adopted at a Regular Meeting of the Cambria Community Services District on \_\_\_\_\_.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
District Counsel

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**LOS OSOS COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**OCEANO COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

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

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

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Rod Smiley, Board President

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Tamara Parent, Board Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Douglas L. White, General Counsel

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**CAYUCOS SANITARY DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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



**GROUND SQUIRREL HOLLOW COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**NIPOMO COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

**TEMPLETON COMMUNITY SERVICES DISTRICT**

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

Date \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

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

## LISR OF PARTICIPATING AGENCIES

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

**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 10.1**

**SUBJECT:** Monthly Financial Reports for October 2023 (Recommendation: review and comment)  
\*\* Once the FY2022-23 Audit is approved- formal approval of monthly reports will be presented\*\*

---

**SUGGESTED ACTION:**

Please *Review* the October 2023 SMCSD Financial Reports.

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

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**DISCUSSION:**

---

**FISCAL IMPACT:**

None

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PREPARED BY: Michelle Hido

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# San Miguel Community Services District OCTOBER 2023 Financial Report

November 7<sup>th</sup>, 2023

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

**OCTOBER 2023 Revenue:** \$206,813.77

Sales Revenue 72.6%, Property Taxes 9.4%, Franchise Fees 1.6%, Other 16.4%

**OCTOBER 2023 Expenses:** \$289,290.55

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## **FIRE DEPT PROJECTS:**

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

OCTOBER costs: \$0

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

Status: In Process

Fire Temporary Housing Unit

OCTOBER costs: NRB Drafting, SLO County - \$3,415.00

Resolution 2022-21, 22: Budget: \$274,378.95 Escrow amount used: \$131,313.58 (47.86% spent)

Costs not paid through Escrow to date: \$5,498.02

Status: In Process

Total THU Project costs to date: \$136,811.60

Fire Station Remodel- Budget: none

OCTOBER costs: \$0

Project costs to date: \$3,545.34

Status: In Process

Resolution 2023-36: 23-24 VFCP Grant- Budget: \$34,246.76

OCTOBER costs: RS Communication – Radio cases & straps x7 \$1,052.46

Project costs to date: \$1,052.46 (3% spent)

Status: In Process

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## **UTILITY DEPT PROJECTS:**

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

OCTOBER costs: WSC, Wallace, Quest Planning – Permit, Engineering \$125,874.54

Project costs to date: \$1,082,261.33

Status: In Process

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

OCTOBER costs: – \$0

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

Status: In Process

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

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

OCTOBER costs: WSC – Permit \$2,358.75  
 Project costs to date: \$20,433.75 (41% spent)  
 Status: In Process

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

OCTOBER costs: WSC Engineering – Engineering \$5,510.56  
 Project costs to date: \$29,970.34 (14% spent)  
 Status: In Process

WWTF Resolution 2023-43: Septic to Sewer- Budget: \$15,700.00

OCTOBER costs: 0  
 Project costs to date: \$0 (0% spent)  
 Status: Started

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

OCTOBER costs: WSC – Engineering \$2,225.00  
 Project costs to date: \$15,992.50 (4% 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: \$44,330.00 (66% spent)  
 Status: In Process

**LEGAL SERVICES**

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

Legal bills: SEPTEMBER 2023

BOARD MEETINGS:	\$ 9,182.00
CSD BOARD REQUESTS:	\$ 2,106.00
FIRE:	\$ 1,734.00
GENERAL CSD/ADMIN:	\$ 8,879.20
GENERAL HR AND HR CONTRACTS:	\$ 8,122.80
HR INVESTIGATION/ARBITRATION:	\$ -
PUBLIC RECORDS REQUESTS:	\$ 18.00
SEWER:	\$ 2,518.50
SOLID WASTE:	\$ 1,764.00
WATER:	\$ 5,456.10

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

- Advantage Technical Services \$9,163.00 – SLT Tank inspect/repair RES 2023-35
- CSDA \$8,600.00 – Annual Membership renewal
- CIO Solutions \$3,422.60 – monthly District IT Services
- Mullahey Chrysler Dodge Jeep \$2,713.94 – U8634 Repair
- N. Rex Awalt \$2,272.59 – Aerator labor, crane

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

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

CalPERS (Employer costs only)	\$11,220.81
PG&E (Facilities & Lighting)	\$14,390.36
US Bank SMCSD Credit Cards	\$890.18
WEX Bank SMCSD District Vehicle Fuel	\$757.82

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

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**RECOMMENDATION:**

Please Review the October 2023 SMCSD Financial Reports.

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

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**PREPARED BY:**

Michelle Hido, Financial Officer

**REVIEWED BY:**

Kelly Dodds, General Manager



\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9755	20502S	694 ADVANTAGE TECHNICAL SERVICES,	9,163.00						
RES 2023-35									
1	10106	10/26/23 RES 2023-35 SLT CLEAN/INSPECT	9,163.00			50 65000	353		10200
		<b>Total for Vendor:</b>	<b>9,163.00</b>						
9681	20466S	689 AMAZON CAPITOL SERVICES	182.31						
1DJM-NXC4-3NT4									
1	1DJM-NXC4	10/01/23 PALLET FORK EXTENSION	182.31			60 66000	351		10200
9682	20466S	689 AMAZON CAPITOL SERVICES	306.32						
1H4R-YNFF-YPMC									
1	1H4R-YNFF	10/01/23 AIR FILTERS	153.16			40 64000	305		10200
2	1H4R-YNFF	10/01/23 AIR FILTERS	153.16			50 65000	305		10200
9683	20466S	689 AMAZON CAPITOL SERVICES	46.11						
16JD-D66T-X7MP									
1	16JD-D66T	10/01/23 COPY PAPER	23.05			40 64000	410		10200
2	16JD-D66T	10/01/23 COPY PAPER	23.06			50 65000	410		10200
		<b>Total for Vendor:</b>	<b>534.74</b>						
9676	20467S	743 API ATLAS PERFORMANCE	2,200.00						
1	RI143281	10/06/23 OCT CSD OFFICE TRAILER RENTA	110.00			30 63000	949		10200
2	RI143281	10/06/23 OCT CSD OFFICE TRAILER RENTA	990.00			40 64000	949		10200
3	RI143281	10/06/23 OCT CSD OFFICE TRAILER RENTA	990.00			50 65000	949		10200
4	RI143281	10/06/23 OCT CSD OFFICE TRAILER RENTA	110.00			60 66000	949		10200
		<b>Total for Vendor:</b>	<b>2,200.00</b>						
9667	-99108E	714 AT&T MOBILITY	95.86						
FIRE CELL PHONES									
1	10102023	10/02/23 AUG FIRE CELL PHONE - ROBERS	50.45			20 62000	465		10200
2	10102023	10/02/23 AUG FIRE CELL PHONE - YOUNG	45.41			20 62000	465		10200
		<b>Total for Vendor:</b>	<b>95.86</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9712	20491S	548 BARTLE WELLS ASSOCIATES	787.50						
2022	Rate Study	RES 2022-37							
2	565B-1011	10/16/23 RATE STUDY 2022-37 AUG-SEPT	787.50*			50 65000	432	22005	10200
		<b>Total for Vendor:</b>	<b>787.50</b>						
9677	20468S	33 BLACK MOUNTAIN SOFTWARE	208.00						
		POSITIVE PAY							
		2023/2024							
1	29598	09/29/23 23/24 CSD POSITIVE PAY	49.92			20 62000	334		10200
2	29598	09/29/23 23/24 CSD POSITIVE PAY	5.20			30 63000	334		10200
3	29598	09/29/23 23/24 CSD POSITIVE PAY	74.88			40 64000	334		10200
4	29598	09/29/23 23/24 CSD POSITIVE PAY	73.84			50 65000	334		10200
5	29598	09/29/23 23/24 CSD POSITIVE PAY	4.16			60 66000	334		10200
		<b>Total for Vendor:</b>	<b>208.00</b>						
9644	20469S	34 BLAKE'S INC	26.48						
1	1574211	09/29/23 WASP/HORNET KILLER, KEY RINGS	13.24			40 64000	305		10200
2	1574211	09/29/23 WASP/HORNET KILLER, KEY RINGS	13.24			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>26.48</b>						
9647	20470S	573 BURT INDUSTRIAL SUPPLY	14.24						
1	131795	10/11/23 SCH40 NIPPLE	14.24			40 64000	582		10200
		<b>Total for Vendor:</b>	<b>14.24</b>						
9711	20492S	340 C&N TRACTORS	94.51						
1	68768P	10/19/23 SYNTHETIC OIL	47.25			40 64000	351		10200
2	68768P	10/19/23 SYNTHETIC OIL	47.26			50 65000	351		10200
		<b>Total for Vendor:</b>	<b>94.51</b>						
9721	20493S	466 CALIFORNIA SPECIAL DISTRICTS	8,600.00						
		Membership Renewal							
		Membership ID: 6172							
1	6172-2024	10/01/23 2024 Membership Renewal	2,064.00			20 62000	385		10200
2	6172-2024	10/01/23 2024 Membership Renewal	215.00			30 63000	385		10200
3	6172-2024	10/01/23 2024 Membership Renewal	3,096.00			40 64000	385		10200
4	6172-2024	10/01/23 2024 Membership Renewal	3,053.00			50 65000	385		10200

\* ... Over spent expenditure

Claim/ Line #	Check #	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	6172-2024	10/01/23 2024 Membership Renewal	172.00			60 66000	385		10200
		<b>Total for Vendor:</b>	<b>8,600.00</b>						
9637	20471S	87 CALIFORNIA WATER ENVIRONMENT	98.00						
	ID: 53249	Collection System Maintenance Grade							
		Certification Renewal Fees							
1	53249	10/04/23 KD COLLECTION SYST MAINT GRD 1	98.00			40 64000	715		10200
		<b>Total for Vendor:</b>	<b>98.00</b>						
9638	-99109E	67 CHARTER COMMUNICATIONS	648.98						
	Acct# 212691601	Spectrum Enterprise Internet							
		Service 10/01/23 - 10/30/23							
1	10/01/23	OCT INTERNET LIFT STATION	119.98			40 64000	375		10200
2	10/01/23	OCT WWTF FIBER	10.58			30 63000	375		10200
3	10/01/23	OCT WWTF FIBER	253.92			40 64000	375		10200
4	10/01/23	OCT WWTF FIBER	253.92			50 65000	375		10200
5	10/01/23	OCT WWTF FIBER	10.58			60 66000	375		10200
9708	-99095E	67 CHARTER COMMUNICATIONS	129.98						
	Acct# 8245 10 105 0027311	Spectrum Business Internet/Voice							
		Service 10/11/23 - 11/10/23							
1	101100623	10/07/23 OCT Internet/Voice FIRE	129.98			20 62000	375		10200
		<b>Total for Vendor:</b>	<b>778.96</b>						
9709	-99094E	712 CIO SOLUTIONS	3,422.60						
1	105648-123	10/13/23 OCT IT SUPPORT	821.43			20 62000	321		10200
2	105648-123	10/13/23 OCT IT SUPPORT	85.56			30 63000	321		10200
3	105648-123	10/13/23 OCT IT SUPPORT	1,232.14			40 64000	321		10200
4	105648-123	10/13/23 OCT IT SUPPORT	1,215.02			50 65000	321		10200
5	105648-123	10/13/23 OCT IT SUPPORT	68.45			60 66000	321		10200
		<b>Total for Vendor:</b>	<b>3,422.60</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9731	-99091E	252 COUNTY OF SLO PUBLIC WORKS THU CURB/GUTTER/SIDEWALK	1,000.00						
1	10/16/23	THU CURB/GUTTER/SIDEWALK	1,000.00*			20 62000	512		10461
9759	20505S	252 COUNTY OF SLO PUBLIC WORKS COUNTY MAP CHECK & RIGHT OF WAY REVIEW	163.63						
1	2958 09/30/23	MAP CK & RIGHT OF WAY REVIEW	163.63			50 65000	961		10200
		<b>Total for Vendor:</b>	<b>1,163.63</b>						
9680	20472S	654 CULLIGAN WATER	49.82						
1	218024 09/30/23	SEPT WATER DELIVERY	24.91			40 64000	305		10200
2	218024 09/30/23	SEPT WATER DELIVERY	24.91			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>49.82</b>						
9664	20473S	112 FGL - ENVIRONMENTAL ANALYTICAL	154.00						
1	383058A 09/27/23	WASTEWATER INFLUENT WET CHEM	154.00			40 64000	355		10200
9665	20473S	112 FGL - ENVIRONMENTAL ANALYTICAL	89.00						
1	383161A 09/27/23	WWTF LIFT STATION WET CHEM	89.00			40 64000	355		10200
9669	20473S	112 FGL - ENVIRONMENTAL ANALYTICAL	264.00						
1	382624A 10/04/23	EFFLUENT MONITORING METALS	264.00			40 64000	355		10200
9718	20494S	112 FGL - ENVIRONMENTAL ANALYTICAL	65.00						
1	383376A 10/13/23	TSS & SS MONITORING	65.00			40 64000	355		10200
9719	20494S	112 FGL - ENVIRONMENTAL ANALYTICAL	189.00						
1	383375A 10/13/23	WASTEWATER INFLUENT WET CHEM	189.00			40 64000	355		10200
9756	20507S	112 FGL - ENVIRONMENTAL ANALYTICAL	71.00						
1	383581A 10/25/23	ARSENIC MONITORING METALS	71.00			50 65000	358		10200
9757	20507S	112 FGL - ENVIRONMENTAL ANALYTICAL	368.00						
1	383453A 10/25/23	ROUTINE MONITORING	368.00			50 65000	359		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9758	20507S	112 FGL - ENVIRONMENTAL ANALYTICAL	106.00						
1	383452A	10/25/23 ARSENIC MONITORING METALS	106.00			50 65000	358		10200
		<b>Total for Vendor:</b>	<b>1,306.00</b>						
9635	-99110E	308 FRONTIER COMMUNICATIONS (412-5)	64.42						
		Acct #8054672818010412-5 Service from 09/22/23-10/21/23							
		FS/CSD ALARM							
1	09/22/23	OCT FIRE STATION ALARM	64.42			20 62000	375		10200
9737	20508S	308 FRONTIER COMMUNICATIONS (412-5)	65.26						
		Acct #8054672818010412-5 Service from 10/22/23-11/21/23							
		FS/CSD ALARM							
1	10/22/23	NOV FIRE STATION ALARM	65.26			20 62000	375		10200
		<b>Total for Vendor:</b>	<b>129.68</b>						
9689	20474S	125 GREAT WESTERN ALARM	100.00						
		A0702 UTILITIES EMERGENCY Service Period: 9/2023							
1	230902242	10/01/23 OCT Answering Service	50.00			40 64000	380		10200
2	230902242	10/01/23 OCT Answering Service	50.00			50 65000	380		10200
9690	20474S	125 GREAT WESTERN ALARM	35.00						
		GW-661 Service Period: 10/2023							
1	2309005451	10/01/23 OCT Alarm Monitoring	35.00			20 62000	380		10200
9752	20509S	125 GREAT WESTERN ALARM	100.00						
		A0702 UTILITIES EMERGENCY Service Period: 9/2023							
1	231002242	11/01/23 NOV Answering Service	50.00			40 64000	380		10200
2	231002242	11/01/23 NOV Answering Service	50.00			50 65000	380		10200
		<b>Total for Vendor:</b>	<b>235.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9748 Truck #U8634	20510S 602	MULLAHEY CHRYSLER DODGE JEEP RAM	2,713.94						
1	72084 10/30/23	U-8634 TURBO ACTUATOR RPR	1,356.97			40 64000	354		10200
2	72084 10/30/23	U-8634 TURBO ACTUATOR RPR	1,356.97			50 65000	354		10200
		<b>Total for Vendor:</b>	<b>2,713.94</b>						
9746	20511S 17	N. REX AWALT CORPORATION	11.34						
1	21184 11/01/23	1/2 PT 795 GLUE	11.34			30 63000	353		10200
9754	20511S 17	N. REX AWALT CORPORATION	2,261.25						
1	21161 10/26/23	LABOR CRANE AERATOR	2,261.25			40 64000	582		10200
		<b>Total for Vendor:</b>	<b>2,272.59</b>						
9645	20475S 182	NAPA AUTO PARTS	22.23						
1	209397 09/29/23	WAX & CLEANER	11.12			40 64000	354		10200
2	209397 09/29/23	WAX & CLEANER	11.11			50 65000	354		10200
		<b>Total for Vendor:</b>	<b>22.23</b>						
9716	-99093E 725	NRB DRAFTING SERVICES, INC	940.00						
1	10/03/23	THU STREET IMPR PLAN SLOCO	940.00*			20 62000	512	21006	10461
		23-10/03-094							
9717	-99092E 725	NRB DRAFTING SERVICES, INC	1,475.00						
1	06/08/23	THU PLAN CHECK CORR SLOCO FW	1,475.00*			20 62000	512	21006	10461
		23-05/05-043							
		<b>Total for Vendor:</b>	<b>2,415.00</b>						
9720	20495S 203	PASO ROBLES SAFE & LOCK, INC.	403.25						
1	178714 10/16/23	24 PADLOCKS	403.25			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>403.25</b>						
9704	-99099E 208	PG&E #6480-8	1,199.10						
Acct #8565976480-8									
1	10/17/23	12th & K 8565976725	10.30			30 63000	381		10200
2	10/17/23	11TH STREET - 8562053214	50.02			30 63000	381		10200
3	10/17/23	RIO MESA CIR - 8564394360	24.77			30 63000	381		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	10/17/23	MISSION/14TH - 8569413449	28.45			30 63000	381		10200
6	10/17/23	VERDE/RIO MESA - 8560673934	61.92			30 63000	381		10200
7	10/17/23	Mission Heights - 8565976482	180.16			30 63000	381		10200
8	10/17/23	MISSION S. 14TH - 8561483265	14.23			30 63000	381		10200
9	10/17/23	Tract 2605 - 8565976109	38.61			30 63000	381		10200
10	10/17/23	9898 River Rd. - 8565976002	373.71			30 63000	381		10200
11	10/17/23	9898 River Rd. - 8565976004	46.62			30 63000	381		10200
12	10/17/23	9898 River Rd. - 8565976008	218.28			30 63000	381		10200
13	10/17/23	9898 River Rd. - 8565976014	75.31			30 63000	381		10200
14	10/17/23	9898 River Rd. - 8565976481	55.20			30 63000	381		10200
15	10/17/23	9898 River Rd. - 8565976483	21.52			30 63000	381		10200
<b>Total for Vendor:</b>			<b>1,199.10</b>						
9705 -99098E 209 PG&E #6851-8			13,191.26						
Acct #3675186851-8									
1	10/18/23	Old Fire Station/1297 L St	-11.19			20 62000	381		10200
2	10/18/23	Fire Station/1150 Mission	-27.73			20 62000	381		10200
3	10/18/23	Water Works #1/Well 3	1,945.01			50 65000	381		10200
4	10/18/23	Bonita Pl & 16th/Well 4	3,477.71			50 65000	381		10200
5	10/18/23	N St/WWTF	7,588.84			40 64000	381		10200
6	10/18/23	2HP Booster Station	-27.87			50 65000	381		10200
7	10/18/23	Mission Heights Booster	-27.87			50 65000	381		10200
8	10/18/23	14th St. & K St.	53.34			50 65000	381		10200
9	10/18/23	942 Soka Way lift station	56.57			40 64000	379		10200
10	10/18/23	Missn&12th Landscape-St light	91.75			30 63000	381		10200
11	10/18/23	SLT Well	72.70			50 65000	381		10200
<b>Total for Vendor:</b>			<b>13,191.26</b>						
9675 20476S 25 QUEST PLANNING, INC			2,055.00						
1	1599 09/30/23	WWTF PERMIT ASSISTANCE	2,055.00			40 64000	587	20001	10200
<b>Total for Vendor:</b>			<b>2,055.00</b>						
9692 20477S 111 REGIONAL GOVERNMENT SERVICES			494.00						
1	15613 08/31/23	AUG MEETING	247.00			40 64000	305		10200
2	15613 08/31/23	AUG MEETING	247.00			50 65000	305		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9714	20496S	111 REGIONAL GOVERNMENT SERVICES	60.80						
1	15765 09/30/23	9/29 MEETING	30.40			40 64000	305		10200
2	15765 09/30/23	9/29 MEETING	30.40			50 65000	305		10200
9715	20496S	111 REGIONAL GOVERNMENT SERVICES	346.50						
1	15766 09/30/23	SEPT MEETING	173.25			40 64000	305		10200
2	15766 09/30/23	SEPT MEETING	173.25			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>901.30</b>						
9673	20478S	68 REPSS, INC	10,910.80						
RES 2023-46									
1	43360 10/03/23	SCBA FIT TESTER RES 2023-46	10,910.80			20 62000	502		10200
		<b>Total for Vendor:</b>	<b>10,910.80</b>						
9674	20479S	600 RS COMMUNICATIONS CONSULTANTS	1,052.46						
1	SMF10223 10/02/23	RADIO CASE & STRAP X7	1,052.46			20 62000	456		10200
		<b>Total for Vendor:</b>	<b>1,052.46</b>						
9694	20480S	481 SAN MIGUEL COMMUNITY SERVICES	141.07						
01004-00									
1	09/15/23 1150	Mission Street 1004-00	141.07			20 62000	384		10200
9695	20480S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
01004B-00									
1	09/15/23 1150	Mission Street 1004B-00	2.00			20 62000	384		10200
9696	20480S	481 SAN MIGUEL COMMUNITY SERVICES	922.18						
20547-00									
1	09/15/23 1203	Mission Irrig Mtr 20547-0	922.18			30 63000	384		10200
9697	20480S	481 SAN MIGUEL COMMUNITY SERVICES	54.09						
1	09/15/23 942	Soka Way 20840-00	54.09			40 64000	384		10200



\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9698	20480S	481 SAN MIGUEL COMMUNITY SERVICES	138.64						
Acct#27475-00									
1	09/15/23	1765 Bonita 27475-00	138.64			40 64000	384		10200
9699	20480S	481 SAN MIGUEL COMMUNITY SERVICES	103.65						
ACCT# 27476-00									
1	09/15/23	1199 Mission Irrig Mtr 27476-0	103.65			30 63000	384		10200
9722	20497S	481 SAN MIGUEL COMMUNITY SERVICES	1,288.80						
20547-00									
1	10/15/23	1203 Mission Irrig Mtr 20547-0	1,288.80			30 63000	384		10200
9723	20497S	481 SAN MIGUEL COMMUNITY SERVICES	54.09						
1	10/15/23	942 Soka Way 20840-00	54.09			40 64000	384		10200
9724	20497S	481 SAN MIGUEL COMMUNITY SERVICES	138.64						
Acct#27475-00									
1	10/15/23	1765 Bonita 27475-00	138.64			40 64000	384		10200
9725	20497S	481 SAN MIGUEL COMMUNITY SERVICES	108.42						
ACCT# 27476-00									
1	10/15/23	1199 Mission Irrig Mtr 27476-0	108.42			30 63000	384		10200
9750	20514S	481 SAN MIGUEL COMMUNITY SERVICES	147.51						
01004-00									
1	10/15/23	1150 Mission Street 1004-00	147.51			20 62000	384		10200
9751	20514S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
01004B-00									
1	10/15/23	1150 Mission Street 1004B-00	2.00			20 62000	384		10200
		<b>Total for Vendor:</b>	<b>3,101.09</b>						
9672	20481S	238 SAN MIGUEL GARBAGE	124.12						
ACCT# 318691									
1	100123	10/01/23 SEPT 2023	62.06			40 64000	383		10200
2	100123	10/01/23 SEPT 2023	62.06			50 65000	383		10200
		<b>Total for Vendor:</b>	<b>124.12</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9703	20498S	731 SAN MIGUEL SENIORS CENTER	150.00						
		RGS MEETING							
1	10-2023	10/16/23 10/16 RGS MEETING	30.75			20 62000	341		10200
2	10-2023	10/16/23 10/16 RGS MEETING	3.00*			30 63000	341		10200
3	10-2023	10/16/23 10/16 RGS MEETING	57.00*			40 64000	341		10200
4	10-2023	10/16/23 10/16 RGS MEETING	56.25*			50 65000	341		10200
5	10-2023	10/16/23 10/16 RGS MEETING	3.00*			60 66000	341		10200
		<b>Total for Vendor:</b>	<b>150.00</b>						
9639	20482S	533 SLO COUNTY TAX COLLECTOR	58.88						
		2023/24 Annual Secured Property Tax Bill							
		Assessment 021-221-010							
		SMIG MISSION ST							
1	21-221-010	10/10/23 Assessment 021-221-010 202	58.88*			20 62000	960		10200
9640	20482S	533 SLO COUNTY TAX COLLECTOR	94.80						
		2023/24 Annual Secured Property Tax Bill							
		Assessment 021-221-012							
		Fire Station							
1	21-221-012	10/03/23 Assessment 021-221-012 202	94.80*			20 62000	960		10200
9641	20482S	533 SLO COUNTY TAX COLLECTOR	13.98						
		2023/24 Annual Secured Property Tax Bill							
		Assessment 021-051-015							
		WWTF							
1	21-051-015	10/03/23 Assessment 021-051-015 202	13.98			40 64000	960		10200
9642	20482S	533 SLO COUNTY TAX COLLECTOR	9.54						
		Bill Number 2023/24 021-051-016							
		Assessment 021-051-016							
		WWTP							
1	21-051-016	10/03/23 Assessment 021-051-016 202	9.54			40 64000	960		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9643	20482S	533 SLO COUNTY TAX COLLECTOR	72.30						
		Bill Number 2023/24 021-051-017							
		Assessment 021-051-017							
WWTP									
1	21-051-017	10/03/23 Assessment 021-051-017 202	72.30			40 64000	960		10200
		<b>Total for Vendor:</b>	<b>249.50</b>						
9646	20483S	628 SLO COUNTY TRAINING OFFICERS	200.00						
		Annual Dues 2023-24							
1	2023/24/01	07/17/23 Annual Dues 2023/24	200.00			20 62000	385		10200
		<b>Total for Vendor:</b>	<b>200.00</b>						
9668	-99107E	657 SOCALGAS	54.41						
1	2830019	10/01/23 AUG LIFT STATION 942 SOKA WAY	18.71			40 64000	396		10200
2	2830009	10/01/23 AUG SLT WELL PROPEN 8687 MARTN	16.99			50 65000	396		10200
3	2830029	10/01/23 AUG WELL 3 NAT.GAS610 12TH	18.71			50 65000	396		10200
		<b>Total for Vendor:</b>	<b>54.41</b>						
9679	20484S	460 STATE WATER RESOURCES CONTROL	110.00						
		Dodds Grade level 3 Waste Water Exam							
1	28693	10/02/23 DODDS DUAL RENEWAL	110.00			40 64000	715		10200
		<b>Total for Vendor:</b>	<b>110.00</b>						
9678	20485S	281 TESCO CONTROLS INC	370.00						
		Cust Number: SAN/MI							
		Job Number: 45073R							
1	0080940-IN	09/27/23 SCADA SERVICE	185.00			40 64000	305		10200
2	0080940-IN	09/27/23 SCADA SERVICE	185.00			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>370.00</b>						
9732	-99090E	301 US BANK	514.32						
		TP STATEMENT DATE 10/22/2023							
1	TP OCT 23	09/30/23 RINGCENTRAL OCT PHONE	78.60			20 62000	310		10200
2	TP OCT 23	09/30/23 RINGCENTRAL OCT PHONE	8.19			30 63000	310		10200
3	TP OCT 23	09/30/23 RINGCENTRAL OCT PHONE	117.90			40 64000	310		10200
4	TP OCT 23	09/30/23 RINGCENTRAL OCT PHONE	116.24			50 65000	310		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	TP OCT 23 09/30/23	RINGCENTRAL OCT PHONE	6.56			60 66000	310		10200
6	TP OCT 23 09/27/23	CSDA MH WORKSHOP	31.25			20 62000	386		10200
7	TP OCT 23 09/27/23	CSDA MH WORKSHOP	6.25			30 63000	386		10200
8	TP OCT 23 09/27/23	CSDA MH WORKSHOP	41.25			40 64000	386		10200
9	TP OCT 23 09/27/23	CSDA MH WORKSHOP	41.25			50 65000	386		10200
10	TP OCT 23 09/27/23	CSDA MH WORKSHOP	5.00			60 66000	386		10200
11	TP OCT 23 10/09/23	RINGCENTRAL CALL PACKAGE	5.54			20 62000	310		10200
12	TP OCT 23 10/09/23	RINGCENTRAL CALL PACKAGE	0.57			30 63000	310		10200
13	TP OCT 23 10/09/23	RINGCENTRAL CALL PACKAGE	8.30			40 64000	310		10200
14	TP OCT 23 10/09/23	RINGCENTRAL CALL PACKAGE	8.18			50 65000	310		10200
15	TP OCT 23 10/09/23	RINGCENTRAL CALL PACKAGE	0.46			60 66000	310		10200
16	TP OCT 23 10/09/23	WALMT- CLEANERS	16.41			40 64000	305		10200
17	TP OCT 23 10/09/23	WALMT- CLEANERS	16.41			50 65000	305		10200
18	TP OCT 23 10/09/23	WALMT- QTIPS	5.96			50 65000	351		10200
9733 -99089E 301 US BANK			125.02						
KD STATEMENT DATE 10/22/2023									
1	KD OCT 23 10/13/23	LOWES- HARDWARE	37.38			40 64000	582		10200
2	KD OCT 23 10/19/23	RITE AID - COTTON SWABS	8.47			50 65000	351		10200
3	KD OCT 23 09/26/23	POWDERCOATING- ELEC BOX	79.17			40 64000	582		10200
9734 -99088E 301 US BANK			250.84						
SY STATEMENT DATE 10/22/23									
1	SY OCT 23 09/30/23	AMZ- MEMBERSHIP	16.08			20 62000	305		10200
2	SY OCT 23 10/06/23	AMZ- GLOVES	80.43			20 62000	450		10200
3	SY OCT 23 09/04/23	AMZ- GLOVES	95.85			20 62000	450		10200
4	SY OCT 23 10/11/23	AMZ- TIE DOWNS	40.29			20 62000	470		10200
6	SY OCT 23 09/13/23	APPLE ICLOUD 200 GB STORAGE	2.99			20 62000	465		10200
7	SY OCT 23 10/21/23	DLLR GEN- BTL WATER	15.20			20 62000	305		10200
			<b>Total for Vendor:</b>	<b>890.18</b>					
9636 20486S 303 USA BLUEBOOK			944.98						
1	143746 09/25/23	LEVEL TRANSMITTER	944.98			40 64000	349		10200
			<b>Total for Vendor:</b>	<b>944.98</b>					

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9760	20516S	327 VALLI INFORMATION SYSTEMS	792.40						
OCTOBER BILLING									
1	91010 10/25/23	OCT Web Posting, Postage	208.88			40 64000	374		10200
2	91010 10/25/23	OCT Web Posting, Postage	208.88			50 65000	374		10200
3	91010 10/25/23	OCT Printing	106.32			40 64000	374		10200
4	91010 10/25/23	OCT Printing	106.32			50 65000	374		10200
5	91010 10/25/23	OCT OTC/Online Monthly Mainte	0.00			40 64000	334		10200
6	91010 10/25/23	OCT OTC/Online Monthly Mainte	0.00			50 65000	334		10200
7	91010 10/25/23	Printed insert FIRE	162.00			50 65000	395		10200
10	91010 10/25/23	OCT IVR SERVICE FEE/ALERT	0.00			40 64000	374		10200
11	91010 10/25/23	OCT IVR SERVICE FEE/ALERT	0.00			50 65000	374		10200
<b>Total for Vendor:</b>			<b>792.40</b>						
9706	-99097E	511 VERIZON	50.04						
TABLETS: FIRE x2									
9/09/23 - 10/08/23									
1	9946328225 10/08/23	SEPT RR DATA PLAN	25.02			20 62000	465		10200
2	9946328225 10/08/23	SEPT SY DATA PLAN	25.02			20 62000	465		10200
9707	-99096E	511 VERIZON	330.13						
TABLETS: UTILITIES x4									
CELL PHONE: TMP, MS, TP, KD, DP									
09/09/23 - 10/08/23									
1	9941506117 08/08/23	SEPT UTILITIES CELL PHONES	12.40			30 63000	465		10200
2	9941506117 08/08/23	SEPT UTILITIES CELL PHONES	111.56			40 64000	465		10200
3	9941506117 08/08/23	SEPT UTILITIES CELL PHONES	111.56			50 65000	465		10200
4	9941506117 08/08/23	SEPT UTILITIES CELL PHONES	12.40			60 66000	465		10200
6	9941506117 08/08/23	SEPT T PARENT CELL PHONE	2.65			30 63000	465		10200
7	9941506117 08/08/23	SEPT T PARENT CELL PHONE	23.50			40 64000	465		10200
8	9941506117 08/08/23	SEPT T PARENT CELL PHONE	23.47			50 65000	465		10200
9	9941506117 08/08/23	SEPT T PARENT CELL PHONE	2.59			60 66000	465		10200
10	9941506117 08/08/23	SEPT 4GB DATA PLAN	1.50			30 63000	465		10200
11	9941506117 08/08/23	SEPT 4GB DATA PLAN	13.50			40 64000	465		10200
12	9941506117 08/08/23	SEPT 4GB DATA PLAN	13.50			50 65000	465		10200
13	9941506117 08/08/23	SEPT 4GB DATA PLAN	1.50			60 66000	465		10200
<b>Total for Vendor:</b>			<b>380.17</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9693 PROJ#	20488S 0406-0031-00	732 WALLACE GROUP	44,044.25						
1	60402 09/25/23	WWTF ENGINEERING 2022-43	44,044.25			40 64000	587	20001	10200
9710 PROJ#	20499S 0406-0031-00	732 WALLACE GROUP	65,662.06						
1	60649 10/20/23	WWTF ENGINEERING 2022-43	65,662.06			40 64000	587	20001	10200
<b>Total for Vendor:</b>			<b>109,706.31</b>						
9726 PROJECTS PRJ#	20500S 2295-11332 22010	717 WATER SYSTEMS CONSULTING, INC	5,510.56						
2022-67	1 8491 09/30/23	RCYCL WATER PIPELNE ENG2022-67	5,510.56			40 64000	955	22010	10200
9727 PROJECTS PRJ#	20500S 2295-11366 21008	717 WATER SYSTEMS CONSULTING, INC	2,225.00						
2023-44	1 8492 09/30/23	SEWER LINING & MANHOLE REHAB	2,225.00			40 64000	963	21008	10200
9728 2022-04	20500S 8506 09/30/23	717 WATER SYSTEMS CONSULTING, INC NOI/PERMIT PRJ MGMT	2,358.75			40 64000	705		10200
9729 WWTF PROJECT PRJ	20500S 20001	717 WATER SYSTEMS CONSULTING, INC	14,113.23						
1	8508 09/30/23	WWTF PROJECT DESIGN	14,113.23			40 64000	587	20001	10200
9730	20500S	717 WATER SYSTEMS CONSULTING, INC	5,872.50						
1	8507 09/30/23	DISTRICT ENGINEERING 22-23	1,088.75			40 64000	326		10200
2	8507 09/30/23	DISTRICT ENGINEERING 22-23	1,088.75			50 65000	326		10200
3		FIRE THU RES2022-21,22	0.00*			20 62000	326	21006	10200
4	8507 09/30/23	TANK REHAB RES2022-64	1,295.00			50 65000	326		10200
5		SLT TANK/BOOSTER RES2022-66	0.00			50 65000	326	21007	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
6		INDIAN VALLEY TRACT	0.00			40 64000	326		10200
7		INDIAN VALLEY TRACT	0.00			50 65000	326		10200
8	8507 09/30/23	ALLEY WATERLINE REPLACEMENT	1,970.00			50 65000	326		10200
9	8507 09/30/23	PASO BASIN COOP COMMITTEE	430.00			50 65000	324		10200
10		3W COORDINATION	0.00			40 64000	955	22010	10200
11		DWSRF GRANT COORD	0.00			50 65000	326		10200
12		FIRE FLOW ANALYSIS L ST	0.00			50 65000	326		10200
<b>Total for Vendor:</b>			<b>30,080.04</b>						
9666	20490S	317 WESTERN JANITOR SUPPLY INC	147.56						
1	207831 09/29/23	CLEANERS, PPR TWL ROLL	73.78			40 64000	305		10200
2	207831 09/29/23	CLEANERS, PPR TWL ROLL	73.78			50 65000	305		10200
<b>Total for Vendor:</b>			<b>147.56</b>						
9670	-99106E	612 WEX BANK	757.82						
FUEL BILL CLOSING DATE: 10/07/23									
1	92442756 10/07/23	Fuel 8600 OCT	175.63			20 62000	485		10200
2	92442756 10/07/23	Fuel 8601 OCT	0.00			20 62000	485		10200
3	92442756 10/07/23	Fuel 8630 OCT	0.00			20 62000	485		10200
4	92442756 10/07/23	FUEL OES	0.00*			20 62000	307		10200
5	92442756 10/07/23	Fuel U8632 OCT	169.58			40 64000	485		10200
8	92442756 10/07/23	Fuel U8632 OCT	169.58			50 65000	485		10200
9	92442756 10/07/23	Fuel U8634 OCT	0.00			40 64000	485		10200
10	92442756 10/07/23	Fuel U8634 OCT	0.00			50 65000	485		10200
11	92442756 10/07/23	Fuel U8636 OCT	128.00			50 65000	485		10200
12	92442756 10/07/23	Fuel U8636 OCT	128.00			40 64000	485		10200
13	92442756 10/07/23	REBATE ADJUSTMENT	-2.96			20 62000	485		10200
14	92442756 10/07/23	REBATE ADJUSTMENT	-5.00			40 64000	485		10200
15	92442756 10/07/23	REBATE ADJUSTMENT	-5.01			50 65000	485		10200
<b>Total for Vendor:</b>			<b>757.82</b>						
9713	20501S	473 WHITE BRENNER LLP	6,855.90						
FOR LEGAL SERVICES SEPT 2023									
1		SEPT SOLID WASTE LEGAL	0.00*			60 66000	327		10200
2		SOLID WASTE LEGAL SB1383	0.00*			60 66000	327		10200
3	48706 OCT 10/16/23	SEPT WATER LEGAL	328.90			50 65000	327		10200

\* ... Over spent expenditure

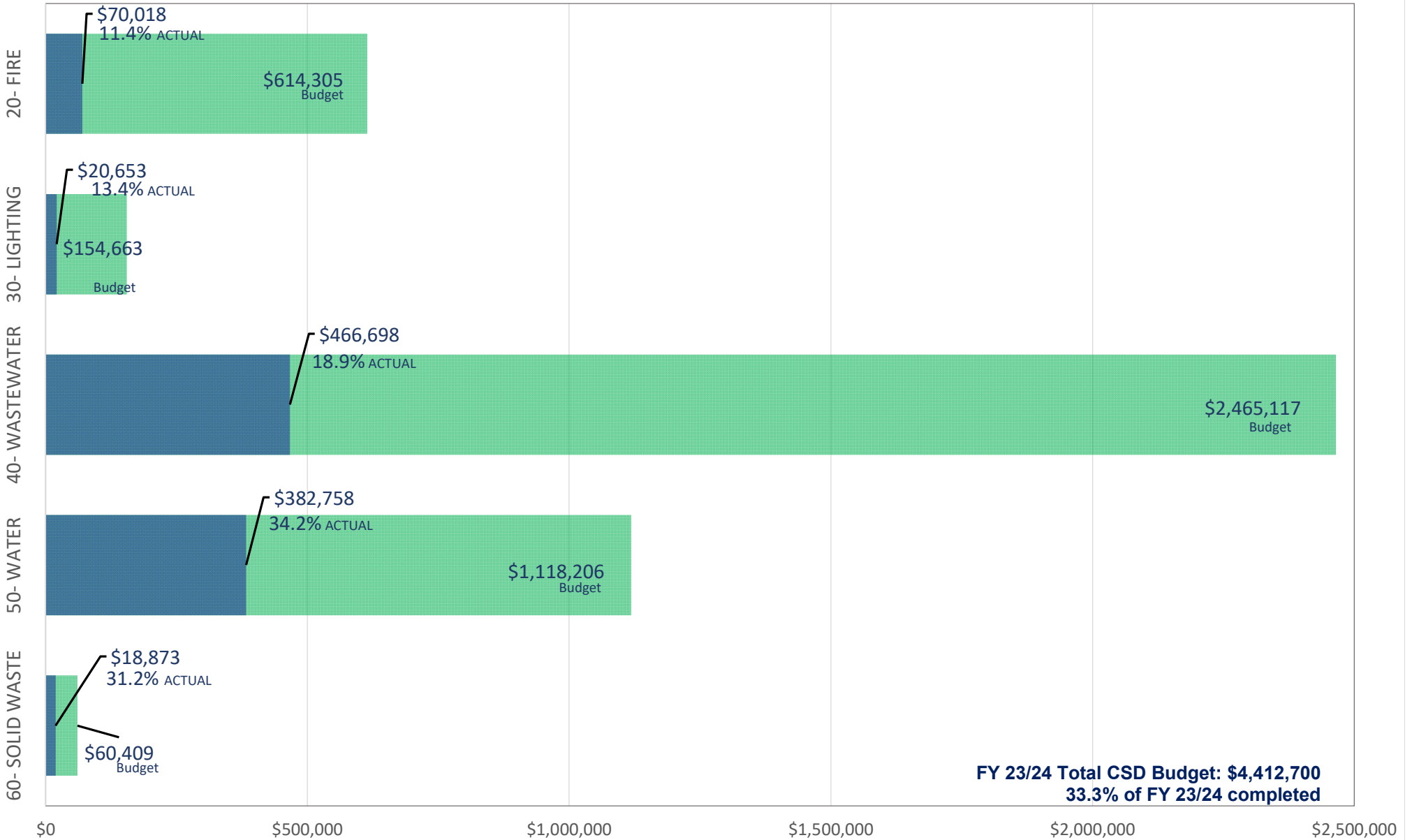
Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
5	48708	OCT 10/16/23 SEPT FIRE LEGAL	342.00			20 62000	327		10200
6	48709	OCT 10/16/23 SEPT SEWER LEGAL	59.80			40 64000	327		10200
7		SEPT SMEA LEGAL	0.00			40 64000	331		10200
8		SEPT SMEA LEGAL	0.00			50 65000	331		10200
9	48707	OCT 10/16/23 SEPT HR LEGAL	221.76			20 62000	333		10200
10	48707	OCT 10/16/23 SEPT HR LEGAL	8.10			30 63000	333		10200
11	48707	OCT 10/16/23 SEPT HR LEGAL	404.64			40 64000	333		10200
12	48707	OCT 10/16/23 SEPT HR LEGAL	403.02			50 65000	333		10200
13	48707	OCT 10/16/23 SEPT HR LEGAL	6.48*			60 66000	333		10200
14	48704	OCT 10/16/23 SEPT General Legal - ADMIN	1,101.89			20 62000	327		10200
15	48704	OCT 10/16/23 SEPT General Legal - ADMIN	100.28			30 63000	327		10200
16	48704	OCT 10/16/23 SEPT General Legal - ADMIN	1,184.83			40 64000	327		10200
17	48704	OCT 10/16/23 SEPT General Legal - ADMIN	2,628.38			50 65000	327		10200
18	48704	OCT 10/16/23 SEPT General Legal - ADMIN	65.82*			60 66000	327		10200
		<b>Total for Vendor:</b>	<b>6,855.90</b>						
9736	20517S	318 WILDHORSE PROPANE	263.47						
1	U006G564	10/21/23 SMF PROPANE	263.47			20 62000	382		10200
		<b>Total for Vendor:</b>	<b>263.47</b>						
		<b># of Claims</b>	<b>88</b>	<b>Total:</b>	<b>221,222.90</b>	<b># of Vendors</b>	<b>37</b>		
		<b>Total Electronic Claims</b>			<b>24,249.78</b>				
		<b>Total Non-Electronic Claims</b>			<b>196973.12</b>				



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<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10200 OPERATING CASH - PREMIER	18,445.28
10461 COMMUNITY BANK OF SANTA MARIA	3,415.00
30 STREET LIGHTING DEPARTMENT	
10200 OPERATING CASH - PREMIER	4,294.52
40 WASTEWATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	160,423.60
50 WATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	33,993.19
60 SOLID WASTE DEPARTMENT	
10200 OPERATING CASH - PREMIER	651.31
<b>Total:</b>	<b>221,222.90</b>

# P9 2023 San Miguel CSD Revenue Actual vs Budget



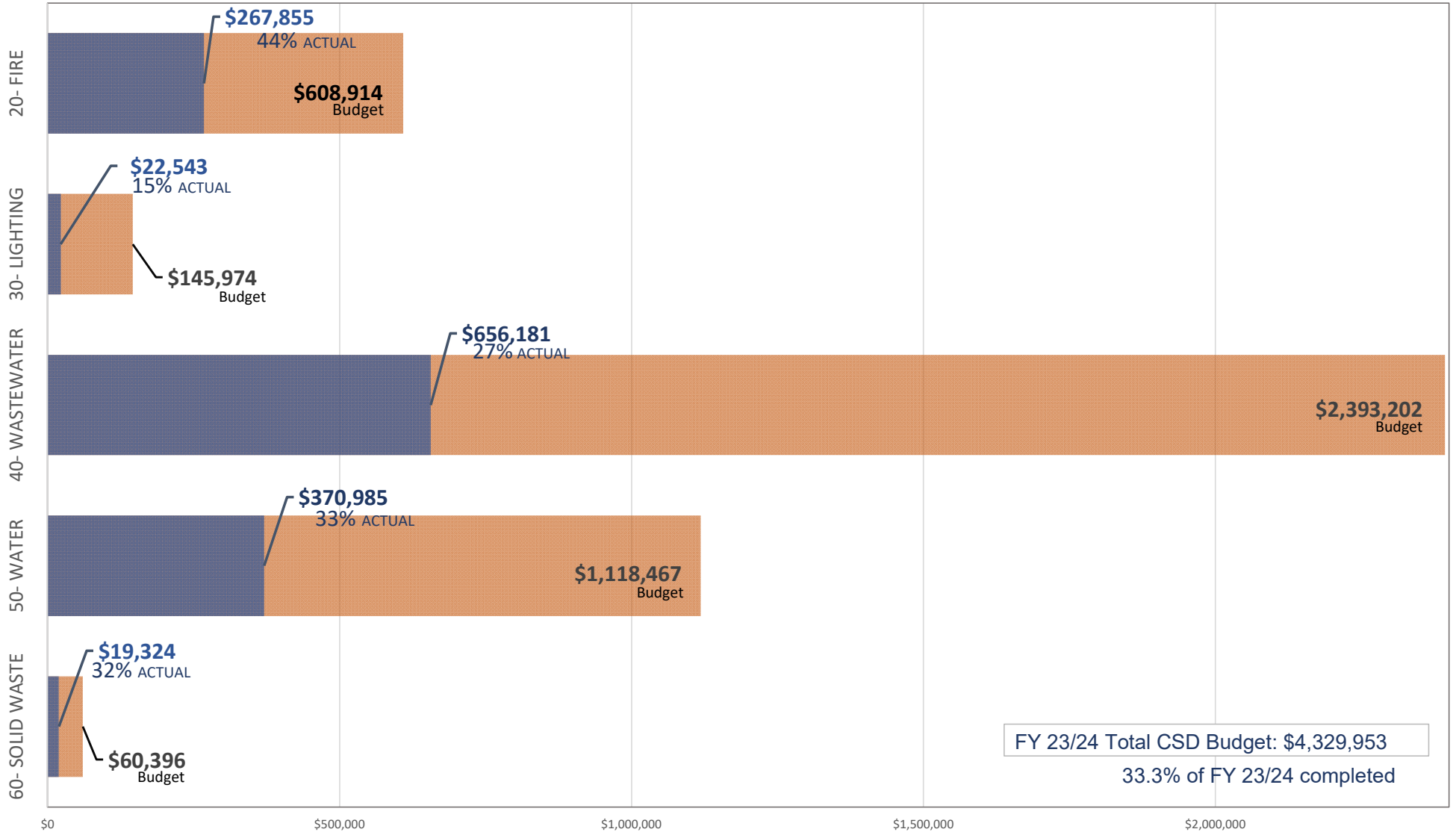
Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	3,450.00	3,450.00	0 %
40320	Fire Impact Fees	9,550.77	13,506.77	3,000.00	-10,506.77	450 %
40410	Mutual Aid Fires ~ OES	27,510.16	27,510.16	0.00	-27,510.16	%
40420	Ambulance Reimbursement	0.00	1,350.05	3,000.00	1,649.95	45 %
40500	State Fire Grants	0.00	0.00	20,000.00	20,000.00	0 %
	<b>Account Group Total:</b>	<b>37,060.93</b>	<b>42,366.98</b>	<b>29,450.00</b>	<b>-12,916.98</b>	<b>144 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	16,750.15	27,849.09	497,467.00	469,617.91	6 %
	<b>Account Group Total:</b>	<b>16,750.15</b>	<b>27,849.09</b>	<b>497,467.00</b>	<b>469,617.91</b>	<b>6 %</b>
46000	Interest Revenue					
46000	Interest Revenue	60.49	246.74	0.00	-246.74	%
46010	Transfer In	0.00	-1,953.36	0.00	1,953.36	%
46012	Fire Transfers from Cap Reserve	0.00	0.00	85,887.56	85,887.56	0 %
46151	Refund/Adjustments	455.73	550.35	0.00	-550.35	%
46153	Plan Check Fees and Inspections	300.00	958.50	1,500.00	541.50	64 %
	<b>Account Group Total:</b>	<b>816.22</b>	<b>-197.77</b>	<b>87,387.56</b>	<b>87,585.33</b>	<b>0 %</b>
	<b>Fund Total:</b>	<b>54,627.30</b>	<b>70,018.30</b>	<b>614,304.56</b>	<b>544,286.26</b>	<b>11 %</b>
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	5,193.22	8,432.51	154,663.00	146,230.49	5 %
	<b>Account Group Total:</b>	<b>5,193.22</b>	<b>8,432.51</b>	<b>154,663.00</b>	<b>146,230.49</b>	<b>5 %</b>
46000	Interest Revenue					
46000	Interest Revenue	154.30	10,320.89	0.00	-10,320.89	%
46100	Realized Earnings	-2,164.94	-3,289.85	0.00	3,289.85	%
46150	Miscellaneous Income	0.00	150.00	0.00	-150.00	%
46151	Refund/Adjustments	0.00	5,039.37	0.00	-5,039.37	%
	<b>Account Group Total:</b>	<b>-2,010.64</b>	<b>12,220.41</b>	<b>0.00</b>	<b>-12,220.41</b>	<b>%</b>
	<b>Fund Total:</b>	<b>3,182.58</b>	<b>20,652.92</b>	<b>154,663.00</b>	<b>134,010.08</b>	<b>13 %</b>
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	99,595.68	404,189.18	1,099,618.00	695,428.82	37 %
40901	Riverzone Surcharge	1,551.70	6,207.67	18,388.00	12,180.33	34 %
40910	Wastewater Late Charges	1,688.49	7,311.10	0.00	-7,311.10	%
	<b>Account Group Total:</b>	<b>102,835.87</b>	<b>417,707.95</b>	<b>1,118,006.00</b>	<b>700,298.05</b>	<b>37 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	2,616.20	3,115.58	77,556.00	74,440.42	4 %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
	<b>Account Group Total:</b>	<b>2,616.20</b>	<b>3,115.58</b>	<b>77,556.00</b>	<b>74,440.42</b>	<b>4 %</b>
46000	Interest Revenue					
46000	Interest Revenue	139.16	12,802.60	0.00	-12,802.60	%
46003	CWSRF Grants	0.00	0.00	1,026,500.00	1,026,500.00	0 %
46009	Grants - Other	0.00	0.00	217,355.00	217,355.00	0 %
46014	Wastewater Transfers from Cap Reserve	0.00	0.00	15,700.00	15,700.00	0 %
46100	Realized Earnings	-1,249.21	-2,601.88	0.00	2,601.88	%
46150	Miscellaneous Income	8,224.00	33,854.39	10,000.00	-23,854.39	339 %
46151	Refund/Adjustments	0.00	1,669.64	0.00	-1,669.64	%
46155	Will Serve Processing Fees	0.00	150.00	0.00	-150.00	%
	<b>Account Group Total:</b>	<b>7,113.95</b>	<b>45,874.75</b>	<b>1,269,555.00</b>	<b>1,223,680.25</b>	<b>4 %</b>
	<b>Fund Total:</b>	<b>112,566.02</b>	<b>466,698.28</b>	<b>2,465,117.00</b>	<b>1,998,418.72</b>	<b>19 %</b>
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	84,849.27	372,296.94	984,276.00	611,979.06	38 %
41003	Water Surcharge	44.00	176.00	350.00	174.00	50 %
41005	Water Late Charges	1,555.85	6,956.15	0.00	-6,956.15	%
	<b>Account Group Total:</b>	<b>86,449.12</b>	<b>379,429.09</b>	<b>984,626.00</b>	<b>605,196.91</b>	<b>39 %</b>
46000	Interest Revenue					
46000	Interest Revenue	22.44	3,170.44	0.00	-3,170.44	%
46002	DWSRF Grants	0.00	0.00	45,920.00	45,920.00	0 %
46010	Transfer In	0.00	0.00	87,660.00	87,660.00	0 %
46100	Realized Earnings	-562.50	-900.67	0.00	900.67	%
46150	Miscellaneous Income	0.00	500.00	0.00	-500.00	%
46151	Refund/Adjustments	0.00	409.63	0.00	-409.63	%
46155	Will Serve Processing Fees	0.00	150.00	0.00	-150.00	%
	<b>Account Group Total:</b>	<b>-540.06</b>	<b>3,329.40</b>	<b>133,580.00</b>	<b>130,250.60</b>	<b>2 %</b>
	<b>Fund Total:</b>	<b>85,909.06</b>	<b>382,758.49</b>	<b>1,118,206.00</b>	<b>735,447.51</b>	<b>34 %</b>
60 SOLID WASTE DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	0.00	1,446.69	0.00	-1,446.69	%
	<b>Account Group Total:</b>	<b>0.00</b>	<b>1,446.69</b>	<b>0.00</b>	<b>-1,446.69</b>	<b>%</b>
46000	Interest Revenue					
46000	Interest Revenue	11.95	57.43	0.00	-57.43	%
46005	Franchise Fees	4,281.26	17,094.15	43,936.00	26,841.85	39 %
46010	Transfer In	0.00	0.00	16,473.00	16,473.00	0 %
46150	Miscellaneous Income	235.60	235.60	0.00	-235.60	%
46151	Refund/Adjustments	0.00	39.38	0.00	-39.38	%

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
60 SOLID WASTE DEPARTMENT						
	<b>Account Group Total:</b>	4,528.81	17,426.56	60,409.00	42,982.44	29 %
	<b>Fund Total:</b>	4,528.81	18,873.25	60,409.00	41,535.75	31 %
	<b>Grand Total:</b>	260,813.77	959,001.24	4,412,699.56	3,453,698.32	22 %

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	54,627.30	70,018.30	614,304.56	544,286.26	11 %
30 STREET LIGHTING DEPARTMENT	3,182.58	20,652.92	154,663.00	134,010.08	13 %
40 WASTEWATER DEPARTMENT	112,566.02	466,698.28	2,465,117.00	1,998,418.72	19 %
50 WATER DEPARTMENT	85,909.06	382,758.49	1,118,206.00	735,447.51	34 %
60 SOLID WASTE DEPARTMENT	4,528.81	18,873.25	60,409.00	41,535.75	31 %
<b>Grand Total:</b>	<b>260,813.77</b>	<b>959,001.24</b>	<b>4,412,699.56</b>	<b>3,453,698.32</b>	<b>22 %</b>

# P10 2023 San Miguel CSD Operating Expenditures Actual vs Budget



SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 10 / 23

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	10,133.56	43,747.74	128,416.00	128,416.00	84,668.26	34%
	111 BOD Stipend	120.00	432.00	1,704.00	1,704.00	1,272.00	25%
	120 Workers' Compensation	0.00	29,428.53	35,000.00	35,000.00	5,571.47	84%
	121 Physicals	0.00	16.20	2,000.00	2,000.00	1,983.80	1%
	125 Volunteer Firefighter Stipends	8,254.20	18,802.50	60,000.00	60,000.00	41,197.50	31%
	126 OES Strike Team Payroll	0.00	14,747.64	0.00	0.00	-14,747.64	0%
	135 Payroll Tax - FICA/SS	481.50	1,690.75	106.00	106.00	-1,584.75	1595%
	140 Payroll Tax - Medicare	268.47	1,085.55	1,887.00	1,887.00	801.45	58%
	155 Payroll Tax - SUI	175.29	610.12	1,789.00	1,789.00	1,178.88	34%
	160 Payroll Tax - ETT	3.70	12.95	33.00	33.00	20.05	39%
	205 Insurance - Health	999.31	3,997.14	11,342.00	11,342.00	7,344.86	35%
	210 Insurance - Dental	58.23	232.75	674.00	674.00	441.25	35%
	215 Insurance - Vision	9.33	37.37	108.00	108.00	70.63	35%
	225 Retirement - PERS Expense	1,232.28	4,974.88	15,085.00	15,085.00	10,110.12	33%
	305 Operations & Maintenance	31.28	742.87	10,900.00	10,900.00	10,157.13	7%
	307 OES Strike Team Expenses	0.00	555.09	0.00	0.00	-555.09	0%
	310 Phone & Fax Expense	84.14	319.91	1,500.00	1,500.00	1,180.09	21%
	315 Postage, Shipping & Freight	0.00	34.51	300.00	300.00	265.49	12%
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	500.00	500.00	500.00	0%
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	321 IT Services - Professional Svcs	821.43	3,266.45	8,000.00	8,000.00	4,733.55	41%
	323 Auditor - Professional Svcs	0.00	1,500.00	4,000.00	4,000.00	2,500.00	38%
	325 Accounting - Professional Svcs	0.00	1,089.00	2,500.00	2,500.00	1,411.00	44%
	326 Engineering - Professional Svcs	0.00	1,260.00	0.00	0.00	-1,260.00	0%
	327 Legal: General - Professional Svcs	1,443.89	6,677.67	18,000.00	18,000.00	11,322.33	37%
	328 Insurance - Prop & Liability	0.00	20,175.05	16,000.00	16,000.00	-4,175.05	126%
	333 Legal: HR - Professional Svcs	221.76	2,826.19	10,000.00	10,000.00	7,173.81	28%
	334 Maintenance Agreements	49.92	2,521.74	5,000.00	5,000.00	2,478.26	50%
	335 Meals	0.00	45.18	500.00	500.00	454.82	9%
	340 Meetings and Conferences	0.00	0.00	500.00	500.00	500.00	0%
	341 Space Rental	30.75	123.00	1,000.00	1,000.00	877.00	12%
	345 Mileage Expense Reimbursement	0.00	0.00	500.00	500.00	500.00	0%
	346 OES Equipt Repairs & Maint	0.00	41.75	0.00	0.00	-41.75	0%
	348 Safety Equipment and Supplies	0.00	77.20	5,000.00	5,000.00	4,922.80	2%
	350 Repairs & Maint - Computers	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
	351 Repairs & Maint - Equip	0.00	6,146.38	10,000.00	10,000.00	3,853.62	61%
	352 Repairs & Maint - Structures	0.00	0.00	8,000.00	8,000.00	8,000.00	0%
	354 Repairs & Maint - Vehicles	0.00	200.22	8,000.00	8,000.00	7,799.78	3%
	359 Testing & Supplies - Other	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	370 Dispatch Services (Fire)	0.00	14,936.04	17,000.00	17,000.00	2,063.96	88%
	375 Internet Expenses	259.66	842.84	2,000.00	2,000.00	1,157.16	42%
	376 Web Page - Upgrade/Maint	0.00	717.12	2,000.00	2,000.00	1,282.88	36%
	380 Utilities - Alarm Service	35.00	140.00	1,000.00	1,000.00	860.00	14%
	381 Utilities - Electric	-38.92	69.41	6,000.00	6,000.00	5,930.59	1%
	382 Utilities - Propane	263.47	263.47	2,000.00	2,000.00	1,736.53	13%
	384 Utilities - Water/Sewer	292.58	615.69	800.00	800.00	184.31	77%
	385 Dues and Subscriptions	2,264.00	2,596.48	6,000.00	6,000.00	3,403.52	43%
	386 Education and Training	31.25	2,627.25	8,000.00	8,000.00	5,372.75	33%



Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
388	Education and training: CPR/FIRST	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
394	LAFCO Allocations	0.00	1,932.52	2,000.00	2,000.00	67.48	97%
395	Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
405	Software	0.00	0.00	3,000.00	3,000.00	3,000.00	0%
410	Office Supplies	0.00	9.35	2,000.00	2,000.00	1,990.65	0%
445	CPR/FIRST AID TRAINING MATERIAL	0.00	0.00	500.00	500.00	500.00	0%
450	EMS Supplies	176.28	557.72	5,000.00	5,000.00	4,442.28	11%
455	Fire Safety Gear & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
456	State Fire Grants	1,052.46	1,052.46	34,247.00	34,247.00	33,194.54	3%
458	Grants- Professional Services	0.00	0.00	4,000.00	4,000.00	4,000.00	0%
465	Cell phones, Radios and Pagers	148.89	594.93	2,000.00	2,000.00	1,405.07	30%
470	Communication Equipment	40.29	789.69	5,000.00	5,000.00	4,210.31	16%
475	Computer Supplies & Upgrades	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
485	Fuel Expense	172.67	2,309.55	9,000.00	9,000.00	6,690.45	26%
490	Small Tools & Equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
495	Uniform Expense	0.00	579.69	5,000.00	5,000.00	4,420.31	12%
502	Capital Outlay- Fire	10,910.80	10,910.80	10,911.00	10,911.00	0.20	100%
503	Weed Abatement Costs	0.00	5,150.00	3,500.00	3,500.00	-1,650.00	147%
505	Fire Training Grounds	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
510	Fire Station Renovation	0.00	0.00	2,500.00	2,500.00	2,500.00	0%
511	Fire- Temp Housing Unit	0.00	590.68	4,240.00	4,240.00	3,649.32	14%
512	Fire- Escrow Temp Housing Unit	3,415.00	3,415.00	0.00	0.00	-3,415.00	0%
710	County Hazmat Dues	0.00	2,000.00	2,500.00	2,500.00	500.00	80%
820	Fireworks Clean Up	0.00	500.00	0.00	0.00	-500.00	0%
949	Lease agreements	0.00	0.00	5,760.00	5,760.00	5,760.00	0%
960	Property Tax Expense	153.68	153.68	0.00	0.00	-153.68	0%
981	Debt Svcs Equipt - Principle	0.00	36,397.19	36,482.00	36,482.00	84.81	100%
982	Debt Svcs Equipt - Interest	0.00	10,685.50	10,711.00	10,711.00	25.50	100%
983	Debt Svcs Structure- Principle	0.00	0.00	23,899.00	23,899.00	23,899.00	0%
984	Debt Svcs Structure - Interest	0.00	0.00	9,678.00	9,678.00	9,678.00	0%
	<b>Account Total:</b>	<b>43,596.15</b>	<b>267,855.39</b>	<b>614,072.00</b>	<b>614,072.00</b>	<b>346,216.61</b>	<b>44%</b>
	<b>Account Group Total:</b>	<b>43,596.15</b>	<b>267,855.39</b>	<b>614,072.00</b>	<b>614,072.00</b>	<b>346,216.61</b>	<b>44%</b>
	<b>Fund Total:</b>	<b>43,596.15</b>	<b>267,855.39</b>	<b>614,072.00</b>	<b>614,072.00</b>	<b>346,216.61</b>	<b>44%</b>
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
63000 Lighting							
101	EE Timekeeping Costs	0.00	135.70	0.00	0.00	-135.70	0%
105	Salaries and Wages	1,046.42	4,327.57	16,745.00	16,745.00	12,417.43	26%
111	BOD Stipend	15.00	50.00	264.00	264.00	214.00	19%
120	Workers' Compensation	0.00	-14.73	100.00	100.00	114.73	-15%
121	Physicals	0.00	5.06	50.00	50.00	44.94	10%
135	Payroll Tax - FICA/SS	0.95	3.14	60.00	60.00	56.86	5%
140	Payroll Tax - Medicare	15.30	60.84	247.00	247.00	186.16	25%
155	Payroll Tax - SUI	0.70	2.36	82.00	82.00	79.64	3%
160	Payroll Tax - ETT	0.00	0.04	1.00	1.00	0.96	4%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
205	Insurance - Health	154.63	618.67	1,783.00	1,783.00	1,164.33	35%
210	Insurance - Dental	5.72	22.78	66.00	66.00	43.22	35%
215	Insurance - Vision	0.95	3.74	12.00	12.00	8.26	31%
225	Retirement - PERS Expense	128.58	512.55	1,389.00	1,389.00	876.45	37%
305	Operations & Maintenance	0.00	10.96	1,500.00	1,500.00	1,489.04	1%
310	Phone & Fax Expense	8.76	33.32	100.00	100.00	66.68	33%
315	Postage, Shipping & Freight	0.00	3.59	100.00	100.00	96.41	4%
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	85.56	340.25	3,300.00	3,300.00	2,959.75	10%
323	Auditor - Professional Svcs	0.00	150.00	600.00	600.00	450.00	25%
325	Accounting - Professional Svcs	0.00	105.35	750.00	750.00	644.65	14%
326	Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
327	Legal: General - Professional Svcs	100.28	1,374.47	2,000.00	2,000.00	625.53	69%
328	Insurance - Prop & Liability	0.00	2,014.42	3,400.00	3,400.00	1,385.58	59%
329	New Hire Screening	0.00	0.00	50.00	50.00	50.00	0%
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
331	Legal: SMEA - Professional Svcs	0.00	0.00	300.00	300.00	300.00	0%
333	Legal: HR - Professional Svcs	8.10	481.91	500.00	500.00	18.09	96%
334	Maintenance Agreements	5.20	238.15	600.00	600.00	361.85	40%
335	Meals	0.00	0.00	150.00	150.00	150.00	0%
340	Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0%
341	Space Rental	3.00	12.00	0.00	0.00	-12.00	0%
345	Mileage Expense Reimbursement	0.00	0.00	150.00	150.00	150.00	0%
348	Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
350	Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0%
351	Repairs & Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
352	Repairs & Maint - Structures	0.00	0.00	500.00	500.00	500.00	0%
353	Repairs & Maint - Infrastructure	11.34	349.73	10,000.00	10,000.00	9,650.27	3%
354	Repairs & Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
375	Internet Expenses	10.58	42.32	150.00	150.00	107.68	28%
376	Web Page - Upgrade/Maint	0.00	74.70	425.00	425.00	350.30	18%
381	Utilities - Electric	1,290.85	5,149.11	20,000.00	20,000.00	14,850.89	26%
384	Utilities - Water/Sewer	2,423.05	3,845.08	15,500.00	15,500.00	11,654.92	25%
385	Dues and Subscriptions	215.00	215.78	1,500.00	1,500.00	1,284.22	14%
386	Education and Training	6.25	25.25	2,000.00	2,000.00	1,974.75	1%
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0%
394	LAFCO Allocations	0.00	1,932.52	1,500.00	1,500.00	-432.52	129%
395	Community Outreach	0.00	0.00	150.00	150.00	150.00	0%
410	Office Supplies	0.00	5.93	500.00	500.00	494.07	1%
432	Utility Rate Design Study	0.00	0.00	30,000.00	30,000.00	30,000.00	0%
465	Cell phones, Radios and Pagers	16.55	65.99	100.00	100.00	34.01	66%
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	3.81	100.00	100.00	96.19	4%
715	Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0%
908	Cash Over/Cash Short	-0.02	-0.02	0.00	0.00	0.02	0%
925	Bank Fees	0.00	-1.20	0.00	0.00	1.20	0%
940	Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0%
949	Lease agreements	110.00	440.00	600.00	600.00	160.00	73%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	<b>Account Total:</b>	<b>5,662.75</b>	<b>22,641.14</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>123,332.86</b>	<b>16%</b>
	<b>Account Group Total:</b>	<b>5,662.75</b>	<b>22,641.14</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>123,332.86</b>	<b>16%</b>
70000	Transfers						
70000	Transfers						
	352 Repairs & Maint - Structures	0.00	-97.67	0.00	0.00	97.67	0%
	<b>Account Total:</b>	<b>0.00</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>0%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>0%</b>
	<b>Fund Total:</b>	<b>5,662.75</b>	<b>22,543.47</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>123,430.53</b>	<b>15%</b>
40 WASTEWATER DEPARTMENT							
64000	Sanitary						
64000	Sanitary						
	101 EE Timekeeping Costs	0.00	1,221.27	0.00	0.00	-1,221.27	0%
	105 Salaries and Wages	11,374.35	46,835.49	330,338.00	330,338.00	283,502.51	14%
	110 Payroll Tax Expense	0.00	218.98	0.00	0.00	-218.98	0%
	111 BOD Stipend	180.00	648.00	1,872.00	1,872.00	1,224.00	35%
	120 Workers' Compensation	0.00	8,647.54	12,500.00	12,500.00	3,852.46	69%
	121 Physicals	0.00	54.68	150.00	150.00	95.32	36%
	135 Payroll Tax - FICA/SS	11.15	40.14	1,167.00	1,167.00	1,126.86	3%
	140 Payroll Tax - Medicare	167.51	667.08	4,817.00	4,817.00	4,149.92	14%
	155 Payroll Tax - SUI	8.45	30.42	1,425.00	1,425.00	1,394.58	2%
	160 Payroll Tax - ETT	0.20	0.68	25.00	25.00	24.32	3%
	205 Insurance - Health	1,571.95	6,288.08	54,582.00	54,582.00	48,293.92	12%
	210 Insurance - Dental	74.98	300.13	2,234.00	2,234.00	1,933.87	13%
	215 Insurance - Vision	12.07	48.31	309.00	309.00	260.69	16%
	225 Retirement - PERS Expense	1,295.53	14,146.22	20,463.00	20,463.00	6,316.78	69%
	305 Operations & Maintenance	917.15	1,494.94	8,000.00	8,000.00	6,595.06	19%
	310 Phone & Fax Expense	126.20	479.86	1,500.00	1,500.00	1,020.14	32%
	315 Postage, Shipping & Freight	0.00	51.76	1,000.00	1,000.00	948.24	5%
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	321 IT Services - Professional Svcs	1,232.14	4,904.88	10,800.00	10,800.00	5,895.12	45%
	323 Auditor - Professional Svcs	0.00	1,600.00	3,600.00	3,600.00	2,000.00	44%
	325 Accounting - Professional Svcs	0.00	1,196.90	4,500.00	4,500.00	3,303.10	27%
	326 Engineering - Professional Svcs	1,088.75	4,404.37	20,000.00	20,000.00	15,595.63	22%
	327 Legal: General - Professional Svcs	1,244.63	10,118.28	30,000.00	30,000.00	19,881.72	34%
	328 Insurance - Prop & Liability	0.00	17,608.84	19,350.00	19,350.00	1,741.16	91%
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0%
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
	331 Legal: SMEA - Professional Svcs	0.00	873.00	3,500.00	3,500.00	2,627.00	25%
	333 Legal: HR - Professional Svcs	404.64	5,617.55	7,500.00	7,500.00	1,882.45	75%
	334 Maintenance Agreements	74.88	3,854.11	8,000.00	8,000.00	4,145.89	48%
	335 Meals	0.00	0.00	100.00	100.00	100.00	0%
	340 Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
	341 Space Rental	57.00	228.00	0.00	0.00	-228.00	0%
	345 Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
348	Safety Equipment and Supplies	0.00	1,069.00	2,000.00	2,000.00	931.00	53%
349	Repairs & Maint - Mission Gardens	944.98	944.98	7,500.00	7,500.00	6,555.02	13%
350	Repairs & Maint - Computers	0.00	0.00	1,600.00	1,600.00	1,600.00	0%
351	Repairs & Maint - Equip	47.25	294.16	8,000.00	8,000.00	7,705.84	4%
352	Repairs & Maint - Structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
353	Repairs & Maint - Infrastructure	0.00	0.00	15,000.00	15,000.00	15,000.00	0%
354	Repairs & Maint - Vehicles	1,368.09	2,616.52	3,000.00	3,000.00	383.48	87%
355	Testing & Supplies (WWTP)	761.00	6,448.00	15,000.00	15,000.00	8,552.00	43%
374	CSD Utilities - Billing Services	315.20	1,402.73	4,000.00	4,000.00	2,597.27	35%
375	Internet Expenses	373.90	1,495.60	4,500.00	4,500.00	3,004.40	33%
376	Web Page - Upgrade/Maint	0.00	1,075.68	800.00	800.00	-275.68	134%
379	Utilities - Electric Mission	56.57	343.74	2,000.00	2,000.00	1,656.26	17%
380	Utilities - Alarm Service	100.00	200.00	2,000.00	2,000.00	1,800.00	10%
381	Utilities - Electric	7,588.84	39,224.76	80,000.00	80,000.00	40,775.24	49%
382	Utilities - Propane	0.00	28.23	600.00	600.00	571.77	5%
383	Utilities - Trash	62.06	248.24	700.00	700.00	451.76	35%
384	Utilities - Water/Sewer	385.46	770.92	3,500.00	3,500.00	2,729.08	22%
385	Dues and Subscriptions	3,096.00	3,107.22	6,000.00	6,000.00	2,892.78	52%
386	Education and Training	41.25	411.25	2,500.00	2,500.00	2,088.75	16%
393	Advertising and Public Notices	0.00	320.98	1,000.00	1,000.00	679.02	32%
394	LAFCO Allocations	0.00	1,932.53	1,500.00	1,500.00	-432.53	129%
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0%
396	Utilities - SoCal Gas	18.71	71.55	500.00	500.00	428.45	14%
410	Office Supplies	23.05	188.83	2,000.00	2,000.00	1,811.17	9%
432	Utility Rate Design Study	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
465	Cell phones, Radios and Pagers	148.56	593.61	1,920.00	1,920.00	1,326.39	31%
475	Computer Supplies & Upgrades	0.00	875.50	0.00	0.00	-875.50	0%
485	Fuel Expense	292.58	1,651.67	6,000.00	6,000.00	4,348.33	28%
490	Small Tools & Equipment	0.00	392.99	5,500.00	5,500.00	5,107.01	7%
495	Uniform Expense	0.00	30.43	2,500.00	2,500.00	2,469.57	1%
545	Sewer System Mgmt Plan (SSMP)	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0%
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
570	Repairs, Maint. & Video Sewer	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
580	Mission Gardens Lift Station	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
582	WWTP Plant Maintenance	2,392.04	14,908.04	40,000.00	40,000.00	25,091.96	37%
583	WWTP Drying Pond Maintenance	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
585	Sludge Removal Project	0.00	0.00	25,000.00	25,000.00	25,000.00	0%
587	WWTF Final Design/Construction	125,874.54	244,410.98	450,000.00	450,000.00	205,589.02	54%
705	Waste Discharge Fees/Permits	2,358.75	2,358.75	30,000.00	30,000.00	27,641.25	8%
715	Licenses, Permits and Fees	208.00	1,292.00	4,000.00	4,000.00	2,708.00	32%
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0%
908	Cash Over/Cash Short	0.01	0.06	0.00	0.00	-0.06	0%
925	Bank Fees	0.00	-1.44	0.00	0.00	1.44	0%
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0%
949	Lease agreements	990.00	3,960.00	14,000.00	14,000.00	10,040.00	28%
950	WWTF Exp MBR	0.00	165,281.55	0.00	0.00	-165,281.55	0%
955	3W Water Line SGMA	5,510.56	11,443.59	200,000.00	200,000.00	188,556.41	6%
960	Property Tax Expense	95.82	95.82	150.00	150.00	54.18	64%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
963	Collection System Projects	2,225.00	15,992.50	396,500.00	396,500.00	380,507.50	4%
964	SEPTIC TO SEWER PRJ	0.00	0.00	15,700.00	15,700.00	15,700.00	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%
	<b>Account Total:</b>	<b>175,119.80</b>	<b>657,060.48</b>	<b>2,393,202.00</b>	<b>2,393,202.00</b>	<b>1,736,141.52</b>	<b>27%</b>
	<b>Account Group Total:</b>	<b>175,119.80</b>	<b>657,060.48</b>	<b>2,393,202.00</b>	<b>2,393,202.00</b>	<b>1,736,141.52</b>	<b>27%</b>
70000 Transfers							
70000 Transfers							
352	Repairs & Maint - Structures	0.00	-879.01	0.00	0.00	879.01	0%
	<b>Account Total:</b>	<b>0.00</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>0%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>0%</b>
	<b>Fund Total:</b>	<b>175,119.80</b>	<b>656,181.47</b>	<b>2,393,202.00</b>	<b>2,393,202.00</b>	<b>1,737,020.53</b>	<b>27%</b>
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
101	EE Timekeeping Costs	0.00	1,221.28	0.00	0.00	-1,221.28	0%
105	Salaries and Wages	21,993.65	89,044.56	318,856.00	318,856.00	229,811.44	28%
111	BOD Stipend	180.00	644.00	1,896.00	1,896.00	1,252.00	34%
120	Workers' Compensation	0.00	6,099.60	18,000.00	18,000.00	11,900.40	34%
121	Physicals	0.00	54.34	150.00	150.00	95.66	36%
135	Payroll Tax - FICA/SS	11.15	39.90	1,169.00	1,169.00	1,129.10	3%
140	Payroll Tax - Medicare	321.53	1,279.23	4,932.00	4,932.00	3,652.77	26%
155	Payroll Tax - SUI	8.45	30.26	1,710.00	1,710.00	1,679.74	2%
160	Payroll Tax - ETT	0.20	0.68	30.00	30.00	29.32	2%
205	Insurance - Health	3,759.08	15,036.45	46,122.00	46,122.00	31,085.55	33%
210	Insurance - Dental	142.64	570.71	1,854.00	1,854.00	1,283.29	31%
215	Insurance - Vision	22.94	91.77	310.00	310.00	218.23	30%
225	Retirement - PERS Expense	2,539.81	18,920.45	30,869.00	30,869.00	11,948.55	61%
305	Operations & Maintenance	1,320.40	1,898.19	8,000.00	8,000.00	6,101.81	24%
310	Phone & Fax Expense	124.42	473.11	1,500.00	1,500.00	1,026.89	32%
315	Postage, Shipping & Freight	0.00	51.04	1,000.00	1,000.00	948.96	5%
319	Legal: P.R.A.s - Professional Svcs	0.00	0.00	600.00	600.00	600.00	0%
320	Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
321	IT Services - Professional Svcs	1,215.02	4,831.62	12,800.00	12,800.00	7,968.38	38%
323	Auditor - Professional Svcs	0.00	1,600.00	3,600.00	3,600.00	2,000.00	44%
324	GSA-GSP - Professional Svcs	430.00	1,417.03	15,000.00	15,000.00	13,582.97	9%
325	Accounting - Professional Svcs	0.00	1,323.65	4,500.00	4,500.00	3,176.35	29%
326	Engineering - Professional Svcs	4,353.75	11,046.88	25,000.00	25,000.00	13,953.12	44%
327	Legal: General - Professional Svcs	2,957.28	13,684.71	27,000.00	27,000.00	13,315.29	51%
328	Insurance - Prop & Liability	0.00	32,485.00	32,000.00	32,000.00	-485.00	102%
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0%
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0%
331	Legal: SMEA - Professional Svcs	0.00	873.00	3,500.00	3,500.00	2,627.00	25%

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 10 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
333	Legal: HR - Professional Svcs	403.02	5,580.79	7,500.00	7,500.00	1,919.21	74%
334	Maintenance Agreements	73.84	3,806.48	9,000.00	9,000.00	5,193.52	42%
335	Meals	0.00	0.00	100.00	100.00	100.00	0%
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
341	Space Rental	56.25	225.00	0.00	0.00	-225.00	0%
345	Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
348	Safety Equipment and Supplies	0.00	1,019.42	2,000.00	2,000.00	980.58	51%
350	Repairs & Maint - Computers	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
351	Repairs & Maint - Equip	61.69	734.14	5,000.00	5,000.00	4,265.86	15%
352	Repairs & Maint - Structures	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
353	Repairs & Maint - Infrastructure	9,163.00	11,974.40	50,000.00	59,163.00	47,188.60	20%
354	Repairs & Maint - Vehicles	1,368.08	2,616.53	3,000.00	3,000.00	383.47	87%
356	Testing & Supplies - Well #3	0.00	759.66	3,500.00	3,500.00	2,740.34	22%
357	Testing & Supplies - Well #4	0.00	759.67	3,500.00	3,500.00	2,740.33	22%
358	Testing & Supplies - SLT Well	177.00	1,786.67	6,000.00	6,000.00	4,213.33	30%
359	Testing & Supplies - Other	368.00	1,798.00	6,000.00	6,000.00	4,202.00	30%
362	Cross-Connection Control Svcs.	0.00	573.70	1,500.00	1,500.00	926.30	38%
374	CSD Utilities - Billing Services	315.20	1,402.78	4,000.00	4,000.00	2,597.22	35%
375	Internet Expenses	253.92	1,015.68	3,500.00	3,500.00	2,484.32	29%
376	Web Page - Upgrade/Maint	0.00	1,060.74	800.00	800.00	-260.74	133%
380	Utilities - Alarm Service	100.00	200.00	2,000.00	2,000.00	1,800.00	10%
381	Utilities - Electric	5,493.02	24,318.57	46,000.00	46,000.00	21,681.43	53%
382	Utilities - Propane	0.00	28.24	1,000.00	1,000.00	971.76	3%
383	Utilities - Trash	62.06	248.24	700.00	700.00	451.76	35%
384	Utilities - Water/Sewer	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
385	Dues and Subscriptions	3,053.00	3,064.06	4,500.00	4,500.00	1,435.94	68%
386	Education and Training	41.25	432.20	5,000.00	5,000.00	4,567.80	9%
393	Advertising and Public Notices	0.00	525.00	2,000.00	2,000.00	1,475.00	26%
394	LAFCO Allocations	0.00	1,932.53	1,500.00	1,500.00	-432.53	129%
395	Community Outreach	162.00	486.00	1,200.00	1,200.00	714.00	41%
396	Utilities - SoCal Gas	35.70	134.52	2,000.00	2,000.00	1,865.48	7%
410	Office Supplies	23.06	188.65	2,000.00	2,000.00	1,811.35	9%
432	Utility Rate Design Study	787.50	30,738.79	20,000.00	20,000.00	-10,738.79	154%
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0%
465	Cell phones, Radios and Pagers	148.53	593.50	1,920.00	1,920.00	1,326.50	31%
475	Computer Supplies & Upgrades	0.00	875.50	0.00	0.00	-875.50	0%
481	Chemicals- Well #3	0.00	1,229.53	4,000.00	4,000.00	2,770.47	31%
482	Chemicals- Well #4	0.00	1,638.78	4,000.00	4,000.00	2,361.22	41%
483	Chemicals- SLT Well	0.00	918.93	3,000.00	3,000.00	2,081.07	31%
485	Fuel Expense	292.57	1,652.01	6,000.00	6,000.00	4,347.99	28%
490	Small Tools & Equipment	0.00	51.18	6,000.00	6,000.00	5,948.82	1%
495	Uniform Expense	0.00	152.21	2,500.00	2,500.00	2,347.79	6%
520	Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0%
525	Water Meter Replacement	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
535	Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0%
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0%
715	Licenses, Permits and Fees	0.00	1,144.00	7,000.00	7,000.00	5,856.00	16%
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0%
925	Bank Fees	0.00	-0.36	0.00	0.00	0.36	0%

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
930	Interest Fees	0.00	22,402.81	60,000.00	60,000.00	37,597.19	37%
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0%
949	Lease agreements	990.00	3,960.00	14,000.00	14,000.00	10,040.00	28%
961	SLT Tank and Booster Pump Project	163.63	2,354.48	38,726.00	38,726.00	36,371.52	6%
962	0.65 MG Tank	0.00	32,970.00	67,660.00	67,660.00	34,690.00	49%
	<b>Account Total:</b>	<b>62,972.64</b>	<b>371,864.49</b>	<b>1,109,304.00</b>	<b>1,118,467.00</b>	<b>746,602.51</b>	<b>33%</b>
	<b>Account Group Total:</b>	<b>62,972.64</b>	<b>371,864.49</b>	<b>1,109,304.00</b>	<b>1,118,467.00</b>	<b>746,602.51</b>	<b>33%</b>
70000 Transfers							
70000 Transfers							
352	Repairs & Maint - Structures	0.00	-879.01	0.00	0.00	879.01	0%
	<b>Account Total:</b>	<b>0.00</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>0%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>-879.01</b>	<b>0.00</b>	<b>0.00</b>	<b>879.01</b>	<b>0%</b>
	<b>Fund Total:</b>	<b>62,972.64</b>	<b>370,985.48</b>	<b>1,109,304.00</b>	<b>1,118,467.00</b>	<b>747,481.52</b>	<b>33%</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
66000 SOLID WASTE							
101	EE Timekeeping Costs	0.00	135.70	0.00	0.00	-135.70	0%
105	Salaries and Wages	994.58	4,116.77	16,745.00	16,745.00	12,628.23	25%
111	BOD Stipend	5.00	26.00	264.00	264.00	238.00	10%
120	Workers' Compensation	0.00	13.82	100.00	100.00	86.18	14%
121	Physicals	0.00	4.73	50.00	50.00	45.27	9%
135	Payroll Tax - FICA/SS	0.30	1.60	60.00	60.00	58.40	3%
140	Payroll Tax - Medicare	14.49	57.69	246.00	246.00	188.31	23%
155	Payroll Tax - SUI	0.25	1.26	75.00	75.00	73.74	2%
160	Payroll Tax - ETT	0.00	0.00	1.00	1.00	1.00	0%
205	Insurance - Health	142.57	569.82	1,783.00	1,783.00	1,213.18	32%
210	Insurance - Dental	5.33	21.23	66.00	66.00	44.77	32%
215	Insurance - Vision	0.84	3.33	12.00	12.00	8.67	28%
225	Retirement - PERS Expense	124.54	496.01	1,389.00	1,389.00	892.99	36%
305	Operations & Maintenance	0.00	10.95	2,000.00	2,000.00	1,989.05	1%
310	Phone & Fax Expense	7.02	26.69	50.00	50.00	23.31	53%
315	Postage, Shipping & Freight	0.00	2.87	50.00	50.00	47.13	6%
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	68.45	272.20	3,300.00	3,300.00	3,027.80	8%
323	Auditor - Professional Svcs	0.00	150.00	600.00	600.00	450.00	25%
325	Accounting - Professional Svcs	0.00	105.10	750.00	750.00	644.90	14%
327	Legal: General - Professional Svcs	65.82	8,018.47	1,500.00	1,500.00	-6,518.47	535%
328	Insurance - Prop & Liability	0.00	1,646.35	1,800.00	1,800.00	153.65	91%
329	New Hire Screening	0.00	0.00	50.00	50.00	50.00	0%
330	Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
331	Legal: SMEA - Professional Svcs	0.00	0.00	250.00	250.00	250.00	0%
333	Legal: HR - Professional Svcs	6.48	445.16	400.00	400.00	-45.16	111%
334	Maintenance Agreements	4.16	190.52	600.00	600.00	409.48	32%
335	Meals	0.00	0.00	100.00	100.00	100.00	0%

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 10 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
340	Meetings and Conferences	0.00	0.00	100.00	100.00	100.00	0%
341	Space Rental	3.00	12.00	0.00	0.00	-12.00	0%
345	Mileage Expense Reimbursement	0.00	0.00	50.00	50.00	50.00	0%
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0%
350	Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0%
351	Repairs & Maint - Equip	182.31	182.31	500.00	500.00	317.69	36%
352	Repairs & Maint - Structures	0.00	0.00	100.00	100.00	100.00	0%
353	Repairs & Maint - Infrastructure	0.00	0.00	2,000.00	2,000.00	2,000.00	0%
354	Repairs & Maint - Vehicles	0.00	0.00	150.00	150.00	150.00	0%
375	Internet Expenses	10.58	42.32	150.00	150.00	107.68	28%
376	Web Page - Upgrade/Maint	0.00	59.76	132.00	132.00	72.24	45%
382	Utilities - Propane	0.00	0.00	150.00	150.00	150.00	0%
385	Dues and Subscriptions	172.00	172.63	1,000.00	1,000.00	827.37	17%
386	Education and Training	5.00	24.00	500.00	500.00	476.00	5%
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0%
394	LAFCO Allocations	0.00	1,932.52	1,500.00	1,500.00	-432.52	129%
395	Community Outreach	0.00	164.00	500.00	500.00	336.00	33%
410	Office Supplies	0.00	5.75	0.00	0.00	-5.75	0%
432	Utility Rate Design Study	0.00	0.00	16,473.00	16,473.00	16,473.00	0%
465	Cell phones, Radios and Pagers	16.49	65.92	100.00	100.00	34.08	66%
485	Fuel Expense	0.00	0.00	200.00	200.00	200.00	0%
490	Small Tools & Equipment	0.00	0.00	500.00	500.00	500.00	0%
495	Uniform Expense	0.00	3.81	150.00	150.00	146.19	3%
650	SB1383 Compliance	0.00	0.00	1,000.00	1,000.00	1,000.00	0%
940	Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0%
949	Lease agreements	110.00	440.00	600.00	600.00	160.00	73%
	<b>Account Total:</b>	<b>1,939.21</b>	<b>19,421.29</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>40,974.71</b>	<b>32%</b>
	<b>Account Group Total:</b>	<b>1,939.21</b>	<b>19,421.29</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>40,974.71</b>	<b>32%</b>
70000 Transfers							
70000	Transfers						
352	Repairs & Maint - Structures	0.00	-97.67	0.00	0.00	97.67	0%
	<b>Account Total:</b>	<b>0.00</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>0%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>-97.67</b>	<b>0.00</b>	<b>0.00</b>	<b>97.67</b>	<b>0%</b>
	<b>Fund Total:</b>	<b>1,939.21</b>	<b>19,323.62</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>41,072.38</b>	<b>32%</b>
	<b>Grand Total:</b>	<b>289,290.55</b>	<b>1,336,889.43</b>	<b>4,322,948.00</b>	<b>4,332,111.00</b>	<b>2,995,221.57</b>	<b>31%</b>



SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 10/23

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 OPERATING CASH - PREMIER	373,717.80	455.73	5,199.44	0.00	40,548.56	338,824.41
10250 PAC PREMIER - PAYROLL	5,476.31	0.00	21,735.87	0.00	21,735.87	5,476.31
10340 PAC PREMIER OPERATIONAL	155,466.31	17,071.96	0.00	0.00	0.00	172,538.27
10350 PAC PREMIER - CAPITAL	280,144.40	37,099.61	0.00	0.00	5,157.56	312,086.45
10461 COMMUNITY BANK OF SANTA	146,289.11	0.00	0.00	0.00	3,415.00	142,874.11
<b>Total Fund</b>	<b>961,093.93</b>	<b>54,627.30</b>	<b>26,935.31</b>		<b>70,856.99</b>	<b>971,799.55</b>
30 STREET LIGHTING DEPARTMENT						
10200 OPERATING CASH - PREMIER	180,781.76	5,193.22	0.00	0.00	5,636.42	180,338.56
10250 PAC PREMIER - PAYROLL	81.94	0.00	1,368.25	0.00	1,368.25	81.94
10340 PAC PREMIER OPERATIONAL	60,605.81	7.66	0.00	0.00	0.00	60,613.47
10350 PAC PREMIER - CAPITAL	45,434.66	5.54	0.00	0.00	0.00	45,440.20
10459 CAMBRIDGE INV- LIGHT RESV	0.00	0.38	151,822.13	630.00	0.00	151,192.51
10460 CAMBRIDGE INV- LIGHT CAP	503,860.60	140.72	0.02	1,534.94	151,822.13	350,644.27
<b>Total Fund</b>	<b>790,764.77</b>	<b>5,347.52</b>	<b>153,190.40</b>	<b>2,164.94</b>	<b>158,826.80</b>	<b>788,310.95</b>
40 WASTEWATER DEPARTMENT						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10200 OPERATING CASH - PREMIER	1,361,990.19	122,032.90	1,111.02	247.33	200,534.84	1,284,351.94
10250 PAC PREMIER - PAYROLL	2,252.47	0.00	14,696.19	0.00	14,696.19	2,252.47
10260 PAC WESTERN BANK - LONG	201,723.41	51.40	0.00	0.00	0.00	201,774.81
10340 PAC PREMIER OPERATIONAL	331,142.25	41.86	0.00	0.00	0.00	331,184.11
10350 PAC PREMIER - CAPITAL	370,403.39	45.16	0.00	0.00	0.00	370,448.55
10457 CAMBRIDGE INV- WW CAPITAL	0.00	424.12	307,600.14	1,580.33	0.00	306,443.93
10458 CAMBRIDGE INV- WW LT MAINT	0.00	0.74	300,069.00	93.00	0.00	299,976.74
10460 CAMBRIDGE INV- LIGHT CAP	607,494.77	0.00	0.00	0.00	607,669.14	-174.37
<b>Total Fund</b>	<b>2,875,156.48</b>	<b>122,596.18</b>	<b>623,476.35</b>	<b>1,920.66</b>	<b>822,900.17</b>	<b>2,796,408.18</b>
50 WATER DEPARTMENT						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10150 Cash in SLO County	79,227.50	0.00	0.00	0.00	0.00	79,227.50
10200 OPERATING CASH - PREMIER	340,117.19	117,228.60	60.75	172.00	56,568.96	400,665.58
10250 PAC PREMIER - PAYROLL	1,980.47	0.00	28,979.45	0.00	28,979.45	1,980.47
10340 PAC PREMIER OPERATIONAL	155,675.01	19.68	0.00	0.00	0.00	155,694.69
10350 PAC PREMIER - CAPITAL	14,720.38	1.79	0.00	0.00	0.00	14,722.17
10400 HOB - USDA RESERVE	70,010.93	0.59	0.00	0.00	0.00	70,011.52
10456 CAMBRIDGE INV- W CAPITAL	0.00	0.38	151,532.63	562.50	0.00	150,970.51
10460 CAMBRIDGE INV- LIGHT CAP	151,873.69	0.00	0.00	0.00	151,532.63	341.06
<b>Total Fund</b>	<b>813,755.17</b>	<b>117,251.04</b>	<b>180,572.83</b>	<b>734.50</b>	<b>237,081.04</b>	<b>873,763.50</b>
60 SOLID WASTE DEPARTMENT						
10200 OPERATING CASH - PREMIER	45,408.19	4,516.86	0.00	0.00	1,927.19	47,997.86
10250 PAC PREMIER - PAYROLL	0.00	0.00	1,287.90	0.00	1,287.90	0.00
10340 PAC PREMIER OPERATIONAL	72,446.03	9.16	0.00	0.00	0.00	72,455.19
10350 PAC PREMIER - CAPITAL	22,915.19	2.79	0.00	0.00	0.00	22,917.98
<b>Total Fund</b>	<b>140,769.41</b>	<b>4,528.81</b>	<b>1,287.90</b>		<b>3,215.09</b>	<b>143,371.03</b>
71 PAYROLL CLEARING FUND						
10250 PAC PREMIER - PAYROLL	-794.99	0.00	68,067.66	68,067.66	0.00	-794.99
73 CLAIMS CLEARING FUND						

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 10/23

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10200 OPERATING CASH - PREMIER	33,981.60	0.00	235,934.66	218,104.11	0.00	51,812.15
10461 COMMUNITY BANK OF SANTA	0.00	0.00	3,415.00	3,415.00	0.00	0.00
<b>Total Fund</b>	<b>33,981.60</b>		<b>239,349.66</b>	<b>221,519.11</b>		<b>51,812.15</b>
<b>Totals</b>	<b>5,614,726.37</b>	<b>304,350.85</b>	<b>1,292,880.11</b>	<b>294,406.87</b>	<b>1,292,880.09</b>	<b>5,624,670.37</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**

10/31/2023

	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	4.45%	\$ 20,154.44	4.45%	\$ 896.87				\$ 20,154.44	1.6%
	JP Morgan Chase NA	CD	\$ 100.00	5.25%	\$ 138,000.00	5.25%	\$ 7,245.00	8/15/2028	628	8/15/2023	\$ 136,970.52	10.7%
	BMW Bank NA	CD	\$ 100.00	4.60%	\$ 200,000.00	4.60%	\$ 9,200.00	3/10/2028	35141	3/10/2028	\$ 193,686.00	15.6%
Lighting- Reserve	Qidpq MMKT	CASH	\$ 1.00	0.45%	\$ 3,819.01	0.45%	\$ 17.19				\$ 3,819.01	0.3%
	Morgan Stanley Bank NA	CD	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	32992	3/10/2028	\$ 147,373.50	11.7%
Wastewater- LT Mnt	Qidpq MMKT	CASH	\$ 1.00	0.45%	\$ 7,500.74	0.45%	\$ 33.75				\$ 7,500.74	0.6%
	Freddie Mac	AGCY	\$ 99.78	5.00%	\$ 300,000.00	5.05%	\$ 15,000.00	2/7/2028	N/A	3/8/2023	\$ 292,476.00	23.4%
Wastewater - Capital	Qidpq MMKT	CASH	\$ 1.00	0.45%	\$ 8,430.16	0.45%	\$ 37.94				\$ 8,430.16	0.7%
	BMO HARRIS BANK NA	CD	\$ 100.00	5.00%	\$ 200,000.00	5.00%	\$ 10,000.00	5/18/2028	16571	5/18/2023	\$ 196,704.00	15.6%
	MEDALLION BANK	CD	\$ 100.00	5.00%	\$ 103,000.00	5.00%	\$ 5,150.00	5/24/2028	57449	3/8/2023	\$ 101,309.77	8.0%
Water - Capital	Qidpq MMKT	CASH	\$ 1.00	4.45%	\$ 3,819.01	0.45%	\$ 169.95				\$ 3,819.01	0.3%
	Morgan Stanley Private Bk	CD	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	34221	3/10/2023	\$ 147,151.50	11.7%
<b>Total &amp; Average:</b>					<b>\$ 1,284,723.36</b>	<b>4.97%</b>	<b>\$ 62,900.70</b>				<b>\$ 1,259,394.65</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:

April 29, 2024

Kelly Dodds, General Manager SMCSD

Michelle Hido, Financial Officer SMCSD

**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 10.2**

**SUBJECT:** Authorize a Cost Recovery Agreement between Fire Recovery USA, LLC and the San Miguel Fire Department - RESOLUTION 2023-45 Tabled from September 28th Board Meeting (Recommend review and approve)

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

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**DISCUSSION:**

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

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

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**FISCAL IMPACT:**

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

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PREPARED BY: Scott Young

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## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of **November 16**, 2023 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **San Miguel Community Services District** (“Client”). The Company and Client are referred to herein individually as a “party” and collectively as the “parties.”

### RECITALS

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

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

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

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

### ARTICLE 1 ENGAGEMENT

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

### ARTICLE 2 REPRESENTATIONS AND WARRANTIES

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

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

**ARTICLE 3  
COMPANY STATUS AND QUALIFICATIONS**

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

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

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

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

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

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

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

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

**ARTICLE 4  
GENERAL RESPONSIBILITIES OF COMPANY**

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

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

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

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

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

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

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

## **ARTICLE 5 COMPENSATION OF COMPANY**

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

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

## **ARTICLE 6 OBLIGATIONS OF CLIENT**

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

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

## **ARTICLE 7 CLIENT AUTHORIZATION**

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

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

## **ARTICLE 8 TERMINATION OF AGREEMENT**

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

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

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

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



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

## **ARTICLE 9 PROPRIETARY RIGHTS**

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

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

## **ARTICLE 10 INDEMNIFICATION**

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

**ARTICLE 11  
GENERAL PROVISIONS**

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

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

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

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

If to the Company to:

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

with a copy to:

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

If to Client to:

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

with a copy to:

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

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

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

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

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

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

11.8. Arbitration:

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

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

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

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

*Signatures on following page:*

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

**COMPANY:**

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

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

Name: M. Craig Nagler

Title: Manager

**CLIENT:**

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

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

Name (printed): Scott Young

Title: Fire Chief

## **SCHEDULE A**

### **LIST OF COMPANY SERVICES**

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

## EXHIBIT A

### MITIGATION RATES

#### BASED ON PER HOUR

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

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

#### MOTOR VEHICLE INCIDENTS

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

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

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

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

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

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

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

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

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

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

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

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

## HAZMAT

### Level 1 - \$943.00

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

### Level 2 - \$3,369.00

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

### Level 3 – \$7,953.00

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

## FIRES

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

### Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

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

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

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

## ILLEGAL FIRES

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

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

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

## **WATER INCIDENTS**

### **Level 1**

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

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

### **Level 2**

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

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

### **Level 3**

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

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

### **Level 4**

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

## **BACK COUNTRY OR SPECIAL RESCUE**

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

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



**CHIEF RESPONSE**

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

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

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

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

**MITIGATION RATE NOTES**

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

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

**RESOLUTION NO. 2023-45**

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

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

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

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

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

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

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

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

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 16th day of November 2023.

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

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

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

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

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

Department  
Albany Fire Department  
Albion-Little River Fire Protection District  
Alturas Rural Fire Protection District  
Anderson Fire Protection District  
Arbuckle-College City Fire Protection District  
Arcata Fire Protection District  
Aromas Tri-County Fire Protection District  
Atwater City Fire Department  
Bishop Fire Department  
Blue Lake Fire Protection District  
Bridgeport Fire Protection District  
Burbank Paradise Fire District  
Carpinteria Summerland Fire Protection District  
City of Beverly Hills Fire Department  
City of Crescent City Fire Department  
City of La Mesa Fire Department  
City of Morgan Hill (CAL FIRE)  
City of Murrieta Fire and Rescue  
City of Oxnard Fire Department  
City of Pasadena Fire Department  
City of Selma Fire Department  
City of South Lake Tahoe Fire Department  
City of Willows Fire Department  
Collegeville Rural Fire Department  
Cordelia Fire Protection District  
Dorris Volunteer Fire Department  
Downriver Fire Company  
Doyle Fire Protection District  
Dummy Department 2  
Dunnigan Fire Protection District  
El Cajon Fire Department  
El Dorado County Fire District  
Escalon Consolidated Fire District  
Farmington Rural County FPD  
Fortuna Fire Protection District  
French Camp McKinley Fire District  
Gasquet Fire Department  
Georgetown Fire Protection District  
Gonzales Fire Department  
Hemet Fire Department  
Hopland Fire Protection District  
Hughson Fire Protection District  
Humboldt Fire Authority  
Hyampom Community Services District  
Kanawha Fire Protection District

Kelseyville Fire Protection District  
Kingsburg Fire Department  
Kirkwood Volunteer Fire Department  
La Verne Fire Department  
Lake County Fire Protection District  
Leggett Valley Fire Protection District  
Linden-Peters Rural County Fire Protection District  
Little Lake Fire Protection District  
Lompoc Fire Department  
Long Valley Fire Protection District  
Manteca Fire Department  
Marysville Fire Department  
Menlo Park Fire Protection District  
Modesto Fire Department  
Mokelumne Hill Fire Protection District  
Mokelumne Rural Fire District  
Montebello Fire Department  
Monterey County Regional Fire District  
Montezuma Fire Protection District  
Morongo Valley Fire Department  
National City Fire Department  
Nevada County Consolidated Fire District  
Newcastle Fire Protection District  
North County Fire Protection District  
North County Fire Protection District of Monterey County  
Oakdale Rural Fire Protection District  
Palm Springs Fire Department  
Penn Valley Fire Protection District  
Penryn Fire Protection District  
Piercy Fire Protection District  
Pioneer Fire Protection District  
Placer Hills Fire Protection District  
Redondo Beach Fire Department  
Redwood Coast Fire Protection District  
Redwood Valley Calpella Fire District  
Ripon Fire District  
River Delta Fire District  
Rodeo Hercules Fire Protection District  
Salida Fire Protection District  
San Diego Fire and Rescue #FD1  
San Miguel Community Services District Fire Department  
Santee Fire Department  
Sierra Valley Fire District  
South Coast Fire Protection District  
South Placer Fire District  
Southern Trinity Volunteer Fire Department  
Stanislaus Consolidated Fire Protection District

Sutter County Fire Department  
TEST  
Thornton Rural Fire Protection District  
Timber Cove Fire Protection Distrct  
Turlock Rural Fire Department  
Valley Center Fire Protection District  
Ventura City Fire Department  
Ventura City Fire Department Defensible Space Program  
Waterloo Morada Rural County Fire Protection District  
West Covina Fire Department  
West Plainfield Fire Department  
West Stanislaus Fire Protection District  
Willow Oak Fire Protection District  
Winterhaven Fire Protection District  
Woodbridge Fire Protection District  
ZCO\_FIRE & RESCUE Department #2

## Board of Directors Staff Report

November 16, 2023

AGENDA ITEM: 10.3

**SUBJECT:** Approve repairs to San Lawrence Terrace (SLT) Well equipment including related budget adjustment and transfer from capital reserve - RESOLUTION 2023-51 (Recommend review and approve)

---

**SUGGESTED ACTION:** Approve RESOLUTION 2023-51 authorizing a budget adjustment and fund transfer from capital reserve to operational cash for repairs to the SLT Well pump equipment.

---

### **DISCUSSION:**

The SLT Well experienced a failure which took it out of service. Aqua Engineering (Awalt and Sons) was contacted to pull the pump to assess the damage.

After assessing the damage, it was found that the motor and pump had failed due to repeated backspin. This was due to the lack of a check valve at the pump, this should have been installed initially but was not installed and after reviewing the as built plans does not appear that it was in the plans or specs to be installed. Additionally, after inspecting the 6" galvanized steel drop pipe that was installed initially, it was found the majority of the pipe was not fit to reinstall.

The situation was discussed several times with Awalt and Sons to determine a resolution, and to come to the best long-term solution for the pump, motor and drop pipe replacement. Since the original pump/motor combination was discontinued a stock pump/ motor combination was sourced that would allow the District to utilize the 120' of 4" Certilock that the District already had on hand, instead of purchasing 280' of drop pipe the District will only need to purchase 160' and the associated fittings. A considerable savings.

Had the District needed to purchase 280' of 6" Certilock it would not have been cost effective for the resulting benefit and the recommendation to replace the drop pipe with galvanized steel would have been brought forward here.

The cost for the replacement pump equipment is \$19,850 with an additional \$15,540 labor and equipment to pull and reinstall the pump equipment. Due to the well head being located in a building, removal and installation of the pump equipment requires the use of a crane.

Approval of resolution 2023-51 will authorize the General Manager to purchase the necessary equipment and hire Awalt and Sons to install the necessary equipment as well as authorize a budget adjustment and fund transfer for the work.

---

### **FISCAL IMPACT:**

Approval of this resolution will encumber \$35,390 of Water capital funds through the following budget adjustments.

Increase expense budget 50-518 Water Projects SLT in an amount of \$35,390

Increase revenue account 50-46050 (Transfer In) in an amount of \$35,390

Transfer \$35,390 from Water Capital Reserve to Water Operational cash

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**RESOLUTION NO. 2023-51**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING A BUDGET  
ADJUSTMENT AND TRANSFER FROM WATER CAPITAL RESERVE FOR REPLACEMENT  
OF PUMP EQUIPMENT AT THE SAN LAWRENCE TERRACE WELL.**

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

**WHEREAS**, the District operates and maintains the San Lawrence Terrace Well (SLT Well) potable water well within the District; and

**WHEREAS**, the SLT Well experienced a failure at the pump which requires replacement of pump equipment and piping; and

**WHEREAS**, a budget adjustment for the additional unanticipated cost and a transfer of Capital Water Funds to Water Operational Cash in an equal amount is necessary for the purchase of equipment and completion of repairs to the SLT Well.

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

1. The Board authorizes the General Manager to proceed as necessary to replace the pump equipment and piping necessary to repair the well.
2. The Board authorizes a FY 2023-24 Budget adjustment and fund transfer as follows:
  - Increase to Fund 50 - Expense Object 518 in the amount of \$35,390
  - Increase to Fund 50 - Revenue Account 46050 in the amount of \$35,390
3. The Board authorizes a transfer from Water Capital to Water Operational Cash in an amount up to \$35,390 based on the actual expenses incurred for this project.

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 16<sup>th</sup> day of November 2023.

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

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

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

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

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

**Board of Directors  
Staff Report**

November 16, 2023

**AGENDA ITEM: 10.4**

**SUBJECT: CONTINUATION OF DISCUSSION AND POTENTIAL ACTION REGARDING THE ADOPTION OF WATER RATES FROM SEPTEMBER 28TH 2023 BOARD MEETING**

Pursuant to Article XIII (D) of the California Constitution that San Miguel Community Services District is continuing the discussion regarding the protest ballots submitted and will consider taking action to update the rate structure and increase its rates for water services.

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**SUGGESTED ACTION:** Receive report from General Manager regarding protest verification and continue Board discussion and potential approval of water rate structure change and increase.

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**DISCUSSION:**

A Public Hearing was held on September 28th 2023 at which public testimony was heard, protests were received, and at the conclusion of receiving all public comment, the public hearing was closed. After the close of the public hearing the General Manager, in front of the Board and Public, counted the protests received. 538 protests were counted at the Board meeting and, following established procedure, Board President Smiley requested that the item be continued to the October 26th Board meeting in order for the protests to be verified prior to moving forward. A motion and second were received and the item was continued to the October 26th Board meeting.

As stated in the September 28th meeting, pursuant to Government Code section 53755 the threshold for a successful protest is 50% plus one of the existing property owners/ customers. This number is established as 453 protests.

Following the September 28th Board meeting, under the direction of the General Manager, the protests received were logged, inspected for the required information, per the notice supplied to customers and owners, and the provided information was verified against information available from San Miguel Community Service District water billing records as well as the County of San Luis Obispo Assessor records.

Protests were logged and classified into one of five categories: (1) accepted, (2) unable to verify, (3) incomplete, (4) duplicate, or (5) out of district.

Notifications mailed to customers and property owners required protests to contain the following information:

- a service address or Assessor Parcel Number (APN)
- customer or owner name
- statement that they oppose the water rate increase.
- signature of the customer or owner.

Category Descriptions:

**Accepted** –For a protest to be accepted, the required information must have been legible and able to be verified through District billing records or County of San Luis Obispo Assessor Records.

**Unable to Verify** – If a protest contained information that was not able to be verified through District or County records, or if the address or name were illegible, then it was marked as ‘*Unable to Verify.*’

**Incomplete** – If a protest was missing any of the required information, then the protest was marked as ‘*incomplete.*’

**Duplicate** – If multiple protests were received for the same service address or APN, then they were marked as ‘*duplicate.*’ Only one protest was accepted for each verified service address or APN.

**Out of District** – If a protest was received with a service address or APN which was outside the District water service area, then it was marked as ‘*out of district.*’

After all the protests were logged and categorized, they were reviewed, and verified by the General Manager. Of the original 538 protests, all were reviewed and the totals for the classification are as follows:

334 were classified as accepted

92 were classified as unable to verify

15 were classified as incomplete

83 were classified as duplicate

14 were classified as out of district

Additional information relating to 'unable to verify'.

- 12 of the “unable to verify” protests were ultimately covered by a protest submitted by the actual owner/customer. Most appear to be members of the same household (by family name) protesting in addition to the family-member owner.

Additional information relating to 'duplicates'

- 23 protests were true duplicates, meaning the same owner/customer submitted multiple protests. These do not appear to be instances where individual tenants protested in addition to the primary property owner/customer.
- 10 of the duplicates share a family name with the owner/customer who also submitted a validated protest. This could be categorized as “true duplicates” as well, as these do not appear to be tenants.

At this time the Board should continue Board deliberation and determine whether the proposed rate structure and rates are appropriate and take one of the following proposed actions;

- Approve the proposed structure and rates as presented in the presented financial plan, with initial implementation on November 16th or later.
- Approve the proposed structure with a lesser rate increase than is presented in the financial plan, with initial implementation on November 16th or later.
- Deny the proposed structure and rate increase.

### **Background information from prior meetings.**

During the June Board meeting several options were presented in order to provide adequate revenue for current and future district expenses necessary to continue to provide quality water to the District community. At that meeting the Board approved proceeding with 'Scenario 1' and starting the mandatory public hearing period as prescribed by Proposition 218.

Due to a clerical error, new notices were mailed extending the public hearing period from August 24th to September 28th 2023.

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

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

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

The proposed structure and rates are attached.

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

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**FISCAL IMPACT:**

Net increase in water revenue if the increase is passed.

Does not increase expenses without further Board action.

If the increase is not passed the District could experience budget shortfalls due to underfunded costs related to water service.

If the increase is not passed the District will not be able meet its obligation under current grants and loans. Potentially hindering the District's ability to secure additional grants and loans.

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PREPARED BY: Kelly Dodds

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# San Miguel CSD

## DRAFT Water Rate Study 2023

### Scenario 1: Baseline Recommendation



**June 12, 2023**



BARTLE WELLS ASSOCIATES  
Independent Public Finance Advisors

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

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

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

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

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

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

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

**Residential**

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

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

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

Draft

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

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

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



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

Draft

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

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

Draft

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

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

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

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

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

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

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

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

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

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

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

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

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

**Functional Allocation**

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

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

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

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





Board of Directors

President  
Rod Smiley

Vice President  
Raynette Gregory

Board Members  
Anthony Kalvans  
Owen Davis  
Berkley Baker

General Manager  
Kelly Dodds

Fire Chief  
Scott Young

Mission Statement

The San Miguel Community Services District was formed and remains committed to efficiently serving the community with fire protection, water, wastewater, streetlighting/landscaping and solid waste services in San Miguel

P.O. Box 180  
1765 Bonita Place  
San Miguel, CA 93451

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

Date: 10/12/2023

San Miguel Board of Directors

On September 28<sup>th</sup> 2023, at a regularly scheduled meeting of the San Miguel Community Service District Board of Directors, the Board held a Public Hearing to consider a potential water rate increase.

At the conclusion of the public hearing period, all the protest ballots that were presented prior to the close of the public hearing were counted by the General Manager in full view of the Board and Public. At the conclusion of the initial count, there were 538 protests collected, of which nine were collected by mail or dropped off at the District Office, and 529 were presented by Mr. Ashley Sangster during the protest hearing, neatly stacked in boxes. Additionally, as stated at the September 28<sup>th</sup> meeting, the threshold to meet the necessary 50% plus one, pursuant to Government Code section 53755, is 453 protests.

Following the Board Meeting, District staff were instructed by the General Manager on the handling and processing of the protest verification. Protests were to be logged and classified into one of five categories: (1) accepted, (2) unable to verify, (3) incomplete, (4) duplicate, or (5) out of district.

Notifications mailed to customers and property owners required protests to contain the following information:

- a service address or Assessor Parcel Number (APN)
- customer or owner name
- statement that they oppose the water rate increase.
- signature of the customer or owner.

Category Descriptions:

**Accepted** –For a protest to be accepted, the required information must have been legible and able to be verified through District billing records or County of San Luis Obispo Assessor Records.

**Unable to Verify** – If a protest contained information that was not able to be verified through District or County records, or if the address or name were illegible, then it was marked as ‘*Unable to Verify.*’

**Incomplete** – If a protest was missing any of the required information, then the protest was marked as ‘*incomplete.*’

**Duplicate** – If multiple protests were received for the same service address or APN, then they were marked as ‘*duplicate.*’ Only one protest was accepted for each verified service address or APN.

**Out of District** – If a protest was received with a service address or APN which was outside the District water service area, then it was marked as ‘*out of district.*’

After all the protests were logged and initially categorized, every protest was reviewed and confirmed by the General Manager and Board Clerk.

Through the verification process, the 538 protests were classified as follows:

- Accepted - 334
- Unable to Verify - 92
- Incomplete - 15
- Duplicate - 83
- Out of District – 14

Based on the threshold of 453 protests required to meet the 50% plus one, and having 334 accepted protests, the protest effort is 119 accepted protests short of this threshold. The Board, at its discretion, may move forward with discussion and or approval of a rate structure change and increase.

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Kelly Dodds, General Manager

RESOLUTION NO. 2023-40

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the San Miguel Community Services District at a special meeting held on the 16th day of November 2023; motioned by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon roll call was carried by the following vote of:

AYES:

NAYS:

ABSENT:

ABSTAIN:

**ATTEST:**

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

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

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

**APPROVED AS TO FORM:**

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

## EXHIBIT A

### Water Rate Schedule

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

**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 10.5**

**SUBJECT:** Adopt revisions to District water and wastewater Billing policy - RESOLUTION 2023-47 (Recommend review and approve)

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

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**DISCUSSION:**

Changes to the Billing Policy are contingent on the approval of the proposed rate structure. If the proposition 218 rate hearing and adoption fails, then this item should be tabled to an unidentified future meeting.

Approval of RESOLUTION 2023-47 will adopt and implement changes to the existing Billing Policy. The proposed revisions pertain to changes in the rate structure that are proposed in the proposition 218 hearing, predominantly removing language referring to the inclusion of water units within the flat rate fees.

No changes are proposed for specific wastewater sections at this time, those sections will be brought back as appropriate after the wastewater rate study is completed.

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**FISCAL IMPACT:**

Staff time to review and revise customer accounts to comply with policy changes.

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PREPARED BY: Kelly Dodds

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**San Miguel Utility Billing Policy**  
~~—October 2020~~**June September**  
**2023 Effective as of November 16<sup>th</sup>**  
**2023**

**Section 1. Policy Purpose and Application**

The Board of Directors adopts this policy to:

- a. Provide procedures for billing of varied occupancies based on the approved rate structure;
- b. Provide a fair and impartial procedure for customers to dispute fees assessed by the District;
- c. Establish a comprehensive policy for District billing practices and provide customers notice of their payment duties and obligations;
- d. Facilitate timely payment from District customers to meet the District's financial obligations;
- e. Ensure that customers that meet their obligation of timely payment do not bear the additional cost of those who do not;
- f. Establish enforcement mechanisms to obtain payment when a customer refuses to pay or cannot be found;
- g. Establish procedures for District customers to dispute the accuracy of any utility bill, late fee, or other enforcement mechanism used by the District for the collection of utility charges.

**Section 2. Payment Due**

Payment for services shall be due upon receipt and are deemed past due by the 14<sup>0</sup><sup>th</sup> of the following month. Accounts are subject to discontinuation of services, per Section 6 of this Policy, ~~60-60~~ days after the billing date shown on the bill ("Discontinuation of Services Amount Due After Date").<sup>1</sup>

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<sup>1</sup> This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.

### **Section 3: Late Fees**

- a. Payments received after the due date (Penalty Date) will be assessed a ten percent (10%) penalty of any unpaid balance, in compliance with California Government Code section 61115, subdivision (A)(3)(c). For every month a balance remains unpaid, the District will assess an additional one percent (1%) penalty for each month the balance remains unpaid. The additional 1% penalty each month is in addition to the initial ten percent (10%) penalty.
- b. The District will waive interest charges on a delinquent bills once every 12 months for a residential customer who can demonstrate to that his or her household income is below 200 percent of the federal poverty line.<sup>2</sup>
- c. Each customer shall be responsible for paying reasonable expenses of collection, including, but not limited to, attorney's fees and costs should it become necessary to use such measures to collect the charges on the customer's account.

### **Section 4 application of monthly water and wastewater rates based on occupancy**

#### a. Water Billing

##### i. Meters 1 1/2" and larger

All services with water meters 1 1/2" and larger in size, regardless of occupancy, will be considered commercial and charged according to the size of the meter in addition to the non-residential usage tier rates for actual usage. ~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 hundred cubic feet ("HCF"). Actual usage fees will apply after the initial 5 HCF.~~

##### ii. Meters 1" and smaller (single family)

All water meters 1" and smaller in size which serve single-family residences will be charged one (1) 1" meter fixed rate per separate residence and usage based on the Single-Family Residential Tier structure. ~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 HCF per separate residence. Actual usage fees will apply after the initial 5 HCF per separate residence.~~

~~-ADUs sharing a service with a single-familySingle-Family residence are not considered a separate residence and not billed a separate fixed rate.~~

~~-ADUs with separate services are considered Ssingle--Ffamily for the purposes of this policy.~~

##### iii. Meters 1" and smaller (multifamily)

All water meters 1" and smaller in size which serve properties with multi-family residential units will be charged one (1) 1" meter fixed rate per separate residential building and usage based on the Single-Family ~~-Tier~~Residential Tier structure.

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<sup>2</sup> This provision is a requirement of SB 998, and the District shall be compliant with this provision on or before April 1, 2020.



~~Within the initial fixed charge, which is indicated on the customer's water bill, the service will be granted 5 HCF per separate residential building within the fixed rate. Actual usage fees will apply after the initial 5 HCF per residential building.~~

iv. Meters 1" and smaller (commercial and mixed use)

All water meters 1" and smaller in size which serve properties with commercial or mixed-use occupancies will be classified as commercial and charged one (1) 1" meter fixed rate per separate building and usage based on the non-residential Tier structure. ~~The service will be granted 5 HCF per separate building within the fixed rate. Actual usage fees will apply the initial 5 units per building.~~

### Wastewater Billing

i. Single Family Residential

All water meters 1" and smaller in size that serve single-family residence(s) will be charged one (1) single family fixed charge per residence.

ii. Multifamily residential

All water meters 1" and smaller in size that serve multifamily dwelling units will be charged one (1) multifamily fixed charge per dwelling unit.

iii. Multiple Unit residential

Properties with multiple single-family residential buildings which are each 500 square feet or less in size and served by a single meter will be considered commercial in nature and charged one (1) commercial fixed charge and usage rate based on their volumetric strength as determined by the strength listing.

Properties with multiple single-family residential buildings which are each in excess of 500 square feet in size and served by a single meter will be considered single-family residences and be charged one (1) single family fixed charge per separate residence.

iv. Commercial and Mixed use

Commercial and mixed-use services will be charged one (1) commercial fixed charge per separate building and a usage rate based on their volumetric strength, as determined by the current strength listing adopted by board resolution.

The volumetric rate will be based on the predominant building usage based on square footage within the building. If a building has two occupancies of equal square footage within the building, then the usage rate will be the higher of the two.

### Section 5: Long term Suspension of service

- a. Upon written request to the District General Manager, a customer can request that their water and sewer service be suspended for a period of no less than six (6) months.

- b. A written request must be made at least 15 days prior to the requested suspension date indicating the reason for the suspension, date of shutoff, and date of restart. The written request must contain the name of a contact, and that person's contact information for the customer while they are out of the area or an alternate contact for someone able to make financial commitments on behalf of the current customer.
- c. If the customer is not the property owner, written authorization from the property owner must also be provided prior to approval of the suspension.
- d. In order to process the request for suspension the account must be paid in full at the time of suspension.
- e. Only one suspension will be allowed per year per account.
- f. On the day of the suspension the water meter will be turned off and locked.
- g. The District is not responsible for damage to piping or personal property past the water meter due to the long-term suspension of water and sewer service.
- h. If the service to be suspended also provide water to residential or commercial fire sprinklers, then the suspension of that service will cause the fire sprinklers to not work. The District is not responsible for damage to the building, fire sprinkler system, or any other property as a result of the water being turned off at the account holders request.

## **Section 6: Discontinuance of Service**

### ***Notice to Residential Owner***

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges.
- b. The District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;
    2. The amount of the delinquency;
    3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
    4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
    5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;

6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable); and
  7. The telephone number of a District employee who can provide additional information or institute arrangements for payment.
- c. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
  - d. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult residing at the residence by telephone, text or email at least 24 hours prior to the Discontinuation of Service Date.
  - e. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
  - f. Should a customer’s service be disconnected, at the time of disconnection a “Notice of Service Disconnection” will be posted via door hanger at that time.
  - g. Services shall not be disconnected pending an appeal, as outlined in Section 9 of this Policy below, or pending a request for relief, until the Board of Directors rules on the appeal.
  - h. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

***Notice to Landlord/Tenant Individual Meter***

For residential occupants receiving services through an individual meter in a detached single-family dwelling, a multi-unit residential structure, mobile home park, or a permanent residential structure in a labor camp, and the owner, manager, or operator is listed as the customer of record, and the District will provide notice to the residential occupant(s) that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least ten (10) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;

2. The amount of the delinquency;
  3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
  4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
  5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
  6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
  7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
  8. The date that the District will discontinue services; and
  9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account.
- b. If the District is unable collect the delinquent amount, or unable to contact the account holder or other responsible party the District shall deliver a “48-hour Disconnection Notice”, in the form of a door hanger placed at the service address, informing the delinquent customer that their service will be disconnected on a specified date if the account remains unpaid.
  - c. Once a 48-hour disconnection notice has been delivered, the District shall make a good faith effort to contact the account holder, property owner, or other responsible adult residing at the residence by telephone, text or email at least 24 hours prior to any termination of service.
  - d. If the District is unable to make contact with a responsible party, a 24-hour shut of notice will be delivered to the service address in the form of a door hanger, indicating the shut off reason, date, amount owed and approximate shut off time.
  - e. Should a customer’s service be disconnected, at the time of disconnection a “Notice of Service Disconnection” will be posted via door hanger at that time.
  - f. Services not disconnected prior to an appeal, as outlined in Section 9 of this Policy below, or request for relief shall not be disconnected until the Board of Directors rules on the appeal.
  - g. The Board of Directors has previously established a service disconnection and reconnection fee by resolution. The Board of Directors may amend the service disconnection and reconnection fee at any time by resolution.

***Notice to Landlord/Tenant Master Meter***

For residential occupants receiving services through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp, and the owner, manager, or operator is listed as the customer of record, provide notice to each residential unit that account is delinquent.

Prior to the Discontinuation of Services Date, the District will take the following steps:

- a. The District will make a good faith effort to contact the account holder or other responsible party by telephone, personal contact, and if possible, by text or email regarding the outstanding charges. Additionally, the District must provide notice to the customer of delinquency and pending termination at least fifteen (15) days prior to the Discontinuation of Services Date.
  - This notice must be sent by mail, postage prepaid to customer whom the service is billed.
  - This notice will include the following information:
    1. Name and address of the delinquent customer;
    2. The amount of the delinquency;
    3. Date by which payments or arrangements for payment is required to avoid discontinuation of service or charges;
    4. Procedure by which the customer may initiate a complaint or request an investigation concerning service or charges;
    5. Procedure by which the customer may request the implementation of a payment plan for the unpaid charges;
    6. Procedure for the customer to obtain information on the availability of financial assistance (including private, local, state, or federal sources, if applicable);
    7. The telephone number of a District employee who can provide additional information or institute arrangements for payment;
    8. The date that the District will discontinue services;
    9. Information that the residential occupants have the right to become customers of the public utility without being required to pay the amount due on the delinquent account; and
    10. Must specify, in plain language, what the residential occupants are required to do in order to prevent discontinuation of service, or to reestablish service; and
    11. The telephone number of a qualified legal services project, which has been recommended by the local county bar association.

***Notice to Elderly or Dependent Adult***

If a customer is 65 years of age or older, or a dependent adult, the following must apply:

- a. The District must provide an option to these customers for third-party notification services. For example, a qualified customer may designate his or her adult child as the designated third-party to be notified about a delinquent payment.

- b. The qualified customer shall make a request to designate a third-party to be notified on a form provided by the District and shall include the written consent of the designated third-party.
- c. The third-party notification does not obligate the third-party to pay the overdue charges, nor shall it prevent or delay the termination of services.
- d. If a qualified customer requests third-party notification, the District must attempt to notify the designated third-party to receive notification when the qualified customer's account is past due and subject to discontinuation of services.
- e. Notification shall include information on requirements to prevent discontinuation of services.

### ***Exceptions to Discontinuation of Services***

The District will not discontinue services in the following instances:

- a. On Saturday, Sunday, legal holiday, or hours during which business offices of the District's Utility Department are not open to the public;
- b. If the customer disputes the bill and during the pendency of an investigation into the customer's dispute or complaint, as outlined in Section 7 of this Policy;
- c. When the customer has been granted an extension of the period to pay the bill (however, termination may be applicable if the extension period expires);
- d. If the customer is compliant with an amortization agreement and the customer also keeps the account current as charges accrue in each subsequent billing period; and
- e. A licensed physician or surgeon has certified that termination of services will be life threatening to the customer, and the customer is financially unable to pay for service in the normal payment period, and the customer is willing to enter into an amortization agreement for all charges that the customer is unable to pay prior to delinquency.

### **Section 7: Request for Relief**

- a. Any customer of the District may file a written request with the General Manager disputing any fee or charge assessed by the District or water service disconnection within five (5) days of the fee becoming due or water service becoming disconnected. Time limitations prescribed by this subsection shall not apply within the first ninety (90) days of this policy's adoption.
- b. Within thirteen (13) days of submitting the request in writing, the customer may make a request for an extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment.
- c. The General Manager shall review all written requests for relief and either deny the request or grant the relief requested or a portion thereof. Factors for consideration shall include:
  - 1. Billing errors;

2. Faulty meter or a misread meter;
3. A water leak was present necessitating a leak adjustment;
4. Consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time; and
5. Any other factor deemed relevant by the General Manager.

### **Section 8: Request for Relief, leak adjustments**

- a. Any customer of the District may file a written request for a leak adjustment.
  - i. The written request must include the following information: account number, name on the account, date leak was fixed, cause of the leak, supporting information of the leak repair (receipts, pictures, etc.).
- b. To apply for a leak adjustment, the following conditions must be met:
  - i. The customer's account must be current, the customer must have taken immediate action to repair the leak once the leak was identified, and the customer must not have had any other leak adjustment within 12 months of the current request.
- c. If approved by the General Manager, the amount of the credit will be determined by subtracting the average of the previous 12 months' bills from the bill for the period in which the leak occurred and dividing that amount by two.

### **Section 9: Appeals**

- a. Any customer of the District who disputes the General Manager's final decision under section 7 and 8 of this policy, may appeal the decision by filing a "Notice of Appeal" no later than fifteen (15) days from the date of the General Manager's final decision. Appeals of the General Manager's decision shall be heard by the Board of Directors.
- b. No customer shall be entitled to a hearing before the Board of Directors without first requesting relief pursuant to Section 7 or Section 8.
- c. The Notice of Appeal shall set forth the basis for the appeal and all facts upon which the appeal is based.
- d. Within fifteen (15) days of receiving the Notice of Appeal, the General Manager shall notify the appellant of the time and place for the hearing. The General Manager shall provide notice of the hearing to the appellant no later than fourteen (14) days prior to the hearing.
- e. The customer may present evidence demonstrating that the utility bill is inaccurate, or the amount owed is improper. The General Manager may present evidence that demonstrates the accuracy of the utility bill and evidence that justifies the amount of the utility bill.
- f. The Board of Directors may affirm the amounts assessed by the General Manager, reduce any portion of the delinquent amount or penalties, or find that the imposition of the penalty is not warranted. When reducing the amount sought by the utility bill, the Board shall make a finding on the record that the reduction is in the public interest.

- g. The Board of Directors' decision shall be final, and outstanding balances shall be due immediately, unless otherwise extended by the Board of Directors.
- h. The Board of Directors, in its sole discretion, may refuse to hear an appeal and instead have the appeal heard by a neutral arbitrator. Costs of arbitration prescribed by this subsection shall be split evenly by the District and the customer.

**Section 10. Collection Via Tax Roll**

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

At the public hearing, the Board of Directors shall hear and consider any objections or protests to the report. At the conclusion of the public hearing, the Board of Directors may adopt or revise the charges and penalties prior to adopting the final report. The Board of Directors determination on each affected parcel and its determinations shall be final.

After the Board of Directors adopts the final report, the General Manager shall submit the final report to the County of San Luis Obispo Clerk Recorder on or before June 1<sup>st</sup> of each year, and the delinquent charges shall become an assessment against each affected parcel and collected in the same manner as property taxes.

**Section 11. Severability**

If any part of this policy, or the application thereof to any person or circumstance, is held invalid, the remainder of the policy, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the sections of this policy are severable.





**RESOLUTION NO. 2023-47**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT ADOPTING REVISIONS TO THE UTILITY  
BILLING POLICY**

**WHEREAS**, the San Miguel Community Services District (“District”) established governing policies and procedures for water and wastewater utility billing through resolution 2018-35 (“Policies”); and

**WHEREAS**, the District Board of Directors (“Board”) has determined that these governing policies and procedures should be established with formal processes to appeal a utility billing statement, and to allow the District to recover appropriate late fee charges through a public hearing; and

**WHEREAS**, thru regular review of District Policies and procedures it was determined that revisions were needed to the Utility Billing Policy to maintain currency and applicability with current practice; and

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Miguel Community Services District hereby approve and adopt the revised Utility Billing policy as shown as Exhibit “A” attached hereto.

**BE IT FURTHER RESOLVED**, this Resolution shall be in effect upon adoption of this resolution by the Board and remain in full force and effect until rescinded or replaced by a Board resolution or ordinance.

**PASSED AND ADOPTED** by the Board of Directors on a motion with amendments of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

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

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

# Board of Directors Staff Report

November 16, 2023

AGENDA ITEM: 10.6

**SUBJECT:** Discussion on priorities for Streetlighting and Landscaping Masterplan (Discuss and provide feedback to General Manager)

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**SUGGESTED ACTION:** Discuss priorities for a Streetlighting and Landscaping Masterplan

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## **DISCUSSION:**

The Board should discuss what it sees for the future of the Streetlighting and Landscaping (S&L) department. This will be used to develop the Masterplan for the Streetlighting and Landscaping department. This masterplan will be used to help guide department projects as well as to help ensure that developments are including elements that help the District achieve what is outlined in the masterplan.

Items for inclusion in a masterplan.

### Standards:

- In conjunction with SLO County Standards, identify a master list of hardy, low maintenance, and long life trees that will add value to the community.
- In conjunction with SLO County Public Works identify standards for landscaping, benches or other improvements to be installed in connection with traffic improvements, especially calming measures such as bulb-outs and road narrowing.
- Identify standards for streetlighting;
  - Decorative streetlighting standards and general areas of application
  - Standard streetlighting standards and general areas of application
  - Identify areas to exclude streetlighting to maintain the open night sky concept
  - Identify standards for streetlight installation for public safety
  - Standards for inclusion in developments

### Capital improvement projects:

- Installation of streetlights along the North River Road Bridge
- Installation of streetlights along the east side of Mission street from 10th street to 16th street
- Installation of streetlights along the west side of Mission Street from San Luis Obispo Street to 11th street and 14th street to 16th street
- Installation of streetlights in areas with known public safety issues.
- Installation of lighting at both gateway monuments
- Investigate the feasibility of installing trees and other landscaping on unused right of ways
  - For example: dead end at 15th and Rio Vista Pl, west side of Mission street south of Awalt and Sons across from Mission San Miguel, along the east side of Mission street between 11th and 14th street.

In consideration for this discussion the Board should consider what;

### S&L can do:

- Install and maintain streetlighting throughout the District
- Install and maintain landscaping throughout the District in the Public Road Right of Way and

other public property.

- Medians, shoulders, planter areas within the sidewalks etc.

S&L can NOT do:

- Install and maintain streetlighting or landscaping outside the District.
- Install and maintain Parks and Recreation facilities.
- Install and maintain facilities on private property or private roadway.
- Install and maintain hardscaping. (sidewalks or pathways)

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**FISCAL IMPACT:**

Actual cost depend on discussion and direction given.

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PREPARED BY: Kelly Dodds

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**Board of Directors  
Staff Report**

**November 16, 2023**

**AGENDA ITEM: 12.1**

**SUBJECT:**

Conference with Legal Counsel – Existing Litigation (Gov. Code, § 54956.9)

Case Name Unspecified: Disclosure would jeopardize service of process

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**SUGGESTED ACTION:** Direction to staff

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**DISCUSSION:**

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**FISCAL IMPACT:**

unknown

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**PREPARED BY:** Kelly Dodds

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