



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, November 15, 2018 - 2:00 PM

1000 Main Street Cambria, CA 93428

AGENDA

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at www.cambriacsd.org. The District Office hours are Monday - Thursday, and every other Friday from 9:00 a.m. through 4:00 p.m. Please call 805-927-6223 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session
- E. Agenda Review: Additions/Deletions

2. PUBLIC SAFETY (Estimated time 5 Minutes per item)

- A. Sheriff's Department Report
- B. CCSD Fire Chief's Report

3. PUBLIC COMMENT (Estimated time 30 minutes. At President's discretion additional comments may be heard at the end of the meeting.)

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the District Clerk.

4. CONSENT AGENDA (Estimated time: 15 Minutes)

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for

separate discussion and action after the consent calendar as a whole is acted upon.

- A. CONSIDERATION TO ADOPT THE OCTOBER 4, 2018 AND OCTOBER 11, 2018 SPECIAL MEETING MINUTES, OCTOBER 4, 2018 AND OCTOBER 11, 2018 ADJOURNED REGULAR MEETING MINUTES AND OCTOBER 25, 2018 REGULAR MEETING MINUTES
- B. CONSIDERATION OF ADOPTION OF RESOLUTION 32-2018 RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
- C. CONSIDERATION OF ADOPTION OF RESOLUTION 34-2018 REAPPOINTING KERMIT JOHANSSON TO THE PARKS, RECREATION AND OPEN SPACE COMMITTEE
- D. CONSIDERATION OF APPROVAL OF CONTRACT WITH APODACA PAVING FOR ROADWAY REPAIR
- E. CONSIDERATION OF ADOPTION OF RESOLUTION 36-2018 CORRECTING THE CCSD SALARY SCHEDULE

5. REGULAR BUSINESS (Estimated time: 15 Minutes per item)

- A. DISCUSSION AND CONSIDERATION OF APPROVAL OF A DEBT MANAGEMENT POLICY
- B. DISCUSSION AND CONSIDERATION OF APPROVAL OF RESOLUTION 35-2018 TO FINANCE THE PURCHASE OF A REPLACEMENT DUMP TRUCK FOR THE WATER DEPARTMENT
- C. DISCUSSION AND CONSIDERATION OF PROCESS FOR DECLARING STAGES OF WATER SHORTAGE EMERGENCIES
- D. DISCUSSION REGARDING AMENDING SECTION 8.04.110 OF THE CCSD MUNICIPAL CODE RELATING TO THE AFFORDABLE HOUSING PROGRAM AND PROVIDING DIRECTION TO STAFF

6. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- A. Board Member, Committee and Liaison Reports
 - i. President Report
 - ii. Jim Bahringer - Infrastructure Committee Report
 - iii. David Pierson - Finance Committee Report

7. MANAGER'S REPORT

- A. Acting General Manager's Report
- B. Finance Manager's Report

8. FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)

Requests from Board members to receive feedback, direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct staff to place a matter of business on a future agenda by majority vote.

9. ADJOURN TO CLOSED SESSION (Estimated time 60 Minutes)

- A. PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957.
Titles: Interim General Manager and General Manager.
- B. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Designated Representative: Timothy Carmel

Titles: Interim General Manager and General Manager.



Cambria CSD Fire Department

November 15, 2018 CCSD Board Meeting

October 2018

Prevention and Education

- 1 Residential rough/hydro inspection were completed
- 2 Fire final inspections
- 0 Residential site visits for building questions
- 7 Fire plan reviews
 - xxxx Burton Drive
 - 391 Weymouth Street
 - 2150 Main Street
 - 2570 Sherwood Drive
 - 355 Plymouth Street
 - 7200 Moonstone Beach Drive
 - 1241 Knollwood Drive
- 4 Engine company commercial fire and life safety inspections were conducted
- 6 Public education events
- 6 Residential smoke/carbon monoxide detectors were installed and or the batteries changed
- 2 Fire Engine and Station tours

Hydrants Maintenance & Testing

Date	Water Used	Hydrants Completed	Hours
2017	5,418	98	98
January - September	0	119	91
October	0	0	0
Total	5,418	217	189

Meetings and Affiliations

- SLO County Chiefs mtg October 3rd, 0900 Atascadero
- Coastal Incident Response Plan mtg October 3rd, 1300 Morro Bay
- Executive Chief Fire Officer training October 8th-11th, San Luis Obispo
- Chief Olson proclamation October 16th, 1700 San Luis Obispo
- Central Coast Fire Prevention Officers mtg October 18th, 0900 San Luis Obispo
- Executive Chief Fire Officer training October 22nd-25th, San Luis Obispo
- CCSD Board mtg October 25th, 1400 Cambria
- Fire Ad Hoc mtg October 30th, 1400 Cambria

Operations and News

- Training hours: 183.5 hours; training for the month of October was primarily focused on the following topics:
 - Ocean rescue, boat operations
 - Roper rescue, high angle/low angle
 - Forcible entry
 - Image Trends, data collection
 - Wildland, Interface Zone and mobile attack
- Season of Hope
 - Salvation Army
 - SLO Food Bank

Grant Updates

- HMGP DR-4382 – awaiting announcement
- AFG Radio Grant – awaiting announcement

Fire Statistics are attached for your review

CMB Fire Monthly Stats: Incidents

Categories	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	%
Fire	0	1	0	0	3	1	1	0	0	0			6
Hazardous Mat.	0	0	0	0	0	0	0	0	0	0			0
Medical	48	38	41	49	43	30	52	46	51	38			436
(local patients/percentage)	40/83.3%	29/76.3%	36/87.8%	44/90%	33/76.7%	21/70%	40/76.9%	38/82.6%	42/82.4%	data pending			323/81.2%
(non-local patients/percentage)	8/16.7%	9/23.7%	5/12.2%	5/10%	10/23.3%	9/30%	12/23.1%	8/17.4%	9/17.6%	data pending			75/18.8%
Ocean Rescue	0	0	0	3	0	0	0	0	1	0			4
Cliff Rescue	0	0	0	0	0	0	0	0	0	0			0
Vehicle TC	3	1	1	3	0	1	0	1	2	1			13
Hazardous Situations	5	7	9	4	5	2	1	5	1	0			39
Public Service Assist	17	21	18	17	6	12	19	20	20	11			161
False Alarms	15	14	16	9	5	24	16	17	12	16			144
Agency Assist	0	0	0	0	0	0	0	0	0	0			0
Mutual Aid	0	1	0	0	2	0	0	2	2	0			7
(Structure Fire)	0	0	0	0	0	0	0	0	0	0			0
(Vegetation Fire - In County)	0	0	0	0	0	0	0	0	2	0			2
(Ocean Rescue - In County)		0	0	0	0	0	0	0	0	0			0
(Cliff Rescue - In County)		1	0	0	2	0	0	1	0	0			4
(Vegetation Fire - Out of County)	0	0	0	0	0	0	0	1	0	0			1
Auto Aid	0	0	0	0	1	0	3	1	2	0			7
(Structure Fire)	0	0	0	0	0	0	0	0	0	0			0
(Vegetation Fire)	0	0	0	0	1	0	3	1	2	0			7
(Vehicle Accident)	0	0	0	0	0	0	0	0	0	0			0
Fire Investigations	0	1	0	0	3	1	1	0	0	0			6
Monthly Response Totals	85	83	84	79	68	70	93	91	88	65	0	0	806

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
Thursday, October 4, 2018 2:00 PM

1. OPENING

A. Call to Order

President Rice called the meeting to order at 2:00 p.m.

B. Pledge of Allegiance

President Rice led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present: Amanda Rice, Jim Bahringer, Harry Farmer, Aaron Wharton and David Pierson.

Staff present: Acting General Manager Monique Madrid, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, District Engineer Bob Gresens, Deputy District Clerk Haley Dodson and Management Analyst Melissa Bland.

2. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment: none.

3. HEARINGS AND APPEALS (Estimated time: 15 Minutes per item)

A. PUBLIC HEARING IN ACCORDANCE WITH THE REQUIREMENTS OF PROPOSITION 218 ON THE PROPOSED INCREASES TO WATER, SEWER AND SWF RATES AND CONSIDERATION OF ADOPTION OF RESOLUTION 27-2018 ESTABLISHING SAID RATE INCREASES

President Rice opened the public hearing.

Public Comment:
Carole Kreiss
Tina Dickason

President Rice closed the public hearing and recessed at 2:15 p.m. to allow the protest official, Pismo Beach City Clerk Erica Inderlied, to conduct a prima facia count, tabulate the protests if necessary, and determine if a majority protest exists.

President Rice called the meeting back to order at 3:18 p.m.

Ms. Madrid announced a preliminary count.

Ms. Inderlied addressed the Board and declared the prima facia count complete at 1,268 protests received, which is approximately 700 shy of the required 50%+1. She indicated that a full tabulation is not required.

Vice President Bahringer moved to adopt Resolution 27-2018 establishing water, SWF and sewer rates for the remainder of the current fiscal year and subsequent two fiscal years and put in place as soon as staff feels it can be implemented.

Director Pierson seconded the motion.

Vice President Bahringer asked to direct staff to implement new rates at the earliest administrative date and recognized that the protest count is not insignificant and that the funds should be used as discussed prior to the rate increase outlined and all major expenditures need to go through the infrastructure and finance committees.

Director Wharton stated the Board should listen to the Infrastructure Committee as far as prioritizing. Let's have a priority list out there so the District can save up for a project or know what how it can be spent.

Director Pierson stated the new software does allow for separating projects for accounting purposes. The District can be very transparent with the community as far as what projects are going into using the money and how the money is being used and accounted for. The new Finance Manager is going to be implementing that.

Director Farmer stated he totally understands how this community has been feeling. There's been no knowledge as to how money has been spent. This rate increase is not happening in a vacuum.

President Rice stated the District is still not meeting its goal with regard to communicating with the community.

Roll Call Vote:

Vice President Bahringer- Aye

Director Pierson- Aye

Director Wharton- Aye

Director Farmer- Aye

President Rice- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

4. FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)

There were no future agenda items.

5. ADJOURN

President Rice adjourned the meeting at 3:28 p.m.

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING MINUTES
Thursday, October 11, 2018 3:00 PM

1. OPENING

A. Call to Order

President Rice called the meeting to order at 3:00 p.m.

B. Pledge of Allegiance

President Rice led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present: Amanda Rice, Jim Bahringer, Harry Farmer, Aaron Wharton and David Pierson.

Staff present: Acting General Manager Monique Madrid and District Counsel Timothy Carmel.

2. PUBLIC COMMENT ON AGENDA ITEMS

None.

3. ADJOURN TO CLOSED SESSION (Estimated time 60 Minutes)

President Rice adjourned the meeting to closed session at 3:05 p.m.

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Pursuant to Government Code Section 54956.9 (d)(2) One potential case.

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS ADJOURNED REGULAR MEETING MINUTES
Thursday, October 4, 2018 12:00 PM

1. OPENING

A. Call to Order

President Rice called the meeting to order at 12:04 p.m.

B. Pledge of Allegiance

President Rice led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present: Amanda Rice, Jim Bahringer, Harry Farmer, Aaron Wharton and David Pierson.

Staff present: Acting General Manager Monique Madrid, District Counsel Timothy Carmel, Finance Manager Pamela Duffield, District Engineer Bob Gresens, Deputy District Clerk Haley Dodson and Management Analyst Melissa Bland.

D. Report from Closed Session

District Counsel reported that the Board discussed a separation agreement with Mr. Gruber and is moving forward with hiring an interim manager.

E. Agenda Review: Additions/Deletions

President Rice asked for any additions or deletions.

There were no additions or deletions.

President Rice announced Monique Madrid will be serving as Acting General Manager and Haley Dodson as District Clerk.

2. PUBLIC SAFETY (Estimated time 5 Minutes per item)

A. Sheriff's Department Report

Commander Manuelle introduced himself to the Board of Directors and stated that Commander Voге accepted a position in the Administration department. He provided a summary of recent activities in Cambria for the Sheriff's Department.

Director Farmer welcomed Commander Manuelle.

B. CCSD Fire Chief's Report

CCSD Fire Chief William Hollingsworth provided a report of recent activities in Cambria.

3. PUBLIC COMMENT (Estimated time 30 minutes. At President's discretion additional comments may be heard at the end of the meeting.)

Public Comment:
 Frank Demicco
 Tina Dickason
 Mike Lyons
 Mark Ober
 Dennis Perry
 Leslie Richards
 Ted Key

4. CONSENT AGENDA (Estimated time: 15 Minutes)

- A. CONSIDERATION TO ADOPT THE AUGUST 2018 EXPENDITURE REPORT
- B. CONSIDERATION TO ADOPT THE AUGUST 1, 2018 AND AUGUST 30, 2018 SPECIAL MEETING MINUTES AND AUGUST 23, 2018 REGULAR MEETING MINUTES
- C. CONSIDERATION OF ADOPTION OF RESOLUTION 29-2018 UPDATING THE ASSIGNMENT OF BANKING POWERS FOR CAMBRIA COMMUNITY SERVICES DISTRICT
- D. CONSIDERATION OF ADOPTION OF RESOLUTION 28-2018 REAPPOINTING JOYCE RENSHAW TO THE PARKS, RECREATION AND OPEN SPACE COMMISSION AND REAPPOINTING STANLEY COOPER AS AN ALTERNATE

President Rice asked for any items to be pulled.

No items were pulled.

Vice President Bahringer moved to approve the consent agenda. Director Pierson seconded the motion.

Public Comment:
 Tina Dickason

Roll Call Vote:

Vice President Bahringer- Aye
 Director Pierson- Aye
 Director Wharton- Aye
 Director Farmer- Aye
 President Rice- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

5. REGULAR BUSINESS (Estimated time: 15 Minutes per item)

- A. DISCUSS AND CONSIDER ESTABLISHING CRITERIA FOR THE DECLARATION OF A STAGE 3 WATER SHORTAGE EMERGENCY

Acting General Manager Monique Madrid introduced the item and turned it over to District Counsel who provided a brief summary of the item and stated this was discussed in July and is back to consider establishing criteria for a Stage 3 water shortage

emergency enabling use of the EWS. We don't have criteria in place. There has been confusion why we didn't use the stage 3 water condition contained in the Municipal Code. It's not intended for that purpose. District Counsel read an email from Bob Gresens and suggesting delaying the item until Mr. Gresens can attend.

The Board had an extensive discussion regarding this item.

Director Pierson moved to postpone any decision and ask staff to gather empirical data and factual data on those three criteria and bring back to the Board no later than March, so an informed decision on moving forward can be made.

Vice President Bahringer seconded the motion and suggested it be brought back no later than March with backup data.

Director Pierson accepted the amendment.

Public Comment:

Tina Dickason
Crosby Swartz
Leslie Richards
Ted Key
Karen Dean
Donn Howell
Frank Demicco
Dennis Perry

The Board adjourned the regular meeting at 1:52 p.m. The meeting will reconvene after the special meeting.

President Rice reconvened the adjourned regular meeting at 3:29 p.m.

Director Pierson recalled his previous motion and stated staff should go back and do more homework and set a date for a town hall workshop.

Vice President Bahringer moved that we proceed with direction as discussed to staff. The direction is in the October meeting an agenda item that clarifies the what, how, intent and involvement of whoever.

The Board reached consensus to bring this item back to the October meeting to clarify the what, how, intent and involvement of whoever.

B. CONSIDERATION OF APPROVAL TO APPLY FOR ASSISTANCE TO FIRE FIGHTERS GRANT PROGRAM FOR RADIO REPLACEMENT

Acting General Manager Madrid introduced the item and turned it over to Fire Chief Hollingsworth, who provided a brief summary of the item.

Vice President Bahringer moved to approve the unanimous assistance to Fire Fighters Grant Program for radio replacement.

Director Pierson seconded the motion.

Roll Call Vote:
 Vice President Bahringer- Aye
 Director Pierson- Aye
 Director Wharton- Aye
 Director Farmer- Aye
 President Rice- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

6. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

A. Board Member, Committee and Liaison Reports

Director Pierson stated he attended a joint CCHD and CCSD Ad Hoc committee meeting and Fire Safe Focus Group meeting.

Vice President Bahringer stated the Coastal Commission meeting went well. He attended the NCAC and Cambria Tourism Board meetings.

President Rice had a brief conversation with the President of the school board about rates.

Director Farmer attended the school board meeting and reported the district superintendent has been terminated and her last day of work will be January 2, 2019. He attended the Forest Committee meeting and a bilingual tour of the ranch occurred on Sunday. It was highly successful. The chipping has been done to upgrade trails.

Director Wharton has no report.

7. MANAGER REPORTS

A. General Manager's Report

Acting General Manager Madrid provided a brief summary of the General Manager's report.

Director Pierson asked Ms. Madrid to have new employees come to the meetings and introduce themselves. He suggested having Mr. Fredle and Ms. Gravender attend the next meeting.

Public Comment:
 Leslie Richards

B. Finance Manager's Report

Finance Manager Pamela Duffield provided a brief summary of the Finance Manager's report.

Public Comment:
 Donn Howell

8. FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)

Director Pierson moved to get more information on cutting and weed abatement, doing it more often and for taking over from Cal Fire the responsibility of doing so on developed lots. He believes it needs to be done by February.

President Rice seconded the motion.

Roll Call Vote:
 Director Pierson- Aye
 President Rice- Aye
 Vice President Bahringer- Nay
 Director Wharton- Aye
 Director Farmer- Aye

Motion Passed: 4-Ayes (Pierson, Rice, Farmer, Wharton), 1-Nay (Bahringer), 0-Absent

President Rice moved to have a discussion regarding writing a letter of support for a secondary emergency access road for the community.

Vice President Bahringer seconded the motion provided it's clear it's an endorsement, not a CCSD responsibility.

President Rice agreed.

Roll Call Vote:
 President Rice- Aye
 Vice President Bahringer- Aye
 Director Pierson- Aye
 Director Wharton- Aye
 Director Farmer- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

Director Farmer was recently contacted by John Ehlers, who requested the Board consider selling the pocket park at the end of Bridge Street and Center to the Cambria Historical Society and place the Schoolhouse there. He would like this on the agenda.

President Rice seconded the motion.

Director Wharton suggested Director Farmer contact Mr. Ehlers and have him attend a PROS meeting and present this item to them for consideration.

The Board reached consensus to have Director Farmer contact Mr. Ehlers and have him attend a PROS meeting and present this item to them for consideration.

9. ADJOURN TO CLOSED SESSION (Estimated time 60 Minutes)

President Rice adjourned the meeting to closed session at 4:30 p.m.

- A.** PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957. Titles:
Acting General Manager, Interim General Manager and General Manager.
- B.** CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Designated Representative: Timothy Carmel
Titles: Acting General Manager, Interim General Manager and General Manager.

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS ADJOURNED REGULAR MEETING MINUTES
Thursday, October 11, 2018 2:00 PM

1. OPENING

A. Call to Order

President Rice called the meeting to order at 2:00 p.m.

B. Pledge of Allegiance

President Rice led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present: Amanda Rice, Jim Bahringer, Harry Farmer, Aaron Wharton and David Pierson.

Staff present: Acting General Manager Monique Madrid and District Counsel Timothy Carmel.

2. PUBLIC COMMENT (Estimated time 30 minutes. At President's discretion additional comments may be heard at the end of the meeting.)

None.

3. ADJOURN TO CLOSED SESSION (Estimated time 60 Minutes)

President Rice adjourned the meeting to closed session at 2:05 p.m.

A. PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957. Titles: Acting General Manager, Interim General Manager and General Manager.

B. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Designated Representative: Timothy Carmel
Titles: Acting General Manager, Interim General Manager and General Manager.

CAMBRIA COMMUNITY SERVICES DISTRICT**BOARD OF DIRECTORS REGULAR MEETING MINUTES**

Thursday, October 25, 2018 2:00 PM

1. OPENING**A. Call to Order**

President Rice called the meeting to order at 2:03 p.m.

B. Pledge of Allegiance

President Rice led the Pledge of Allegiance.

C. Establishment of Quorum

A quorum was established.

Directors present: Amanda Rice, Jim Bahringer, Harry Farmer, Aaron Wharton and David Pierson.

Staff present: Acting General Manager Monique Madrid, District Counsel Timothy Carmel, Finance Manager Pamela Duffield and Deputy District Clerk Haley Dodson.

D. Report from Closed Session

District Counsel reported no formal action but that the Board discussed the recruiting of the general manager, interim and acting general manager positions and compensation associated with those positions.

E. Agenda Review: Additions/Deletions

President Rice asked for any additions or deletions.

There were no additions or deletions.

2. ACKNOWLEDGEMENTS**A. Introduction of New Employees**

Acting General Manager Madrid introduced Nancy Gravender, Michael Benedetti, Jason Vormbaum, Toni Artho, Jim Fredle and Jim Green to the Board of Directors.

3. PUBLIC SAFETY (Estimated time 5 Minutes per item)**A. Sheriff's Department Report**

Commander Manuelle provided a summary of recent activities in Cambria for the Sheriff's Department.

B. CCSD Fire Chief's Report

Captain Torlano provided a report of recent activities in Cambria.

4. PUBLIC COMMENT (Estimated time 30 minutes. At President's discretion additional comments may be heard at the end of the meeting.)

Public Comment:

Mike Lyons
Hank Dzukinos
Tina Dickason
Leslie Richards
Christine Heinrichs
Tony Church

5. CONSENT AGENDA (Estimated time: 15 Minutes)

- A.** CONSIDERATION TO ADOPT THE SEPTEMBER 2018 EXPENDITURE REPORT
- B.** CONSIDERATION TO ADOPT THE SEPTEMBER 12, 2018 AND SEPTEMBER 17, 2018 SPECIAL MEETING MINUTES AND SEPTEMBER 27, 2018 REGULAR MEETING MINUTES
- C.** CONSIDERATION OF ADOPTION OF RESOLUTION 31-2018 UPDATING THE ASSIGNMENT OF BANKING POWERS FOR CAMBRIA COMMUNITY SERVICES DISTRICT

President Rice asked for any items to be pulled.

No items were pulled.

Public Comment:

Donn Howell
Tina Dickason

Director Pierson moved to approve the consent agenda.

Vice President Bahringer seconded the motion.

Roll Call Vote:

Director Pierson- Aye
Vice President Bahringer- Aye
Director Wharton- Aye
Director Farmer- Aye
President Rice- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

6. REGULAR BUSINESS (Estimated time: 15 Minutes per item)

- A.** DISCUSSION AND CONSIDERATION OF ADOPTION OF RESOLUTION 30-2018 AMENDING THE DISTRICT SALARY SCHEDULE, INCLUDING ESTABLISHING A PAY SCHEDULE FOR THE POSITION OF ACTING GENERAL MANAGER AND APPROVAL OF ACTING GENERAL MANAGER EMPLOYMENT AGREEMENT WITH MONIQUE MADRID

District Counsel introduced the item and provided the Board with a brief summary.

Vice President Bahringer moved to approve Resolution 30-2018 amending the district salary schedule and to approve the acting general employee agreement with Ms. Madrid.

Director Wharton seconded the motion.

Roll Call Vote:

Vice President Bahringer- Aye

Director Wharton- Aye

Director Pierson- Aye

Director Farmer- Aye

President Rice- Aye

Motion Passed Unanimously: 5-Ayes, 0-Nays, 0-Absent

B. DISCUSSION AND CONSIDERATION OF A LETTER OF SUPPORT FOR DEVELOPING AN ALTERNATIVE EMERGENCY ACCESS ROUTE FOR CAMBRIA

Acting General Manager Madrid introduced the item and turned it over to Fire Chief Hollingsworth who provided a brief summary of the item.

Public Comment:

Don Canasta

Skip Moss

Jerry McKinnon

Hank Krzoiuk

Director Pierson indicated he would move to table the item and come back next month with an actual letter so the Board would know what it would and would not say, after District Counsel reviews it.

Director Wharton seconded the motion.

Vice President suggested tabling the item to wait for a concrete proposal that has passed through NCAC. He stated that it's outside CCSD area and authority and we really have to try and keep our nose to the grindstone.

Director Farmer would like to see a representative attend a meeting.

Director Pierson accepts tabling it until a substantial packet of information is received.

President Rice asked the Board for permission to contact BKS to get that accomplished and get someone to speak about the project.

The Board reached consensus for her to do so.

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

A. Board Member, Committee and Liaison Reports

- i. Board Member, Committee and Liaison Reports
- ii. President Report
- iii. Jim Bahringer - Infrastructure Committee Report

iv. David Pierson - Finance Committee Report

President Rice reported on speaking to Bruce Gibson and Charlie Grace regarding the hearing that happened at the Coastal Commission.

Director Pierson reported on the Finance Committee and the minutes are in the packet. He indicated they've been looking at policies. He also attended the joint CCSD and CCHD Ad Hoc committee meetings, and a VOAD meeting.

Vice President Bahringer reported on the Infrastructure Committee and discussed the CIP priority list.

Director Farmer attended the NCAC meeting. The healthcare building will be opening next to Chevron on December 1, 2018. Supervisor Gibson provided an update on the meeting in San Diego and mentioned that Cayucos requested two vacation rentals, and both were denied. There was a discussion on placing bike racks in Cambria. He attended the FHFRP and they completed erosion control projects.

The Board took a 10-minute break.

8. **MANAGER'S REPORT**

A. Acting General Manager's Report

President Rice called the meeting back to order at 3:36 p.m.

Acting General Manager Madrid thanked the Board and community for allowing her to be Acting General Manager and provided a brief summary of the General Manager's report.

B. Finance Manager's Report

Finance Manager Pamela Duffield provided a brief summary of the Finance Manager's report.

Public Comment:
Donn Howell

9. **FUTURE AGENDA ITEM(S) (Estimated time: 15 Minutes)**

Director Pierson requested an agenda item regarding the potential Regional Wastewater Treatment Plant including San Simeon, State Parks and CCSD and to have Supervisor Gibson come and give us his ideas, so our community is more informed.

President Rice stated when she spoke to San Simeon CSD General Manager Charlie Grace, the District was in flux and that our staff needs to contact the Regional Board to obtain more information.

Vice President Bahringer would support that.

Vice President Bahringer moved to have a substantial discussion on next month's agenda regarding the ability for the CCSD Municipal Code to be sync with the County's Code relating to affordable housing with the objective of putting it on as an ordinance change.

Director Pierson seconded the motion.

District Counsel stated this is an ordinance and it takes two meetings to accomplish. He believes it would be helpful to have a discussion first before bringing forth an ordinance.

Roll Call Vote:

Vice President Bahringer-Aye
 Director Pierson-Aye
 Director Wharton-Aye
 Director Farmer-Aye
 President Rice-Nay

The motion passed: 4-Ayes (Bahringer, Pierson, Wharton, Farmer), 1-Nay (Rice), 0-Absent

Director Pierson moved to discuss and possibly review Municipal Code 8.04.100 Paragraph B.1.A for revision.

President Rice seconded the motion.

Roll Call Vote:

Director Pierson-Aye
 President Rice-Aye
 Director Wharton-Aye
 Director Farmer-Aye
 Vice President Bahringer-Nay

The motion passed: 4-Ayes (Pierson, Rice, Wharton, Farmer), 1-Nay (Bahringer), 0-Absent

Director Farmer moved to have a water and wastewater rate reduction discussion for income challenged ratepayers by January.

Vice President Bahringer seconded the motion.

Roll Call Vote:

Director Farmer-Aye
 Vice President Bahringer-Aye
 Director Pierson-Aye
 Director Wharton-Aye
 President Rice-Aye

The motion passed unanimously: 5-Ayes, 0-Nays, 0-Absent

Vice President Bahringer moved to have a discussion to determine what stage the District is in using the old method and additional discussion on how to begin changing that definition in the future.

Director Pierson seconded the motion.

Roll Call Vote:

Vice President Bahringer-Aye
 Director Pierson-Aye
 Director Wharton-Aye
 Director Farmer-Aye

President Rice-Aye

The motion passed unanimously: 5-Ayes, 0-Nays, 0-Absent

10. ADJOURN TO CLOSED SESSION Closed Session shall be held at the District offices located at 1316 Tamsen Street, Cambria, CA. (Estimated time 60 Minutes)

President Rice adjourned the meeting to closed session at 4:18 p.m.

- A.** CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Designated Representative: Monique Madrid, Acting General Manager;
Employee Group: International Association of Fire Fighters (IAFF)
- B.** PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957.
Titles: Acting General Manager, Interim General Manager and General Manager.
- C.** CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Designated Representative: Timothy Carmel
Titles: Acting General Manager, Interim General Manager and General Manager.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.B.**

FROM: Monique Madrid, Acting General Manager

Meeting Date: November 15, 2018	Subject: CONSIDERATION OF ADOPTION OF RESOLUTION 32-2018 RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
---------------------------------	---

Recommendation:

Staff recommends that the Board consider adoption of Resolution 32-2018 ratifying the Memorandum of Understanding (MOU) between the CCSD and SEIU (Local 620.)

Fiscal Impact:

Ratification of the MOU will have no fiscal impacts.

A one (1) year term: November 15, 2018 – November 15, 2019

Section 3 A: Composition of Units:

Revise: Operations and Maintenance Unit
Wastewater Operator III

Section 7: Agency Shop:

Revise all language: This Article is no longer legally valid or allowed per the United States Supreme Country decision – Janus and SB 866, and is subject to a pending meet and confer and side letter; in the interim, the District will comply with Janus and SB 866.

Section 11: Non-Discrimination:

Revise paragraph A: The District and the Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.

Section 14: Working Out of Position:

Revise paragraph: Employees directed by their supervisor and assigned to work in a higher salary range position for 24 consecutive work hours, or more in any pay period shall be paid for the entire pay period they are required to work out of classification at step "A" on the salary range of the classification worked, or on that step which will give them a one-step increment increase over their regular rate of pay, whichever is greater. No out-of-position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

Section 15: Layoff and Reinstatement Policy:

Revise paragraph C: Reinstatement Policy: A former covered employee who has separated from his/her employment with the District in good standing may request

reinstatement to his/her previously held position with the District within three years (36 months) of such severance. Under these conditions, reinstatement may be granted by the General Manager, provided there is a vacancy in the previously held classification at the time of the request. If reinstatement is granted, the reinstated employee shall be assigned a new date of hire (the reinstatement date) for seniority purposes, and as allowed by law, shall have leave accruals established at the rates in place at the time of the termination in good standing. The health care reimbursement program shall be based upon the new hire date as defined in Article 30C. Such reinstated employee shall serve the typical probationary period for the classification filled through reinstatement.

Section 18: Overtime:

Revise first paragraph: Revise the first paragraph to read: In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered employees will receive overtime pay at a rate of 1.5 times the regular hourly rate of pay for all hours worked in addition to the assigned work schedule. Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40-hour week on the 9-80 work schedule. Excluding sick leave, paid leave time shall be considered time worked for the purpose of computing overtime hours.

Section 19: Compensatory Time:

Revise second paragraph: Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently, or extenuating circumstances warrant the General Manager to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the General Manager no later than June 15th of each year. In no event may CTO accrue more than the legally allowed 240 hours.

Section 21: After Hours Call-Back:

Revise first and second paragraph: Call back is defined as a non-exempt employee actually and physically returning to District facilities or a service location.

Call back does not include communications, including via text, email, and/or telephone call, that do not require the employee to physically return to District facilities or a service location. Such required work communications, excluding non-compensable de minimus time (six minutes or less, but not excluded if occurring between 10:00 pm and 6:00 am), are accounted for separately as time worked in log entries in increments of 15 minutes (for time worked between seven and fifteen minutes).

Each non-exempt employee who is called back to work after normal work hours, including on-call workers, shall be compensated for a maximum of 2 hours for all work actually performed during the 2-hour period. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour for hour basis. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate. This call-back section applies to call-back on regular work days or on week-ends and holidays.

Section 24: Sick Leave:

Revise paragraphs A and B:

- A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee will earn sick leave from the date of employment, at the rate of 3.70 hours per biweekly pay period (96 hours/year). Regular part-time employees shall receive sick leave pay on a pro rata basis according to hours worked. This does not apply to temporary employees. Unused sick leave may be accumulated without limit. Unit members may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.

B. Sick leave may be used for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such things as: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities which would negatively affect the employee's ability to return to work and to perform the duties assigned.

Section 26: Bereavement Leave: A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave is available for each incident, and shall be limited to 3 days (24 hours), where the death and service are within the State of California, and up to five days (40 hours) where the death or service is outside the State. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below and by law. The employee shall include their familial relationship to the deceased on their Personnel Action Form.

Section 27: Definition of Immediate Family for Bereavement Leave:
"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived, and as provided by law. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

Section 34: Sexual Harassment Policy: The Sexual Harassment Policy provided as Appendix D shall be the policy of the District only until the Policy is updated in the District Personnel Rules, at which time, Appendix D will sunset.

Section 35: Domestic Partners: Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

Section 41: Rates of Pay:
Revised first section: eliminated old schedule of pay increases.
Renumbered Longevity: eliminated letter B as it is the only portion remaining in the section.

Section 44: Term of Memorandum of Understanding: TERM OF MEMORANDUM OF UNDERSTANDING

The term of this M.O.U. shall be from November 15, 2018 through November 15, 2019. If either party requests modification or extension of the M.O.U. by August 15, 2019, then Meeting and Confering shall commence no later than September 15, 2019, to strive for such modification or extension. Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits

Section 47: District Policies and Procedures: Upon written notification by the District, SEIU agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

In addition to these sections, some of the Appendices were updated.

Appendix D will sunset once the CCSD adopts a revised policy set forth in the CCSD Personnel policies and Procedures.

Appendices F, G, and H were eliminated as they are old salary range charts.

Discussion:

Employee relations are important to the operations of the District. CCSD is very fortunate to have such dedicated, talented and hardworking employees. I would like to thank the CCSD employees and their Union Representative for another successful bargaining agreement. During the time we spent discussing the various matters, the SEIU members were receptive to the proposal by the CCSD for a one-year MOU and some legal updates to various sections of the MOU. The sections are referenced above for your consideration. I look forward to working with the SEIU members in the upcoming year.

Staff recommends the Board of Directors adopt Resolution 32-2018. The term of the MOU is for one year and will require the District to begin negotiations again in September, 2019.

Attachments: Resolution 32-2018
Exhibit "A" to Resolution 32-2018

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

RESOLUTION NO. 32-2018
November 15, 2018

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEE INTERNATIONAL UNION LOCAL 620

WHEREAS, the Board of Directors of the Cambria Community Services District entered into labor negotiations with the Service Employee International Union (SEIU) Local 620; and

WHEREAS, an agreement was reached between the CCSD and SEIU Local 620.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it does hereby ratify the Memorandum of Understanding between Cambria Community Services District and the Service Employee International Union (SEIU)/Local 620, with a term from November 15, 2018 through November 15, 2019, a copy of which is attached hereto as Exhibit "A," and authorizes its execution by the Acting General Manager.

PASSED AND ADOPTED THIS 15th day of November, 2018.

Amanda Rice
President, Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Deputy District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 620

MEMORANDUM OF UNDERSTANDING



November 15, 2018- November 15, 2019

TABLE OF CONTENTS
MEMORANDUM OF UNDERSTANDING
CCSD AND SEIU LOCAL 620

ARTICLE NUMBER	<i>Article Number Order</i> DESCRIPTION	PAGE
1.	Designation of the Parties	1
2.	Recognition	1
3.	Composition of Units.....	1
4.	Representation	1
5.	Union Stewards	2
6.	Use of District Facilities	2
7.	Agency Shop	2
8.	Management Rights Reserved	2
9.	Employees' Rights	3
10.	Union Rights	4
11.	Non-Discrimination	4
12.	Personnel Files.....	4
13.	Promotions, Applications, Applicants	4
14.	Working Out Of Position	5
15.	Layoff and Reinstatement Policy.....	5
16.	Grievance Procedure.....	5
17.	Hours of Work.....	6
18.	Overtime.....	7
19.	Compensatory Time	7
20.	Standby Pay	7
21.	After Hours Call-Back	8
22.	Holidays.....	8
23.	Vacation	9
24.	Sick Leave.....	10
25.	Family Medical Leave	12
26.	Bereavement Leave.....	12
27.	Definition of Immediate Family for Bereavement Leave	12
28.	Administrative Leave	13
29.	Jury Duty	13
30.	Allowances	13
31.	Health Benefits	15
32.	Dental Insurance	16
33.	Life Insurance.....	16
34.	Sexual Harassment Policy	17
35.	Domestic Partners	17
36.	Retirement.....	17
37.	State Disability Insurance	17
38.	Part-Time Employees	17
39.	Advancement In Salary.....	18
40.	Promotional Advances.....	18
41.	Rates of Pay	19
42.	Contract/Job Description Review	19
43.	Incorporation of Independent Documents	19

44. Term of Memorandum of Understanding 19
45. Video Display Terminal (VDT) Use 19
46. Contracting Out 20
47. District Policies and Procedures 20
48. Severability Clause 20



CAMBRIA COMMUNITY SERVICES DISTRICT AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 620
MEMORANDUM OF UNDERSTANDING
FOR THE PERIOD OF November 15, 2018-November 15, 2019

1. DESIGNATION OF THE PARTIES

This Memorandum of Understanding (M.O.U.) is made by and between the Cambria Community Services District, a Special District, hereinafter called the District, and the Service Employees International Union, AFL-CIO, CLC, Local 620, hereinafter called the Union.

2. RECOGNITION

The District recognizes the Union as the majority representative of employees in the Office Unit & Operations and Maintenance Unit, as described in Section 3 of this MOU, for the purpose of meeting and conferring regarding wages, hours, and other terms and conditions of employment.

3. COMPOSITION OF UNITS

The District constructed the below employee units, which exclude management and confidential classifications, based on an appropriate community of interests. The unit classifications, including appropriate supervisory employee classifications, are as follows:

OFFICE UNIT

Administrative Technician I, II, III and IV

OPERATIONS AND MAINTENANCE UNIT

Water Treatment Operator I, II, and III
Water Treatment Operator-in-Training
Wastewater Operator I, II, and III
Wastewater Operator-In-Training
Laboratory Technician
Maintenance Technician
Wastewater System Supervisor
Water System Supervisor

4. REPRESENTATION

- A. The District and the Union agree that Union Officers and Representatives shall be allowed to meet with District Representatives for the purpose of Meeting and Confering in good faith. If meetings occur during working hours, reasonable numbers of participating employees will receive reasonable time off without loss of compensation or any other benefit when formally Meeting and Confering with representatives of the District.
- B. The Union agrees to provide the District Employee Relations Officer with a list of Union Officers and Representatives who are authorized to Meet and Confer in good faith and to keep the list up to date.

- C. The District agrees that Union staff representatives shall be given access to working locations during hours of work to conduct grievance investigations. A staff representative is defined as a paid full-time or part-time employee of the union.

5. UNION STEWARDS

- A. The Union shall furnish the District Employee Relations Officer with a written list identifying by name and work location all regular and alternate stewards.
- B. One union steward shall be authorized when participating in the investigation and processing of a grievance to take a reasonable amount of District time without loss of compensation or benefits to perform these duties.

6. USE OF DISTRICT FACILITIES

- A. The parties agree that the Union shall have the right to use District bulletin board space allocated for Union literature and notices at the various work sites, but limited as provided by Article IV, Section 2, of Ordinance 6-86. (See Appendix A) This includes allowance of notices of Union meetings.
- B. Upon prior arrangement with the District Employee Relations Officer or designee the District shall provide a meeting room (if available) at no cost to the Union during non-working hours for the purpose of conducting meetings.

7. *This Article is no longer legally valid or allowed per the United States Supreme Court decision – Janus and SB 866, and is subject to a pending meet and confer and side letter; in the interim, the District will comply with Janus and SB 866.*

8. MANAGEMENT RIGHTS RESERVED

- A. Relegation of Management Rights - The District retains, solely and exclusively, all rights and authority of Management which have not been expressly abridged or limited by the various provisions of: (1) The Employer-Employee Relations Ordinance of Cambria Community Services District (Ordinance 6-86, as it now exists or may subsequently be amended); or of: (2) This Memorandum of Understanding.
- B. Specific Management Rights Reserved - The sole and exclusive rights and authority of Management, which are not abridged by this Memorandum of Understanding, shall include but shall not be limited to, the following:
1. Those rights stated in Article I, Section 5: District Rights of District Ordinance 6-86 (See Appendix B).
 2. The right to determine the existence or non-existence of facts that are the basis for management decision.
 3. The right to determine the nature, manner, and extent of services to be provided to the public, methods of financing, and types or equipment to be used.

4. The right to establish, continued, discontinue, or modify policies, practices, or procedures (subject to provisions of Meyers-Milias-Brown Act).
5. The right to determine, and to re-determine from time to time, the number, relocation, relocation and types of its operations, and the methods, processes and materials to be employed, including the right to introduce new or improved methods or facilities; to discontinue processes or operations or to discontinue their performance by employees; the right to contract for or subcontract any work or operations of the District; to determine the number of hours per day or per week operations shall be carried on, and the schedules thereof (subject to provisions of Meyers-Milias-Brown Act).
6. The right to select, determine and schedule the number and types of employees required.
7. The right to assign work to such employees in accordance with requirements determined by management consistent with provisions provided in District's Policy, Procedures & Rules.
8. The right to establish and change work schedules and assignments (subject to provisions of Meyers-Milias-Brown Act).
9. The right to transfer, reclassify, promote, or demote employees, or to layoff, terminate, or otherwise relieve employees from duty for lack of work or other lawful reasons; to determine the facts of lack of work.
10. The right to make and enforce safety rules and work rules for the maintenance of discipline, and to take disciplinary action.
11. The right to determine and exercise the procedures and standards of selection for employment and promotion.
12. The right to establish and enforce dress and grooming standards (see District Personnel Policy, Procedures & Rules, Sec. 11.1, No. 35, for example).
13. The right to determine the content and intent of job classifications.
14. The right to determine the style and/or types of District-issued wearing apparel, equipment or technology to be used.
15. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to Ordinance 6-86 or this Memorandum of Understanding (subject to provisions in Meyers-Milias-Brown Act).

9. EMPLOYEES' RIGHTS

Employees of the District shall have the rights specified in Article I, Section 4 of the District Ordinance 6-86 (See Appendix C).

10. UNION RIGHTS

- A. Leave for Union Business - The District will allow an employee to take leave for Union business if the General Manager determines that such leave will not be disruptive of District business. One employee per calendar year shall be designated to attend Union Board meetings. Such employee, with prior approval of the employee's supervisor, may attend Union Board meetings. District shall provide up to four (4) hours of regular straight time up to four (4) times per year.
- B. Names of Unit Members - The District will give the Union a list of names, classification and work location of unit members upon request by the Union. The District will not charge for the list.
- C. Agenda - The District will make available to the Union, in the same manner as to the public, the Agendas for District Board Meetings.

11. NON-DISCRIMINATION

- A. The District and the Union agree that the provisions of this agreement shall be applied equally to all employees without favor or discrimination because of race, religion, color, sex, age (40 and over), physical or mental disability, medical condition, genetic characteristics or information, marital status, sexual orientation, national origin, ancestry, military and veteran status, or any basis protected by law.
- B. The District and the Union agree that neither will unlawfully interfere, intimidate, restrain, coerce, or discriminate against any employee in his/her free choice to participate or not participate in union activities, or to join or not to join the Union.

12. PERSONNEL FILES

- A. Inspection of files: Material in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment will be made available for inspection by the person involved.
- B. Comments and review: When information of a derogatory nature is placed in his/her personnel file a unit member will be given notice and an opportunity to review and comment on that material. An employee will have the right to have his/her own written comments attached to any such derogatory statement, within a reasonable time after the item is placed in his/her personnel file.
- C. Authorization to examine files: A unit member shall have the right to authorize, in writing, a representative to examine his/her personnel files.

13. PROMOTIONS, APPLICATIONS AND APPLICANTS

See District's Personnel Policy, Procedures & Rules, Article 4 for Applications and Applicants and Article 10.2 for Promotions. Also see payment and compensation plan Article 4.3 Promotional Advancement.

14. WORKING OUT OF POSITION

Employees directed by their supervisor and assigned to work in a higher salary range position for 24 consecutive work hours, or more in any pay period shall be paid for the entire pay period they are required to work out of classification at step "A" on the salary range of the classification worked, or on that step which will give them a one step increment increase over their regular rate of pay, whichever is greater. No out-of-position assignment shall exceed nine hundred sixty (960) hours per fiscal year when the temporarily reassigned employee is providing coverage during recruitment to fill a vacant higher-level classification.

15. LAYOFF AND REINSTATEMENT POLICY

A. LAYOFF POLICY

When, in the judgment of the Board, it becomes necessary to make a reduction in the work force, said reduction shall be accomplished through attrition. If a reduction in the work force is necessary, layoffs shall be based on seniority within the classification targeted for elimination whenever possible. The District shall provide thirty (30) days written notice to the employee(s) affected. Employees subject to layoff shall be eligible to voluntarily demote to a lower classification based on seniority in the lower classification. Reinstatement from layoff shall be based on seniority in the classification where the vacancy occurs. Eligibility for reinstatement by an employee laid off shall be for a period of twenty-four (24) months from the date of the layoff.

B. BUMPING RIGHTS

When a covered employee accepts a promotion or reassignment within covered classifications and fails to successfully complete the probationary period for that new promotion or assignment, the affected employee shall have the right to return to the previously held classification, or its replacement if applicable, subject to seniority with the District, based on the employee's original date of hire.

C. REINSTATEMENT POLICY

A former covered employee who has separated from his/her employment with the District in good standing may request reinstatement to his/her previously held position with the District within three years (36 months) of such severance. Under these conditions, reinstatement may be granted by the General Manager, provided there is a vacancy in the previously held classification at the time of the request. If reinstatement is granted, the reinstated employee shall be assigned a new date of hire (the reinstatement date) for seniority purposes, and as allowed by law, shall have leave accruals established at the rates in place at the time of the termination in good standing. The health care reimbursement program shall be based upon the new hire date as defined in Article 30C. Such reinstated employee shall serve the typical probationary period for the classification filled through reinstatement.

16. GRIEVANCE PROCEDURE

- A. Purpose: It is the purpose of this Article to provide an avenue of communication through which an employee or groups of employees may have their complaint heard and decided in an orderly and fair manner. An employee or an employee group may be represented, by their exclusive representative, in their dealings with the District under this Article.

- B. Definition of Grievance: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:
1. The administration of the conditions of employment, including job description, salary, and benefits in force between the District and the employee.
 2. Working conditions within the control of the Manager, including the District's Policies, Procedures and Rules, and for which no other procedures for orderly solution of such complaints exist.
- C. Informal Discussion: Any employee, or group of employees, shall first discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's solution to the complaint, the grievance may be presented into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

1. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing to the Manager within five (5) working days of the informal discussion. Within ten (10) working days of receipt of such grievance, the Manager shall investigate and provide a written response to the grievance.
2. If, within five (5) working days of receipt of the Manager's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing to the Manager for a hearing before the District Board. The Manager, upon receipt of the written appeal to the Board shall schedule an executive closed session of the Board (unless the appellant requests in writing an open session). The session may be at the Board's next regular meeting, or at any time within 30 working days of the Manager's receipt of the written appeal to the Board. The employee may present his opinion and present facts to the Board and the Board shall hear District evidence and the recommendation of the Manager. The Board may continue the hearing if this is deemed necessary. The Board shall render its decision within thirty (30) working days from the close of the hearing. The Board's decision shall be final.
3. Refer to Appendix E for grievance form.

17. HOURS OF WORK

A. Work Schedule:

Covered employees shall be assigned to work 80 hours in each two-week payroll period on a 9-80 work schedule, consisting of eight work-days of nine hours each and one work day of 8 hours. Assignment of work days and scheduled days off under this schedule shall be at the discretion of the District.

B. Emergency Response:

In the event of a declared emergency, the General Manager or his/her designee shall have the authority to suspend all leave and cause all employees to return to duty.

C. Paydays:

Paydays shall be bi-weekly on alternate Fridays. If a payday falls on a holiday, paychecks will be issued the last workday prior to the designated payday.

18. OVERTIME

In addition to their regular time bi-weekly pay, which may include holiday pay or other paid leave, covered employees will receive overtime pay at a rate of 1.5 times the regular hourly rate of pay for all hours worked in addition to the assigned work schedule.

Overtime is defined as hours worked in excess of the regular daily work schedule or in excess of the assigned 40-hour week on the 9-80 work schedule. Excluding sick leave, paid leave time shall be considered time worked for the purpose of computing overtime hours.

If an employee works on a holiday, in addition to the straight time standard holiday pay, all actual hours worked on that holiday shall be compensated at the overtime rate of 1.5 times the actual hours worked.

Authorization for overtime work must be given in advance by the Department Head if the need for such overtime work can be anticipated during normal working hours. During evenings and weekends, the employee on stand-by duty is authorized to perform essential emergency work and to approve the overtime hours of one additional employee to assist when necessary. If more than one additional employee is needed to assist, then approval must be obtained from a supervisor or manager.

19. COMPENSATORY TIME

Definition: For purposes of this M.O.U., compensatory time off ("CTO") is time earned for overtime hours worked but not cashed out (as opposed to "paid leave time" which encompasses all paid leave categories including but not limited to CTO, Standard Holiday Pay, Float Holiday Pay, Vacation Leave, Sick Leave, Paid Administrative Leave, etc.)

Compensatory time balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently, or extenuating circumstances warrant the General Manager to authorize a carry-over amount not to exceed 40 hours upon request of an employee. Requests for carry-overs must be submitted in writing to the General Manager no later than June 15th of each year. In no event may CTO accrue more than the legally allowed 240 hours.

20. STANDBY PAY

Certain employees will be required to be on standby for rapid response to District operational problems or emergencies after hours, weekends or holidays. Such standby duty will normally be rotated among employees in a department, as determined by the Department Manager. Standby duty is normally assigned for one week at a time, thus requiring standby outside of duty hours on 5 weekdays plus standby on 2 week-end days.

Effective upon ratification, for each day's standby assignment an employee will be paid \$50.00 per day. The \$50.00 is a flat daily stipend and is not subject to overtime calculations.

This is in addition to the employee's pay for regular duty work schedule and is also in addition to any overtime actually worked. Thus, if an employee on standby must respond to a problem that results in time actually worked in excess of 40-hour week, the standby employee will be paid for the time actually worked at one and one-half times the regular rate. An employee on standby duty will be required to wear a pager and remain in the local area where the pager is active. The standby employee may pursue any personal activity that leaves him/her available to promptly respond to calls for response to operational problems or emergencies.

21. AFTER HOURS CALL-BACK

Call back is defined as a non-exempt employee actually and physically returning to District facilities or a service location.

Call back does not include communications, including via text, email, and/or telephone call, that do not require the employee to physically return to District facilities or a service location. Such required work communications, excluding non-compensable de minimus time (six minutes or less, but not excluded if occurring between 10:00 pm and 6:00 am), are accounted for separately as time worked in log entries in increments of 15 minutes (for time worked between seven and fifteen minutes).

Each non-exempt employee who is called back to work after normal work hours, including on-call workers, shall be compensated for a maximum of 2 hours for all work actually performed during the 2-hour period. If actual work exceeds 2 hours, then all time worked will be accounted for and paid on an hour for hour basis. If the time worked on call-back qualifies as overtime, then the hours worked will be compensated at one-and-one-half times the regular rate. This call-back section applies to call-back on regular work days or on week-ends and holidays.

22. HOLIDAYS

The following are the eleven standard paid holidays observed by this District:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day After Thanksgiving
President's Day	Columbus Day	Christmas Day
Memorial Day	Veterans Day	

In lieu of Lincoln's Birthday, Admissions Day and the half day for Christmas Eve/New Year's Eve, float holiday time shall be provided each employee employed by the District on July 1 of each year, provided the employee was employed continuously by the District

on or before the previous January 1st. Float holiday hours will be accrued on July 1st of each year based on the following chart:

Regular # of hours/day	Total # of Holiday Hrs/Yr		11 Std Holiday Hours/Yr		July 1 st Float Holiday Hours to Accrue
8	110		88		22
9	110		98		12
10	110		110		0
<i>Per Section 22 C – regular part time employees shall receive holiday pay on a pro rata basis:</i>					
4 hrs/day	55 hrs/yr		44 std hol hrs		11 float hrs
etc.					

- A. No employee, except an employee on paid leave, will be eligible for regular holiday pay unless he or she shall have worked the regularly scheduled shift preceding and following the designated holiday.
- B. Unless otherwise provided in this Article, when a holiday listed herein falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day listed, and when a holiday falls on a Saturday the preceding Friday shall be deemed to be the holiday in lieu of the day listed. If the holiday falls on an employee's Standard Day Off, the employee is to take the holiday on their regular scheduled work day either immediately preceding or following their Standard Day Off.
- C. Regular part-time employees shall receive holiday pay on a pro rata basis according to hours worked. This does not apply to temporary employees.
- D. The Friday after Thanksgiving is a standard paid holiday and is allotted 8 hours in the chart above. If your SDO (standard day off) is scheduled for that Friday, your SDO stays on that Friday, and you move the holiday to another day (see item B above) – in these instances: fill out a PAF, request an alternate day off, show 8 hours standard holiday pay on the alternate day off, and 1 hour float holiday pay (or other type of paid leave) if you are taking a 9 hour day off.
- E. Float Holiday balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

23. VACATION

Every full-time unit member shall earn paid vacation at the prescribed rate under 23A as part of his/her compensation. Unit members shall also earn vacation credit during any paid leave. Regular, non-temporary, part-time unit members accrue vacation time on a pro rata basis according to the percentage of full-time work assigned the position.

- A. Vacation shall be earned as follows:
- 1 through the end of the 5th year of service (60 months):
3.08 hours biweekly (80 hrs/yr)

- 5 through the end of the 10th year of service (120 months):
4.61 hours biweekly (120 hrs/yr)
- 10 through the end of the 15th year of service (180 months):
6.15 hours biweekly (160 hrs/yr)
- 15 years or more (180 months plus one day):
7.69 hours biweekly (200 hrs/yr)

24. SICK LEAVE

- A. Paid sick leave is available to all employees for all uses permitted by law as set forth in the District's Personnel Policies and Procedures.

Each full-time employee will earn sick leave from the date of employment, at the rate of 3.70 hours per biweekly pay period (96 hours/year). Regular part-time employees shall receive sick leave pay on a pro rata basis according to hours worked. This does not apply to temporary employees. Unused sick leave may be accumulated without limit. Unit members may use up to one-half of one year's annual accrual (e.g., 48 hours for full-time employees) for family sick leave purposes.

- B. Sick leave may be used for reasons provided by law as set forth in the District's Personnel Policies and Procedures, and such things as: personal illness or injury; required attendance of an employee upon a sick or injured spouse, child or other immediate family member residing with the employee; medical or dental appointments to the extent that such appointments cannot be scheduled outside the work day. An employee may be granted sick leave only in the case of actual sickness as defined herein. No employee who is on sick leave shall engage in work or other activities which would negatively affect the employee's ability to return to work and to perform the duties assigned.
- C. Sick Leave Requests. An employee requesting sick leave shall notify his/her immediate supervisor or the Department Head no later than one (1) hour before the time their work shift begins or immediately when taken ill during work hours. Failure to do so without good reason, as determined by the Administrative Services Officer, Department Head, or their designee, may result in that day of absence being treated as leave of absence without pay. The employee, or the employee's designee, will first attempt to personally notify the employee's immediate supervisor or Department Head before utilizing voicemail, e-mail, and/or text message to make the sick leave request.
- D. Physician's Certificate Requirements. In the event that an employee has requested or taken sick leave for three (3) or more workdays, the District may require the employee to immediately, or as soon as possible, provide a physician's certificate as to the illness or injury, duration, the treatment recommended for it, and/or an approval of the employee's intended return to work. However, the District may require such certification regarding sick leave use at any time, including when the District has reason to believe that sick leave is being abused. The General Manager or the General Manager's authorized representative may terminate or withhold said benefits if the employee fails to furnish satisfactory or non-falsified proof of illness or accident.

- E. Abuse of Sick Leave. An employee is subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined above, when they engage in work or other activities which negatively affect their ability to return to work, or when they furnish falsified proof of illness or accident.
- F. Excessive Use of Sick Leave. Excessive use of unprotected sick leave may be considered in establishing the performance rating. Unprotected sick leave is sick leave which is not used in connection with Family Sick Leave, a reasonable accommodation for a disability, or any other leave that is provided under the law for which sick leave may be used. Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy can negatively impact the performance of your job or affect others in the performance of their job. Examples of excess use may include whether an employee's sick leave use indicates a pattern of use on or around specific days of the week, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of the employee's job or of others.
- G. Upon termination of a full-time or regular part-time employee in good standing (i.e., resignation/retirement excluding disciplinary termination and resignation/retirement in lieu of disciplinary termination), he/she will be paid for 50% of accumulated but unused sick leave, up to a maximum accrual amount of 720 hours. Therefore, the maximum that will be paid is $50\% \times 720 = 360$ hours.
- H. Employees may voluntarily transfer up to forty (40) hours of unused sick leave per fiscal year in one (1) hour increments to a "sick leave bank" under the conditions established herein. The sick leave transfer shall be on an hour for hour basis and subject to the following conditions:
1. The employee donating the sick leave must have a minimum of eighty (80) hours of accrued sick leave available after the donation. No transfers of sick leave shall be allowed when the donating employee is terminated, separated or retires from the District within nine (9) months after the donation. All transfers to the "sick leave bank" shall be non-reversible and donations shall be processed on the District's Personnel Action Form in the same manner as any other leave request.
 2. Employees eligible to receive sick leave hours from the "sick leave bank" must have been employed by the District for a minimum of eighteen (18) months, have exhausted all paid leave and are suffering from a long term illness or injury that will result in the loss of work for a period of at least twenty consecutive (20) working days. These "sick leave bank" provisions shall extend to the required attendance of an employee for the care of a spouse, child or other immediate family member residing with the employee. The General Manager shall review, approve, modify or deny requests for use of the "sick leave bank" based on the employee requests and the criteria established in this Section.

3. Employees utilizing the "sick leave bank" may integrate these benefits with the provisions of Section 36 of this Memorandum of Understanding for State Disability Insurance, as well as Worker's Compensation, provided however, that the total compensation from these sources combined shall not exceed the employee's base salary.
4. The District reserves the right to request additional information on the nature of the injury or illness and/or require verification from a medical doctor regarding the diagnosis prior to making an eligibility determination.
5. The maximum sick leave available for use by an eligible employee during any twelve (12) month period shall be the lesser of 1056 hours or the amount of sick leave available in the "sick leave bank". Allocation of hours from the "sick leave bank" shall commence on the date that all other leave of the requesting employee is exhausted. Subsequent eligibility by additional employees for use of the "sick leave bank" shall result in the concurrent use of available hours in the "sick leave bank".

- I. Twenty four (24) hours of sick leave may be converted to vacation or pay if no sick leave is used by an employee during the calendar year provided that the employee was employed continuously from January 1st through December 31st. The employee must request the conversion during the month of January for the previous calendar year. Failure to request the conversion during January will result in ineligibility for conversion for the previous calendar year. All requests for conversion are non-reversible and shall require prior approval by the General Manager.

25. FAMILY MEDICAL LEAVE

Unit members shall be eligible for benefits under the California Family Rights Act or Federal Family Medical Leave Act pursuant to state and federal law. Leaves of absence will run concurrently with the CFRA or FMLA when applicable.

26. BEREAVEMENT LEAVE

A unit member shall be eligible for a temporary leave of absence without loss of salary, upon the death of any member of the immediate family. Such leave is available for each incident, and shall be limited to 3 days (24 hours), where the death and service are within the State of California, and up to five days (40 hours) where the death or service is outside the State. If bereavement leave has been exhausted, a covered employee may elect to use other paid leave including sick leave, if necessary, for this purpose. "Immediate family member" is defined below and by law. The employee shall include their familial relationship to the deceased on their Personnel Action Form.

27. DEFINITION OF IMMEDIATE FAMILY FOR BEREAVEMENT LEAVE

"Member(s) of Immediate Family" as used for Bereavement Leave only shall mean mother, father, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, guardian with whom employee has lived, and as provided by

law. The definition includes "In-Law" relationships in each case and "Step" relationships in the case of parents and children.

28. ADMINISTRATIVE LEAVE

Each Office Unit Employee with at least one (1) year of service with the District shall be credited with eighteen (18) hours of Administrative Leave annually. Administrative Leave shall be credited in July of each year provided the employee was employed continuously by the District on or before the previous January 1st.

Administrative Leave balances as of the first full pay period in June of each year shall automatically be converted to a cash payment to the employee on the last paycheck in June unless State or Federal regulations indicate differently.

29. JURY DUTY

Employees of the District who are called or required to serve as a trial juror upon notification and appropriate verification submitted to his/her supervisor shall be entitled to be absent from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call. The employee's normal pay shall be continued during jury duty. The employee shall turn over his/her jury duty pay to the District. Temporary employees shall not be paid during their absence from work on jury duty.

30. ALLOWANCES

- A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$150 payable in July of each year.
- B. Employees in the operations and maintenance unit shall receive an annual clothing allowance of \$250 payable in July of each year.

Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition. The employee shall replace worn or damaged clothing items at their own cost with the exception of coveralls or other job specialty clothing.

In addition, the District may, at its sole discretion following inspection of the previous year's clothing, provide the following articles of clothing once annually:

- 5 long sleeve shirts
- 5 short sleeve shirts
- 1 jacket
- plus hats as needed

Employees shall be required to wear these items while on duty.

- C. The District shall provide an on-going Training & Education Allowance for employees who have received recognized certifications and education above what is required for their job classification. Recognized certificates shall include but not be limited to State Department of Health Services (DHS) Operator Grades above Level II in Wastewater, Water and Laboratory; California Water Environment Association (CWEA), Collection Grades above Level II, American Water Works

Association (AWWA) Certifications, Associate of Arts/Science Degrees, Bachelors in Arts/Science Degrees, Spanish Language Certification and other related training and education from a certified institution approved by the General Manager. for certificates and/or degrees obtained after July 1, 1997. Such reimbursement shall be in accordance with the schedule identified below. In order to be eligible, the employee must have obtained the certificate and/or degree while employed by the District and has had prior approval from the General Manager that the training and/or education program qualifies under this allowance. An employee shall only be eligible for reimbursement in the fiscal year in which the training and/or education was completed. Such allowance is not cumulative and may not be carried over from one fiscal year to the next. The maximum allowance in any one fiscal year shall not exceed three hundred and fifty dollars (\$350.00) per employee.

The following allowances shall be allocated based on satisfactory completion of course work and/or receipt of the appropriate certification:

Water, Wastewater, Laboratory & Collection System Certificates:

Level III	\$100
Level IV	\$200
Level V	\$300
Associate of Arts/Science:	\$250
Bachelors of Arts/Science:	\$350
Spanish Language Classes above entry level:	\$100
AWWA and other programs approved by the General Manager:	\$100

- D. A maximum of five employees shall be selected on a voluntary basis by the General Manager for the Dive Team. The Dive Team's responsibility shall include, but not be limited to, research, monitoring and other activities related to the District's Desalination Intake and Outfall Facilities. The District General Manager shall determine the effective date of the establishment of the Dive Team based on progress associated with the Desalination Project. An approved list of equipment required by the District shall be established by the General Manager. The District shall reimburse the employee for all District required equipment, provided prior approval is first obtained from the General Manager. Commencing the first July 1, following two years after establishment of the Dive Team, the District shall provide an allowance of two hundred dollars (\$200.00) for diving equipment repair, maintenance and replacement. Upon separation or resignation by a Dive Team Member or discontinuance of the Dive Team for any reason, employees reimbursed for equipment shall either return the equipment to the District, or reimburse the District for the current value of the equipment. The current value of the equipment shall be based on the total purchase price less straight line depreciation of the equipment at 20% of total cost per year in service.
- E. Prescription Safety Glasses. The District agrees to provide each employee in the bargaining unit a maximum allowance of up to one-hundred fifty hundred dollars (\$150) per fiscal year for medically required prescription safety glasses. Employees will purchase approved prescription safety glasses from a vendor of their choice and submit a request for reimbursement. Upon reimbursement by the District, the employee shall maintain and wear such prescription safety glasses when performing

his/her duties with the District.

F. Bilingual Premium Pay.

- a. The District, in its discretion, may designate a certain number of bargaining unit employees who will be called upon to speak, translate, read or write in Spanish as part of his/her regular duties. Such circumstance(s) will not be interpreted as the employee working out of his/her classification.
- b. The General Manager, or his/her designee, within his/her discretion, will determine the number of employees assigned and which eligible employees will be offered and/or retain a bilingual designation.
- c. Eligible employees, as defined below, who receive a bilingual assignment will receive bilingual premium pay in the amount of twenty-five (\$25) dollars per pay period for all pay periods actually worked.
 - i. Employees must pass a proficiency test as determined appropriate by the District. The proficiency test may measure, among other skills, an employee's ability to communicate, read, or write, fluently, directly, and accurately in both English and Spanish.
 - ii. The District, in its discretion, may re-test employees' proficiency to determine continued eligibility for a bilingual designation.

31. HEALTH BENEFITS

- A. For all regular employees working full-time, the District will pay 85% of the premiums currently in effect for employee and dependent coverage for the lowest cost plan available to District employees offered through the PERS system (the Blue Shield Net Value HMO plan is currently the lowest cost health plan that is utilized). The District payment is inclusive of the PERS minimum health contribution (current amount). The balance of the total District contribution is a cafeteria like plan contribution. In the event an employee elects a higher cost coverage, the employee shall pay the increased cost for that plan. District premium payments apply to retirees and their dependents as applied to active employees and their dependents for employees/retirees hired before October 1, 2012.
- B. Employees hired after October 1, 2012 shall be eligible to receive retiree health contributions in an amount equal to the PERS minimum health contribution only.

C. HEALTH REIMBURSEMENT ACCOUNT

- (i) **Regular employees**, after completion of their probationary period shall be eligible for the Health Care Reimbursement Program. Eligible employees shall receive a credit of \$1300 in the approved program for eligible costs each January 1st. This program shall be administered by an approved third party provider and shall conform to all applicable laws, rules and regulations.

- (ii) **Probationary employees** shall become eligible for this benefit upon successful completion of their probation. The benefit is pro-rated for new employees and is not retroactive. It takes effect with the next full pay period after passing probation. Employer contributions are \$50 per pay period for the remaining periods in the calendar year after passing probation.

Promotional probationary employees are covered under paragraph (i) above.

- (iii) **Part-time employees** hired after July 1st 2006 are eligible for a pro-rated portion of the benefit. For example, half-time employees will be eligible for \$25 per pay period after successfully passing probation. Non-probationary, half-time employees are eligible for \$650 on January 1st. Full-time employees who convert to a part-time schedule will also have this benefit pro-rated based on their average hourly work schedule.
- (iv) **Retired Employees:** This benefit extends into retirement for employees who were hired before July 1st 2006. This benefit does not extend to the spouse of a retired employee. Employees hired on or after July 1st 2006 will not be eligible for this benefit after separation from the district whether through retirement, voluntary separation, or any other means.

- D. If, during the term of this MOU, the legal requirements of the Affordable Care Act have an impact on District rights and obligations regarding health benefits for District employees, the District shall have the right to reopen Article 30 – Health Benefits, in order to meet and confer over such impacts.

32. DENTAL INSURANCE

A Dental Insurance policy will be provided for each unit member and his/her dependents. The District shall pay 90% of the premiums for employee and dependent coverage for the lowest cost plan.

33. LIFE INSURANCE

A Group Life Insurance Plan will be provided with a \$25,000 life insurance policy for each unit member, a \$1,000 policy for each employee's spouse, and a \$1,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member spouse and dependent children.

At its discretion, the District may revise its Group Life Insurance Plan to provide a \$50,000 life insurance policy for each unit member, a \$5,000 policy for each employee's spouse, and, at the District's discretion, either a \$2,500 or \$5,000 policy for each employee dependent under the age of 21. The District will pay the full monthly premium for each unit member, spouse, and dependent children up to a maximum contribution of \$10.00 per month for employee only policy or a maximum contribution of \$12.00 per month for employee-family policy.

34. SEXUAL HARASSMENT POLICY

The Sexual Harassment Policy provided as Appendix D shall be the policy of the District only until the Policy is updated in the District Personnel Rules, at which time, Appendix D will sunset.

35. DOMESTIC PARTNERS

Domestic partners (as defined by Family Code Section 297 and registered with the State of California) shall be included as dependents and eligible for specific benefits as is legally required. By extending to an employee the specific benefits defined by this Article, the District does not intend to confer or imply any other unspecified benefits to such employee, or to the employee's domestic partner.

36. RETIREMENT

A. The District provides a Retirement Program for all regular employees working half-time or more. The Retirement Program may be provided through contract with the California Public Employees Retirement System (P.E.R.S.), as is currently provided and may be integrated with Federal Social Security Program, as is currently provided. The District shall provide the PERS 3% @ 60 retirement plan for covered employees hired prior to October 1, 2012, including single highest year computation and credit for unused sick leave. The District shall provide the PERS 2% @ 60 retirement plan for covered employees hired on or after October 1, 2012 up through December 31, 2012, including the 36 highest consecutive months' final compensation provision. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRA will be covered by the 2% @ 62 retirement plan and the 36 highest consecutive months' final compensation provision.

B. All employees shall pay 100% of the PERS employee contribution. Employees receiving the 3% @ 60 retirement plan currently pay the entire 8% employee contribution, and employees receiving the 2% @ 60 retirement plan currently pay the entire 7% employee contribution, as determined by statute and CalPERS. All covered employees hired on or after January 1, 2013 who are defined as "new members" under PEPRA will pay 50% of the total normal cost of the retirement benefit, as determined by CalPERS.

37. STATE DISABILITY INSURANCE (SDI)

The District shall provide for the integration of State Disability Insurance benefits with sick leave or vacation time on a pro rata basis. This procedure shall not allow the employee to receive more than he/she would have received if the employee were on duty, but shall allow the employee to receive a full salary for as long as his or her sick leave/ vacation reserves allow through integration.

38. PART-TIME EMPLOYEES

A. An average of under 20 hours per week will receive a pro-rata portion of vacation, sick leave and holiday pay only as recognized for new hires.

- B. An average of over 20 hours per week will receive a pro-rata portion of leave i.e., vacation, sick leave and holiday pay as recognized for new hires. No health benefits, PERS retirement if and when eligible for membership.
- C. An average of over 30 hours per week: will receive a pro-rata portion of health benefits, dental benefits, vacation, sick leave, and holiday, as recognized for new hires and PERS retirement in pro-rata portion.

39. ADVANCEMENT IN SALARY

The salary range as set forth for each position is divided into five (5) steps that shall be applied as follows. The ranges usually reflect approximately 5% between steps in the range.

- A. Normally a newly appointed employee is placed upon the "A" step (bottom step) of his/her salary range. However, upon determination of the Manager that the needs of the District service and the qualifications of the newly appointed employee warrant such placement, the employee may be started on any step of the salary range.
 - 1. Step Increases. Progression from one step of the salary range to the next shall be based upon a satisfactory written employee evaluation of the employee's performance by his/her Department Head, who shall make such recommendation to the Manager for concurrence. Progression from "A" step to "B" step will normally be at the satisfactory completion of the 12 month probationary period. If the probationary period is extended the initial step increase from "A" to "B" step will not be granted until the satisfactory completion of the extended probationary period. All other step increases ("B" to "C" step, and above) will be at one year intervals between steps, but only upon satisfactory performance review and merit increase recommendation by the employee's Department Head to the Manager, and the Manager's concurrence. (Note that a probationer who was initially appointed above the "A" step may satisfactorily complete probation in 12 months, but will not be eligible for merit step increase until one year from initial employment unless the General Manager determines that outstanding performance during probation warrants a merit increase at the completion of the probationary period).
- B. Positions are assigned to ranges as indicated in Appendices G – I, attached.

40. PROMOTIONAL ADVANCES

Whenever a full-time employee is promoted to a higher position in the District's service he/she will be placed on a step in the salary range of the new position which will approximately result in at least a 5% increase in pay compared to the employee's existing pay range. If the top of the new position's salary range ("E" step) does not allow such 5% improvement, then the promotion shall be made to the "E" step of the promotional position's range.

41. RATES OF PAY*Longevity Pay*

Upon completion of 10 years (120 months) of continuous employment with the CCSD, covered employees will receive a 5% increase in base salary.

Upon completion of 15 years (180 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in 7.5% overall increase).

Upon completion of 20 years (240 months) of continuous employment with the CCSD, covered employees will receive an additional 2.5% increase in base salary (resulting in a 10% overall longevity increase).

Qualification for each increase shall be based on a covered employee's original date of hire with the CCSD. Such increases shall be applied at whatever salary range and step the employee occupies after becoming eligible.

Employees hired on or after October 1, 2012 will not receive longevity pay.

42. CONTRACT/JOB DESCRIPTION REVIEW

District and Union have reviewed existing contract language and job descriptions of represented employees. Such review has resulted in modifications to the Contract and employee job descriptions.

43. INCORPORATION OF INDEPENDENT DOCUMENTS

Only those paragraphs of the District's Ordinance 6-86, the paragraphs of the District's Personnel Policy, Procedures and Rules and the paragraphs of the District's Payment and Compensation Plan which paragraphs are specifically referred to in this M.O.U. shall be considered part of this M.O.U..

44. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this M.O.U. shall be from November 15, 2018 through November 15, 2019. If either party requests modification or extension of the M.O.U. by August 15, 2019, then Meeting and Conferencing shall commence no later than September 15, 2019, to strive for such modification or extension. Provided, however, on mutual agreement of the parties, items subject to the meet and confer process may be opened for discussion with the exception of wages and retirement benefits.

45. VIDEO DISPLAY TERMINAL (VDT) USE

District shall provide special equipment, including special eyeglasses, training on the health hazards of VDT use and such other materials and equipment upon request of an employee and approval by the General Manager. The cost of such equipment and other materials may be apportioned if it is used both on and off the job. Employees shall be allowed periodic breaks as approved by their supervisor when working continuously on a VDT. The District will make a concerted effort to reduce or eliminate noise from office equipment within office space and budget limitations.

46. CONTRACTING OUT

The District will notify the Union thirty (30) days in advance of Board action if it intends to contract out the functions currently performed by employees within the unit. Upon request, the District will meet with the Union to explain the reason for the decision to contract out and to solicit Union views on the proposal. Nothing in this section shall be construed to limit the rights of the Board of Directors to contract outside work in its sole discretion.

47. DISTRICT POLICIES AND PROCEDURES

Upon written notification by the District, SEIU agrees to promptly meet and confer over proposed changes to the Personnel Policies and Procedures that significantly affect employee's wages, terms, and working conditions.

48. SEVERABILITY CLAUSE

If any article or section of this M.O.U. shall be found invalid or unlawful by reason of existing or subsequently enacted legislation or by judicial authority, all other articles or sections of this M.O.U. shall remain in full force and effect for the duration of this M.O.U.

IN WITNESS WHEREOF, the undersigned have signed this Memorandum of Understanding as of the date first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

By: Monique Madrid
Monique Madrid, Acting General Manager/Employee Relations Officer

SERVICES EMPLOYEES INTERNATIONAL UNION LOCAL 620

By: Darryl Scheck
Darryl Scheck, Field Representative

COMMITTEE MEMBERS

By: Delon Blackburn
Delon Blackburn

APPENDICES

- "A" ARTICLE IV, SECTION 2, OF ORDINANCE 6-86
(Employee Organization Activities/Use of District Resources)
- "B" ARTICLE I, SECTION 5, OF ORDINANCE 6-86
(District Rights)
- "C" ARTICLE I, SECTION 4, OF ORDINANCE 6-86
(Employee Rights)
- "D" SEXUAL HARASSMENT POLICY
(Adopted by Resolution 24-96, June 24, 1996 – sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)
- "E" EMPLOYEE GRIEVANCE FORM

APPENDIX A

Excerpt from ORDINANCE 6-86

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

... writing to the District Employee Relations Officer within fourteen (14) days of such change.

Section 2. Employee Organization Activities/Use of District Resources

Access to District work locations and the use of District paid. time, facilities, equipment and other resources by employee organizations and those representing them shall be authorized only to the extent provided for in the Memorandum of Understanding and/or administrative procedures and shall be limited to activities pertaining directly to employer-employee relationships and not such internal employee organization business as: soliciting membership, campaigning for office and organization meetings and election, and shall not interfere with the efficiencies, safety and security or normal conduct of the District operations.

ARTICLE V – MISCELLANEOUS PROVISIONS

Section 1. Construction

This Ordinance shall be administered and construed as follows:

- (a) Nothing in this Ordinance shall be construed to deny to any person, employee, organization, the District or any authorized official body or representative of the District, the rights, powers and authority granted by federal or state law;
- (b) This Ordinance shall be interpreted' so as to carry out its purposes as set forth in Article I. ...

APPENDIX B

Excerpt from ORDINANCE 6-86

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

Section 5. District Rights

The District retains, solely and exclusively, all rights of management which have not been expressly abridged or limited by the various provisions of this Ordinance or of a Memorandum of Understanding. The rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments, committees and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of District operations; determine the method, means and personnel by which District operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission and emergency; and exercise complete control and discretion over its organization and the technology of performing its work. The District shall reserve all other prerogatives and responsibilities normally inherent in management, provided the same are not contrary to this Ordinance.

Section 6. Procedural Guidelines

A. The District Employee Relations Officer, under direction of the Board of Directors, is responsible for implementation of this Ordinance, and the Board of Directors may establish such additional administrative procedures, rules and regulations as it deems necessary for ...

APPENDIX C

Excerpt from ORDINANCE 6-86

(5/27/04: Note: this sheet does not represent the complete Ordinance 6-86. The boxed section below is the only pertinent section for purposes of this MOU.)

... interest of the District to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or responsibly direct them or to adjust their grievance or effectively to recommend such action if the exercise of such authority is not merely routine or clerical in nature, but calls for the use of independent judgment.

(u) Valid election – means an election in which one choice receives the valid votes of more than fifty percent (50%) of the eligible voters in an appropriate unit.

Section 4. Employee Rights

Employees of the District shall have the right, subject to the regulations established by the Board of Directors, to join and participate in the activities of an organization of their own choice and be represented by an organization in their employment relations with the District.

Employees of the District shall also have the right to refuse to join or participate in the activities of employee organizations and have the right to represent themselves individually in their employment relations with the District.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the District or by any employee organization because of his/her exercise of these rights.

APPENDIX D

ADOPTED BY RESOLUTION 24-96, JUNE 24, 1996

CAMBRIA COMMUNITY SERVICES DISTRICT
 SEXUAL HARASSMENT POLICY – (Sunsets immediately upon adoption of revised policy set forth in District Personnel Policies and Procedures.)

Purpose. It is legally mandated by State and Federal laws that employees have a right to work in an environment that is free from all forms of discrimination, including sexual harassment. Sexual harassment is a form of discrimination that is prohibited by Title VII of the Civil Rights Act of 1964 and California Government Code Section 12940. Sexual harassment is a costly form of discrimination that can result in expensive litigation that may result in back pay or punitive damage awards, withdrawal of Federal support funds and/or other adverse actions. District employees have a grave responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance of the District's business and the maintenance of confidence of the people it serves. It is, therefore, the policy of the Cambria Community Services District that sexual harassment is unacceptable and will not be tolerated.

Definition. Sexual harassment is generally defined as unsolicited and unwelcomed sexual advances of a severe and/or pervasive nature, be they written, verbal, physical and/or visual, that usually occurs when:

1. Submission to that conduct or communication is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of that conduct or communication by an employee is used as a basis for employment decisions affecting the employee; or,
3. Such conduct or communication has the potential to affect an employee's work performance negatively and/or create an intimidating, hostile or otherwise offensive work environment.
4. Such conduct, whether blatant or subtle, that discriminates against a person solely because of that person's sex.

Definition Examples. Sexual harassment manifests itself in many forms. The following are a few examples of sexual harassment:

1. Written: sexually suggestive or obscene letters, notes or invitations
2. Verbal: sexually derogatory comments, slurs, jokes, remarks or epithets.
3. Visual: leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons or posters.
4. Physical: assault, attempted rape, impeding or blocking movement, or touching.

5. Other:
- a. Sexual advances which are unwanted (this may include situations which began as reciprocal attractions/ but later ceased to be reciprocal).
 - b. Persons in nontraditional work environments who are subjected to hazing (this may include being dared or asked to perform unsafe work practices, having tools and equipment stolen, etc.) if requests for sexual favors are not met.
 - c. Employment benefits affected in exchange for sexual favors (may include situations where an individual is treated less favorably because others have acquiesced to sexual advances).
 - d. Implying or actually withholding support for appointment, promotion transfer or change of assignment; or initiating a rejection on probation or adverse action; or suggesting that a poor performance report will be prepared if requests for sexual favors are not met.
 - e. Reprisals or threats after negative response to sexual advances.

Policy Publicizing. All employees shall be informed of the District's sexual harassment policy and complaint process prior to their need to know, and again when any complaint is filed. Also, said policy and complaint process shall be readily available to all employees and members of the general public utilizing the District's facilities and services.

1. All new employees shall be given a copy of the sexual harassment policy at the time of hiring and said policy's contents shall be discussed with said employee at that time by their Department Head or Supervisor.
2. An annual bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy. Said bulletin shall also include summaries of cases involving sexual harassment, including examples of back pay, punitive damages and personal financial liability of supervisors.
3. Within three (3) working days after any complaint has been filed in accordance with this policy, a bulletin shall be prepared and distributed to all employees reinforcing them of the District's sexual harassment policy.

Complaint Process. Any employee who believes they are the victim of sexual harassment may file a formal or informal confidential complaint without fear of reprisal or embarrassment.

1. An informal complaint is made verbally by the employee to his/her immediate supervisor. Although filing the complaint with said immediate supervisor is preferred, the employee is free to file his/her complaint with any supervisory employee.
2. A formal complaint is made in writing, using the "Employee Grievance Form," attached hereto as Exhibit "A," and made a part hereof. Said form should be submitted by the employee to his/her immediate supervisor. Although submitting the formal complaint with said immediate supervisor is preferred the employee is

free to submit his/her formal complaint with any supervisory employee, or with the President of the Board of Directors if the employee's immediate supervisor is the General Manager and the General Manager is unavailable or personally involved in said complaint.

Complaint Response Process. Any supervisory employee who receives a formal or informal sexual harassment complaint shall at all times maintain the confidentiality of the plaintiff and shall personally deliver said complaint Immediately and directly to the General Manager.

1. Within twenty-four (24) hours of the filing of a formal or informal complaint, even if it is withdrawn, an investigation shall be conducted by the General Manager.
2. A written record of any investigation of an alleged sexual harassment shall be maintained. Findings shall be kept by the General Manager.
3. All discussions resulting from said investigation shall be kept confidential.
4. The person initiating the complaint has the right to be accompanied by an advocate(s) when discussing alleged incidents. Said person shall be advised of this right prior to the commencement of such discussions.

Disciplinary Procedures and Sanctions. Upon conclusion of the investigation of an alleged sexual harassment, appropriate action shall be taken by the General Manager against the harasser where sexual harassment is found. Whatever punishment is meted out to the harasser shall be made known to the victim of the harassment.

1. Appropriate action shall be taken to remedy the victim's loss, if any, resulting from the harassment. Making the employee whole may involve reinstatement, back pay, promotion, etc.
2. Action taken to remedy a sexual harassment situation shall be done in a manner so as to protect potential future victims.
3. Employees complaining of sexual harassment shall be protected thereafter from any form of reprisal and/or retaliation.

APPENDIX E

EMPLOYEE GRIEVANCE FORM
CAMBRIA COMMUNITY SERVICES DISTRICT

Employee's Name: _____ Date: _____

Statement of grievance, including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted:

Circumstances involved:

Decision rendered by the Informal conference:

Specific remedy sought:



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.C.**

FROM: Monique Madrid, Acting General Manager
Haley Dodson, Deputy District Clerk

Meeting Date: November 15, 2018

Subject: CONSIDERATION OF ADOPTION OF
RESOLUTION 34-2018 REAPPOINTING
KERMIT JOHANSSON TO THE PARKS,
RECREATION AND OPEN SPACE
COMMISSION

RECOMMENDATIONS:

Staff recommends that the Board of Directors adopt Resolution 34-2018 reappointing Kermit Johansson to the Parks, Recreation and Open Space (PROS) Commission for the term commencing on October 23, 2018.

FISCAL IMPACT:

No new fiscal impacts have been identified by the recommended action.

DISCUSSION:

Section 7.08.010 of the CCSD Municipal Code provides for a PROS Commission. Commissioners are appointed by the Board of Directors and serve four-year terms and until they are replaced. Sections III. A and E of the PROS By-Laws provide as follows:

- A. The Commission shall consist of five members with full voting privileges. Commission shall interview applicants and forward recommendations on appointments for consideration by the Board of Directors. Commissioners shall be appointed by a majority vote of the Board of Directors.

- E. From the PROS recommended list of applicants, the CCSD Board of Directors may appoint up to three Alternate Commissioners who may substitute for absent members at the request of the Chair. Such Alternate Commissioners may participate in any PROS activities, as directed by the Commission Chair, but shall not have vote on matters of interest to the Commission unless serving in the place of a Regular Commission Member.

The PROS Commission held their regular meeting on November 6, 2018, at which they took action to recommend that the CCSD Board of Directors reappoint Kermit Johansson to the Commission.

Accordingly, the attached Resolution has been prepared for consideration by the Board of Directors to make the recommended appointment.

Attachment: K. Johansson's Application
PROS Appointment Schedule
Resolution 34-2018

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___RICE ___BAHRINGER ___FARMER ___WHARTON ___PIERSON___

CAMBRIA COMMUNITY SERVICES DISTRICT



PARKS, RECREATION AND OPEN SPACE COMMISSION

APPOINTMENT SCHEDULE

Adopted by the Board of Directors on 1/18/2018 and Revised on October 4, 2018 per Resolution 28-2018

Commissioner	Date Appointed	Term Expiration
Steve Kniffen - Chair	12/17/2015	12/31/2019
Kermit Johanssen	2/18/2016 (Appointed to Commissioner on 1/18/2018 to fill Unexpired Term of Stanley Cooper)	10/23/2018
Adolph Atencio	12/17/2015	12/31/2019
Joyce Renshaw	10/4/2018	10/4/2022
Tim Roche	10/23/2014	10/23/2018
Teri Lord-Alternate	2/18/2016	2/18/2020
Stanley Cooper-Alternate	10/4/2018	10/4/2022

Ex Officio Members	Date Appointed
Friends of the Fiscalini Ranch Preserve	2/1/10
Coast Unified School District	2/1/10

RESOLUTION NO. 34-2018
November 15, 2018

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
REAPPOINTING KERMIT JOHANSSON TO THE
PARKS, RECREATION AND OPEN SPACE COMMISSION

WHEREAS, Section 7.08.010 of the CCSD Municipal Code provides for a Parks, Recreation and Open Space (PROS) Commission, with commissioners who are appointed by the Board of Directors and who serve four-year terms and until they are replaced; and

WHEREAS, in accordance with the PROS By-Laws, the PROS Commission has recommended that the Board of Directors reappoint Kermit Johansson to the Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that it hereby reappoints Kermit Johansson to the Parks, Recreation and Open Space Commission.

PASSED AND ADOPTED THIS 15th day of November, 2018.

Amanda Rice, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Deputy District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.D.**FROM: Bob Gresens, District Engineer
Melissa Bland, Management Analyst

 Meeting Date: November 15, 2018 Subject: CONSIDERATION OF APPROVAL
OF CONTRACT WITH APODACA
PAVING FOR ROADWAY REPAIR

RECOMMENDATIONS:

Staff recommends that the Board of Directors approve the attached contract with Apodaca Paving for roadway repairs in the Happy Hill, Park Hill, Pine Knolls, and Lodge Hill areas of Cambria, in an amount not to exceed \$37,200, plus a maximum allowable change order contingency of no more than 4% (\$1,488.00), subject to the Acting General Manager's approval.

FISCAL IMPACT:

The cost for roadway repairs is an approved budget line item in the 2018/19 Budget. The budgeted amount for general Maintenance & Repair is \$115,000.00 and the contract with Apodaca Paving is in the amount of \$37,200, plus a maximum allowable change order contingency of no more than 4% (\$1,488.00), for a total of \$38,688.00.

DISCUSSION:

The CCSD holds a utility blanket encroachment permit (No. ENC20180409) with the County of San Luis Obispo ("SLO County") which allows Staff to perform pavement cutting for emergency repairs, service line upgrades, and other necessary maintenance without having to pull individual permits for each occurrence. Under this permit, the CCSD is required to restore pavement in accordance with Standard Permit Conditions in a timely manner. Because the CCSD does not have the equipment required to repair roadways with hot mix asphalt, per SLO County standards, pavement cutting from emergency work and system maintenance is temporarily patched with cold mix asphalt and later scheduled for permanent paving via a licensed and bonded contractor.

As set forth in the attached proposal from the contractor, Apodaca Paving has agreed to perform permanent hot mix asphalt paving in accordance with SLO County permit conditions at over 50 sites within the following Cambria areas:

- Happy Hill
- Park Hill
- Pine Knolls
- Lodge Hill

The CCSD has adopted the bidding procedures under The Uniform Public Construction Cost Accounting Act ("UPCCAA"). The UPCCAA provides that public projects of forty-five thousand dollars (\$45,000) or less may be performed by negotiated contract, or by purchase order. The

contract with Apodaca Paving, including change order contingencies, is in the amount of \$38,688.00.

Attachments:

- Short Form Public Works Contract for Roadway Paving
- Apodaca Paving Proposal and Project Description

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

SHORT FORM PUBLIC WORKS CONTRACT

PAVING IN HAPPY HILL, PARK HILL, PINE KNOLLS AND LODGE HILL AREAS

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and **APODACA PAVING**, hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto described in the project description hereto attached and as generally described hereinbelow (the "project" or "work"), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said project description are stipulated to be furnished by District, and to do everything required by this Contract and the said project description, and the requirements of the Engineer under them, to wit:

PROJECT DESCRIPTION: The Project consists of Paving in the Happy Hill, Park Hill, Pine Knolls and Lodge Hill areas as further set forth in Contractor's Proposal dated May 14, 2018 (the "Proposal"), which Proposal is attached hereto as Exhibit A and made a part of this Contract.

COMMENCEMENT OF WORK AND TIME LIMITS:

The Contractor shall commence Work on the Project as of _____ and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the District Engineer and wastewater plant staff at least one (1) day in advance.

ALL WORK MUST BE COMPLETED WITHIN 100 CALENDAR DAYS FROM ISSUANCE OF A NOTICE TO PROCEED BY THE DISTRICT.

PAYMENT SCHEDULE:

District shall pay Contractor in accordance with the provisions of the Proposal, in an amount not to exceed \$37,200.

A five percent (5%) retention shall be withheld from any partial payment requests.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the District to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the District.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

ARTICLE II. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said project description are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said project description and in accordance with the requirements of the District Engineer under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

ARTICLE III. District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the project description; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. the following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

- | | |
|--------------|--|
| <u> X </u> | 1. Statement of Prevailing Wages; |
| | 2. Bond for Faithful Performance; |
| <u> X </u> | 3. Bond for Materials and Laborers; |
| <u> X </u> | 4. Standard Specifications; |
| <u> X </u> | 5. Special Provisions; |
| | 6. Construction Specifications and Standard Details; |
| | Supplemental Conditions |

ARTICLE V. If checked above, Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to District and in the form prescribed by law.

ARTICLE VI. .Materials: Should any of the materials or equipment prove defective or should the work prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the drawings, typical details, and specifications, due to any of the above causes, all within twelve (12) months after date on which the work called for in this Contract is accepted by District, the undersigned agrees to reimburse District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any work necessary to make such replacement or repairs, or, upon demand by District, to replace any such materials and to repair said work completely without cost to District so that said work will function successfully as originally contemplated.

District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE VII. If Contractor should be adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should disregard laws, ordinances or the instructions of the Engineer, then District may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon Contractor and his surety (if applicable) of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, District shall immediately serve written notice thereof upon the surety (if applicable) and Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the District Engineer.

ARTICLE VIII. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify

and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

ARTICLE IX. Reserved.

ARTICLE X. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal (if one) therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE XI. Time is of the essence of this contract and failure to comply with this provision shall be a material breach of this contract.

ARTICLE XII. If any part of this contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XIII. Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.

ARTICLE XIV. Additional Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

CAMBRIA COMMUNITY SERVICES CONTRACTOR
DISTRICT

AMANDA RICE, Board President

Approved as to Content:

MONIQUE MADRID, Acting General
Manager

ATTEST:

HALEY DODSON, Deputy District Clerk

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, District Attorney

By: _____

Its:

Date:

EXHIBIT A CONTRACTOR'S PROPOSAL

"We are proud of our work."



Post Office Box 1
Grover Beach, California 93483
Phone (805) 489-1794 Fax (805) 489-9407
License No. 415318

DVBE and MB CERTIFIED #1331580
PROPOSAL and CONTRACT

Date: May 14, 2018

email: jbuhl@cambriacsd.org

TO: Jason Buhl

Telephone: 805-927-6227 Fax:

JOB ADDRESS: 2021 Rodeo Grounds Road, Cambria, Ca

DESCRIPTION:

HAPPY HILL AREA

- Take over asphalt @ 12 areas in approx..1,234 sf
- Grind and T-cut out asphalt
- Haul off spoils to Rodeo Grounds Road designated area
- Grade, re-compact
- Apply SSH1 Oil
- Pave 4" with Hot Mix asphalt

\$11,900.00

PARK HILL AREA

- Take over asphalt @ 18 areas in approx..890sf
- See above for work description

\$9,000.00

PINE KNOLLS AREA

- Take over asphalt @ 1 area in approx..33 sf
- See above for work description

\$800.00

LODGE HILL AREA

- Take asphalt @ 22 areas in approx..1,613 sf
- See above for work description

\$15,500.00

\$137,200

GRADING: Included

SQ.FT.: 2,157

BASE MATERIAL: None

HEADERS: None

A.C. PAVEMENT: 4"

SEAL: None

TACK: SSH1 Oil

Permits, testing, engineering (if any) are the owner's responsibility.

MISC.:

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

SEE ABOVE

Dollars \$ SEE

ABOVE

Price is good for thirty days from the above date. Contract to be paid upon completion, unless otherwise stated.

EXHIBIT A CONTRACTOR'S PROPOSAL

Interest on unpaid amounts over 30 days may be charged at 1.5% per month. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. Price on material is subject to change. Not responsible for any "bird baths" or puddles due to grade less than 2%. All agreements must be made in writing. If any legal action is necessary to enforce this agreement, reasonable attorney's fees may be collected by the prevailing party.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

CONTRACTORS' STATE LICENSE BOARD
1020 N Street, Sacramento, California 95814

Respectfully submitted,

By _____, Estimator
Post Office Box 1
Grover Beach, California 93483
(805) 489-1794

NOTICE UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL. IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date _____ Accepted: _____

Please Sign and Return One Copy

EXHIBIT B PROJECT DESCRIPTION**SCOPE OF WORK**

Hot Mix Patching to replace temporary cold patches from water service line repairs, maintenance, and upgrades. Patches are located near or in front of addresses listed below. All patches were located and marked by Jason Buhl (CCSD Water System Supervisor). The patches were measured to the white brackets painted on road, not the existing cold patches. All measurements are approximate. Per San Luis Obispo County Roads, all patches should be at least 3" thick.

Contractor will: take over asphalt in specified areas; grind and T-cut out asphalt; haul spoils to Rodeo Grounds Treatment Plant designated area; grade and recompact; apply SSh1 oil; pave with 4" hot mix asphalt.

Happy Hill Area:

300 Croyden (204 sf)
 Chelsea Lane
 (Four patches: 37.5 sf; 30 sf; 37 sf; 59.5 sf)
 5524 Sunbury (60 sf)
 515 Croyden (284 sf)
 424 Croyden (240 sf)
 407 Weymouth (39 sf)
 623 Warwick (21 sf)
 391 Weymouth (136 sf)
 287 Weymouth (84 sf)

Park Hill Area:

315 Bristol (30 sf)
 351 Bristol (100 sf)
 340 Bristol (Two patches: 25 sf; 25 sf)
 324 Hastings (48 sf)
 333 Hastings (20 sf)
 5451 Nottingham (88 sf)
 277 Worcester (35 sf)
 5253 Whitehall (Two patches: 117 sf; 42 sf)
 5300 Plymouth (30 sf)
 340 Plymouth (Two patches: 22 sf; 20 sf)
 445 Pembroke (130 sf)
 270 Lancaster (20 sf)
 555 Cambridge (48 sf)
 393 Pembroke (88 sf)

Pine Knolls Area:

1198 Pinewood (33 sf)

Lodge Hill Area:

1434 Ellis (18 sf)
 *2974 Burton (Two patches: 53 sf; 58 sf)
 *2760 Ardath (23 sf)
 2718 Newton (141 sf)
 1744 Hudson (Two patches: 22 sf; 32 sf)
 789 Drake (34 sf)
 1912 Pierce (66 sf)
 2300 Adams (33 sf)
 Intersection of Randall & St James (380 sf)
 2130 Wilton (73 sf)
 1997 Wilton (23 sf)
 1755 Newhall (43 sf)
 2010 Pineridge (205 sf)
 1909 Pineridge (62 sf)
 1596 St. James (175 sf)
 1250 Kenneth (30 sf)
 1961 Oxford (25 sf)
 3031 Wood (65 sf)
 2240 McCabe (20 sf)
 1951 Pierce (32 sf)

*Traffic control recommended

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 4.E.

FROM: Monique Madrid, Acting General Manager
Pamela Duffield, Finance Manager

Meeting Date: November 15, 2018

Subject: CONSIDERATION OF ADOPTION OF
RESOLUTION 36-2018 CORRECTING
THE CCSD SALARY SCHEDULE

RECOMMENDATIONS:

Staff recommends that the Board of Directors adopt Resolution 36-2018, which corrects an error contained in the CCSD salary schedule adopted on October 25, 2018.

FISCAL IMPACT:

There is no financial impact to this action.

BACKGROUND:

On October 25, 2018, the Board adopted an updated salary schedule through Resolution 30-2018; however, the salary ranges for Wastewater Systems Operator III, Wastewater & Water Supervisors & SWF CPO were adjusted in error. Resolution 36-2018 corrects that mistake by aligning each salary step with the adopted SEIU MOU 2015-2018 and the Adopted FY 2018/19 budget. In addition, the District Engineer and Fire Chief, previously combined, are now listed separately for publication purposes.

Staff recommends that the Board adopt the attached Resolution 36-2018 correcting the CCSD salary schedule.

Attachments: Resolution 36-2018
Exhibit A to Resolution 36-2018

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

RESOLUTION 36-2018
NOVEMBER 15, 2018

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE DISTRICT'S SALARY SCHEDULE

WHEREAS, the Board of Directors adopted a revised salary schedule on October 25, 2018; and

WHEREAS, said salary schedule contained clerical errors in the stated salaries for WasteWater Systems Operator III and WasteWater & Water Supervisors & SWF CPO; and

WHEREAS, it is appropriate and necessary to correct those errors to ensure that the District's salary schedule is accurate; and

WHEREAS, the CCSD's Salary Schedule should be amended to reflect those corrections.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the revised Cambria Community Services District Salary Schedule, attached hereto as Exhibit A and incorporated herein, is hereby approved.

Resolution 36-2018 was adopted at a Regular Meeting of the Cambria Community Services District on November 15, 2018.

Amanda Rice
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Deputy District Clerk

Timothy J. Carmel
District Counsel

**Exhibit A to Resolution 36-2018
CAMBRIA COMMUNITY SERVICES DISTRICT**

SALARY SCHEDULE

FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019

CORRECTED NOVEMBER 5, 2018

POSITION TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	10 YEARS	15 YEARS	20 YEARS
						SERVICE	SERVICE	SERVICE
						STEP E+5%)	STEP E+7.5%)	STEP E+10%)
SERVICE EMPLOYEES INTERNATIONAL UNION (ANNUAL AMOUNTS)								
Administrative Technician I	41,966	44,064	46,268	48,581	51,010	53,561	54,836	56,111
Water Treatment OIT	44,333	46,550	48,877	51,321	53,887	56,581	57,928	59,276
Maintenance Technician	44,555	46,782	49,121	51,577	54,156	56,864	58,218	59,572
Water Treatment Operator I	46,368	48,687	51,121	53,677	56,361	59,179	60,588	61,997
WasteWater Systems OIT	48,983	51,432	54,004	56,704	59,539	62,516	64,005	65,493
Administrative Technician II	49,970	52,469	55,092	57,847	60,739	63,776	65,295	66,813
WasteWater Systems Operator I	51,488	54,063	56,766	59,604	62,584	65,713	67,278	68,843
Water Treatment Operator II	52,526	55,152	57,910	60,805	63,845	67,038	68,634	70,230
Laboratory Technician	56,889	59,734	62,720	65,856	69,149	72,607	74,335	76,064
WasteWater Systems Operator II	58,035	60,937	63,984	67,183	70,542	74,070	75,833	77,597
Water Systems Operator T3/D2	59,501	62,476	65,600	68,880	72,324	75,940	77,748	79,556
Administrative Technician III	60,700	63,735	66,922	70,268	73,781	77,470	79,315	81,159
Finance Specialist-Payroll/Benefits	60,700	63,735	66,922	70,268	73,781	77,470	79,315	81,159
WasteWater Systems Operator III**	64,123	67,329	70,696	74,230	77,942	81,839	83,788	85,736
WasteWater & Water Supervisors & SWF CPO**	75,219	78,980	82,929	87,075	91,429	96,001	98,286	100,572
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (ANNUAL AMOUNTS)								
Fire Captain	72,636	76,268	80,081	84,085	88,290	92,704	94,911	97,118
Fire Engineer	60,240	63,252	66,415	69,735	73,222	76,883	78,714	80,544
CAMBRIA FIREFIGHTERS (IAFF LOCAL: 4635) (HOURLY AMOUNTS)								
Firefighter (SAFER Grant)	13.65	14.33	15.05	15.80	16.59	N/A	N/A	N/A
CAMBRIA RESERVE FIREFIGHTERS (HOURLY RATE: NO STEPS)								
Reserve Recruit Firefighter	11.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Firefighter	11.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Fire Engineer	12.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reserve Lieutenant	13.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CAMBRIA EXEMPT EMPLOYEES (ANNUAL AMOUNTS)								
Deputy District Clerk (Confidential)	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Management Analyst	63,804	66,994	70,344	73,861	77,554	N/A	N/A	N/A
Facilities & Resources Supervisor	74,945	78,692	82,627	86,758	91,096	N/A	N/A	N/A
District Clerk/Administrative Services Officer	111,572	117,151	123,008	129,159	135,616	N/A	N/A	N/A
Finance Manager	107,900	113,295	118,960	124,908	131,153	N/A	N/A	N/A
District Engineer*	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Fire Chief*	119,771	125,760	132,048	138,650	145,582	N/A	N/A	N/A
Acting General Manager	152,000	152,000	152,000	152,000	152,000	N/A	N/A	N/A
General Manager	170,457	170,457	170,457	170,457	170,457	N/A	N/A	N/A

*Denotes listing each position separately

** Correction to salary schedule publication only, consistent with
SEIU MOU 2015-2018

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**

FROM: Monique Madrid, Acting General Manager

Meeting Date: November 15, 2018 Subject: DISCUSSION AND CONSIDERATION
OF APPROVAL OF A DEBT
MANAGEMENT POLICY

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider approving a Debt Management Policy for the CCSD.

FISCAL IMPACT:

The attached Debt Management Policy (the "Policy") does not have any immediate fiscal impact on the District. Its stated goals are achieving the lowest cost of capital, ensuring rate and taxpayers' equity, maintaining a high credit rating and access to credit enhancement, and preserving financial flexibility for the CCSD.

BACKGROUND:

Standing Finance Committee members Ted Siegler and Cindy Steidel have prepared the draft Policy for consideration by the Board of Directors. It is being presented for the Board's consideration at this time, because staff is also seeking Board approval of financing for two vehicle purchases. The draft Policy is based on a Templeton Community Services District policy with the following additions:

- paragraph including short-term debt or leases (e.g., vehicle purchases); and
- a couple of parentheticals for clarity.

Attachment: Draft Cambria Community Services District Debt Management Policy

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

CAMBRIA COMMUNITY SERVICES DISTRICT

DEBT MANAGEMENT POLICY

Purpose of the Policy

This policy establishes parameters for evaluating, issuing and managing the Cambria Community Service District's (the "District") debt and may be used as a guideline to promote sound financial management.

The District objective in issuing debt will be to: (1) Achieve the lowest cost of capital; (2) Ensure rate- and tax- payers equity; (3) Maintain high credit rating and access to credit enhancement; and (4) Preserve financial flexibility.

Prior to the issuance of new debt, the Board of Directors shall review the debt to be financed. If required by law, such review shall be at a public hearing. This requirement shall not apply to the refinancing of existing debt.

Policy

Short-Term Debt

The District may utilize short-term debt financing (including leases) to finance certain essential equipment and vehicles. These assets can range from service vehicles to equipment. The underlying asset must have a minimum useful life of one year or more. Short-term financing, including leases, on bill financing and capital lease purchases are executed to meet such needs. The Board of Directors must approve any such short-term financing for assets costing more than \$_____ by Resolution.

Long-Term Debt

The issuance of long-term debt is a valuable funding resource for the District. Used appropriately and prudently, long-term debt can minimize the District's charges and rates over time, depending on which Fund issues debt.

To minimize dependency on debt financing for capital projects, annual renewal and replacement capital projects will be adequately funded from rates. Funding levels for capital investments will be sufficient to meet capital improvement projections needed as outlined in the current Capital Improvement Plan. Long-term debt will be considered only for large capital improvement projects or greater-than-normal capital plans. The District will be managed to at least meet, and potentially exceed, the minimum and target Debt Service Coverage (DSC) requirements as imposed by bond covenants. The District will not issue long-term debt to support operating costs.

A. Use of Long-Term Debt as a Funding Mechanism - Use of long-term debt will be minimized. The District may consider the use of long-term debt financing when it appears that a capital project, or other expenditures as deemed appropriate by the Board, is of such a magnitude that it will negatively impact the District's rates in the short-term. The benefit of long-term debt financing is that it will spread the costs of the capital asset over a longer period of time and will, therefore, approximate the useful life of the asset, and over time, charge those

customers that benefit from that asset more equitably.

B. Types of Long-Term Debt - The District will strive to utilize the type of debt that has the lowest costs, while not imposing any burdensome covenants or reporting requirements.

C. Legal Covenants - The District will meet all bond covenants associated with the long-term debt. Bond covenants are legal obligations of the District.

D. Debt Service Coverage Covenants - Long-term debt issuances typically contain legal covenants regarding debt service coverage ("DSC"). A DSC ratio is an important financial measure of the District's ability to repay the outstanding debt obligation, and is reviewed for adequacy by banks and rating agencies. Generically, the DSC ratio is the District's net operating income, as specifically defined by the relevant bank or rating agency, divided by the total annual debt service payment. For financial planning purposes, the targeted annual DSC ratio will be greater than or equal to 1.85 on all outstanding debt that carries such a covenant.

E. Reporting Standards - The District will fully adhere to all applicable Government Accounting Standards Board ("GASB") requirements and recognized best practices for the accounting treatment and disclosure of debt obligation transactions in its audited financial statements and other relevant publications.

F. Revenue-Bonded Debt Capacity - The issuances of debt are supported by the revenues of the District. The ability of the District to fund and support revenue-bonded debt will financially establish a debt level and capacity for revenue-bonded debt.

G. The District will issue debt only in the case where there is an identified source of repayment. Bonds will be issued to the extent that: (i) projected existing revenues are sufficient to pay for the proposed debt service together with all existing debt service covered by such existing revenues, or (ii) additional projected revenues have been identified as a source of repayment in an amount sufficient to pay for the proposed debt.

Conditions for Debt Issuance

When debt issuance is determined necessary, the District will assess the market conditions and timing for debt issuance to include issuing debt - 1) in times of favorable market conditions, 2) when Bond ratings would qualify District issuances to be investment grade, and 3) when revenues, including anticipated increases, are sufficient to adequately cover expected debt service and issuance costs.

Private Placement - From time to time the District may elect to issue debt on a private placement basis. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance,

or if it is determined that access to the public market is unavailable and timing considerations require that financing be completed.

Bond credit enhancements, such as insurance against default, will be considered when necessary for market acceptance and when costs are favorable to the District.

Conditions for Debt Refinancing

Debt refinancing (refunding) is an important debt management tool for the District. There are three key concepts that must be taken into consideration when evaluating a debt for refunding:

- A. Financial and Policy Objectives
- B. Financial Savings/Results of Financing
- C. Bond Structure and Escrow Efficiency

Financial and Policy Objectives - The District may undertake a refinancing for a number of financial and/or policy objectives, including to achieve debt service savings, eliminate restrictive debt/legal covenants, restructure the stream of debt service payments, or to achieve other policy objectives. Although in most circumstances the District may undertake a refunding to obtain economic savings, it may refund an issue to restructure its debt portfolio in order to obtain budgetary/cash flow relief or to address exposure to other costs/liabilities and to extend the maturity.

Financial Savings/Results of Financing - The financial framework regarding the evaluation of refunding opportunities is to be developed and evaluated by the District's Financial Manager, typically to include the efforts of outside financial advisors. It is important to note that federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue². As such, the District must take greater care (i.e., require a higher savings threshold) when evaluating an advance refunding opportunity.

In certain circumstances, lower savings thresholds may be justified. For example, when an advance refunding is being conducted primarily for policy reasons (other than economic savings), interest rates are at historically low levels or the time remaining to maturity is limited, and as such, future opportunities to achieve greater savings are not likely to occur.

Bond Structure and Escrow Efficiency - The District's debt management practices should anticipate the potential for future refundings. When debt is issued, careful attention should be paid to the bond structure to address features that may affect flexibility in the future. To that end, upon debt issuance, the District shall consider: optional redemption provisions, bond coupon characteristics giving up call rights for certain maturities in exchange for a lower interest rate on the bonds, call provisions that permit the redemption of bonds in any order of maturity or on any date, call provisions that permit the issuer to call bonds at the earliest date without incurring a significant interest-rate penalty, and coupons on callable bonds priced as close to par as possible at the time of original issue.

Escrow Efficiency - The lower the cost of the escrow the more efficient the escrow. Also, in order to be efficient, escrow securities need to mature or pay interest when

debt service payments of the refunded escrow are due.

Current vs. Advance Refunding - There are two types of refundings, as defined by Federal Tax laws; a current refunding in which a refunding takes place (i.e., refunding bonds are sold) within 90 days of the optional call date, and an advance refunding in which refunding bonds are sold more than 90 days prior to the first call date. Federal tax law typically permits an issuer to conduct one advance refunding over the life of a bond issue.

Interest Rate Swaps

The incurring or carrying of variable-rate debt obligations by the District involves a variety of interest rate payments and other risks that interest rate swaps are available to offset, hedge, or reduce. It is the policy of the District to utilize such interest rate swaps to better manage its debt portfolio. The District will consider executing an interest rate swap transaction if it expects the swap transaction will result in any of the following:

- A. Reduce exposure to changes in interest rates on a financial transaction;
- B. Result in a significantly lower net cost of borrowing with respect to the District's debt consistent with an established target; or
- C. Manage variable interest rate exposure consistent with prudent debt practices and guidelines as approved by the Board.

Savings Target

Interest rate swaps will require a significant financial benefit or savings versus traditional fixed-rate debt. For an interest rate swap intended to produce the effect of a synthetic fixed rate transaction, the swap transaction must generate 3% or greater net present value savings compared to standard fixed-rate bonds which have the same optional redemption features.

Restrictions

The District will not enter into any swap transaction:

- A. for speculative purposes.
- B. if the swap presents an extraordinary risk to the District's liquidity to terminate the agreement due to unforeseen events.
- C. if there is insufficient price transparency to allow for fair market valuation.

Provider Requirements

The transaction provider will have a credit rating of AA (or equivalent) or better from at least two nationally recognized credit rating agencies (at the time of agreement execution). The transaction provider will have a demonstrated record of successfully executing derivative transactions and have a minimum capitalization of \$2 billion.

Use of Independent Advisor

The District will use a professional advisor or designated swap representative ("Swap Advisor") to assist in the assessment, structuring, and pricing of proposed or existing interest rate swaps. The Swap Advisor will be a firm which:

- A. is a Municipal Advisor registered with the Securities and Exchange Commission;
- B. has sufficient knowledge to evaluate the swap transaction and risks;
- C. is not subject to a statutory disqualification;
- D. is independent of the swap dealer or major swap participant;
- E. undertakes a duty to act in the best interests of the District;
- F. provides appropriate and timely disclosures to the District; and
- G. evaluates fair pricing and the appropriateness of the swap.

Authority

The General Manager and Finance Officer are responsible for adherence to this policy and regular reporting of the District's financial status. Board oversight will be accomplished through regular reporting of financial status and review of this Policy.

Policy Review

This Policy will be reviewed at least biennially.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**

FROM: Bob Gresens, District Engineer

Meeting Date: November 15, 2018 Subject: DISCUSSION AND CONSIDERATION OF APPROVAL OF RESOLUTION 35-2018 TO FINANCE THE PURCHASE OF A REPLACEMENT DUMP TRUCK FOR THE WATER DEPARTMENT

RECOMMENDATIONS:

Staff recommends that the Board of Directors approve Resolution 35-2018, authorizing the execution and delivery of an installment sale agreement with Municipal Finance Corporation to finance the purchase of a replacement dump truck for the Water Department over 5 years at an annual interest rate of 4.25% and authorizing and directing certain actions in connection with the acquisition.

FISCAL IMPACT:

The installment sale agreement with Municipal Finance Corporation is for five years with an annual interest rate of 4.25%. The purchase price is \$74,871.39 and the annual payment will be \$16,936.

The Water Department budget for the current fiscal year (FY 2018/19) includes \$76,000 for the purchase of the dump truck and the associated financing. No further budget action is required. \$16,936 will have to be included in the Water Department budget for the next five years to finance the purchase of the dump truck.

DISCUSSION:

Replacement of the Water Department’s 1991 dump truck was approved as part of the current FY 2018/2019 budget. The old truck is unsafe to drive due to its transmission needing to be repaired or replaced. It also has significant rust that had rotted its roof gutter area, as well as electrical problems. Competitive quotes were solicited and a new truck was subsequently ordered and picked up by staff on October 31, 2018.

Attachments: Municipal Finance Corporation Loan Repayment Schedule
Resolution 35-2018

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

PREPARED BY MUNICIPAL FINANCE CORPORATION DATE: October 30, 2018
 PROPOSED LEASE PURCHASE FOR: Cambria Community Services District

RE: Dump Truck

NOTE: TERMS ARE BASED UPON LEASE BEING BANK QUALIFIED

Purchase Option amount is exclusive of the rental payment due on same date.

Interest rate quote is valid for an acceptance within 5 days and lease funding within 60 days.

Payments: Annually in arrears 5 Years 4.25%

PMT #	Due Date	Rent Payment	To Principal	To Interest	Purchase Option
1		\$16,936.44	\$13,754.41	3,182.03	62,339.32
2		16,936.44	14,338.97	2,597.47	47,713.57
3		16,936.44	14,948.37	1,988.07	32,466.23
4		16,936.44	15,583.68	1,352.76	16,570.88
5		16,936.44	16,245.96	690.48	0.00
TOTALS:		<u>\$84,682.20</u>	<u>\$74,871.39</u>	<u>\$9,810.81</u>	

RESOLUTION NO. 35-2018
NOVEMBER 15, 2018

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING THE EXECUTION AND DELIVERY OF
AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING
AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH
THE ACQUISITION OF A DUMP TRUCK

WHEREAS, the Cambria Community Services District (the "District") is a special district duly organized and existing under and pursuant to the laws of the State of California; and

WHEREAS, the District desires to provide for financing in the approximate amount of \$75,000 for the acquisition of a dump truck (the "Property"); and

WHEREAS, Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five-year installment sale agreement with financing at 4.25% interest, attached hereto as Exhibit A and incorporated by reference herein;

NOW, THEREFORE, it is resolved by the Board of Directors of the Cambria Community Services District as follows:

SECTION 1. Installment Sale Agreement. The President of the Board of Directors, the District Manager or a designee in writing (each an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Property, subject to approval as to form by the District's legal counsel.

SECTION 2. Attestations. The Secretary of the Board or other appropriate District officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the District, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.

SECTION 3. Other Actions. The Authorized Officer and other officers of the District are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.

SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The District, together with all subordinate entities of the District, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.

SECTION 5. Reimbursement of Prior Expenditures. The District declares its official intent to be reimbursed from the proceeds of the Installment Sale approved hereby for a maximum principal amount of \$75,000 of Property expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 15th day of November, 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Amanda Rice
President, Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Deputy District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**FROM: Monique Madrid, Acting General Manager
Timothy Carmel, District Counsel

Meeting Date: November 15, 2018 Subject: DISCUSSION AND CONSIDERATION
OF PROCESS FOR DECLARING
STAGES OF WATER SHORTAGE
EMERGENCIES

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider the information provided in this staff report regarding the CCSD Municipal Code provisions relating to Stage 1, 2 and 3 water shortage emergencies, the process that has been used to declare such emergencies in recent years, and provide appropriate direction.

FISCAL IMPACT:

None at this time; however, depending on the Board's direction, costs could be incurred to develop a new ordinance or a new model related to the process of declaring water shortage emergencies.

BACKGROUND:

The Board of Directors recently requested that the process used to declare water shortage emergency "stages" be reviewed. This report provides background information to help facilitate the Board's discussion regarding this issue, so that appropriate direction can be provided.

Provisions for declaring Stages 1, 2 and 3 water shortage emergencies are found in Chapter 4.12 of the CCSD Municipal Code; however, those provisions have not actually been used as the basis for imposing restrictions, such as water use "surcharges," or declaring water shortage emergencies in Cambria in recent years.

Chapter 4.12 and its provisions are based on a water supply and demand model that was designed to forecast water supply availability for upcoming anticipated dry seasons. The model is technical in nature, and includes complex definitions of terms such as "dry season" ("Dry Season' begins when streamflow falls below one cubic feet per second at the upper end of the San Simeon Creek stream underflow measured at the Palmer Flats gauging station. Dry season ends when streamflow resumes and persistently remains above one cubic feet per second") and "Southern Oscillation Index" ("a standardized index that describes the pressure differential along the equator between observation stations at Darwin, Australia, and Tahiti. Index values are reported monthly"). In past discussion with staff, it has been indicated that the model is obsolete since, among other things, it does not include Well SR4.

In reviewing the CCSD's prior resolutions whereby water use "surcharges" were imposed due to water shortages (e.g., 2004 and 2007), there is no reference to Chapter 4.12 of the CCSD Municipal Code, the model or "stages." Rather, Water Code Sections 350 and 353 were used

as a basis to implement restrictions by imposing additional charges for use over certain defined levels. The same is true when the Board adopted Resolution 37-2013 approving enhanced water conservation measures and restrictions on the use of potable water in September, 2013, as well as the Stage 3 Water Shortage Emergency declared in January, 2014.

Since the District has had a declared Water Code Section 350 Water Shortage Emergency in effect since 2001, Water Code Sections 350 et seq. and 375 et seq. provide the CCSD with significant authority to implement restrictions during water shortage emergencies. As previously noted, the use of "Stage 3" in the most recent Water Shortage Emergency was based upon the fact that Stage 3 denotes the most serious water supply situation warranting the imposition of severe restrictions and regulations. "Stage 3" also was used by San Luis Obispo County in the conditions that were imposed on the CCSD's ability to operate the Sustainable Water Facility under the Emergency Coastal Development Permit.

In March of 2017, the Board lifted the Stage 3 Water Emergency and declared a "Stage 2" Water Shortage condition. The Board followed up in May of 2017 and adopted Resolution 18-2017, which specified the restrictions that applied to the Stage 2. As the staff report from that meeting reflects, a Stage 2 water shortage emergency was declared to address continuing concerns regarding the CCSD's water supply situation. It was also noted at that time that the CCSD Municipal Code provisions make reference to triggering conditions for a Stage 2 Water Shortage Emergency when groundwater levels or water delivery capability become insufficient or impaired to the extent that the District cannot meet ninety-three (93) percent of the demands and requirements of the water consumers. Since the District was using the provisions of Water Code Sections 350 et seq. and 375 et seq. as the basis for implementing "Stage 2," the ninety-three percent criteria for imposing restrictions and regulations was not required or used and the Board had the ability to impose restrictions and regulations pursuant to the authority in Water Code Section 353.

It also should be kept in mind that there are detailed provisions in CCSD Municipal Code Chapter 4.08 relating to Waste of Water that also apply to water use in the District. Those provisions set forth uses of water that constitute "waste." These restrictions are in addition to, and in many instances stricter than, those adopted by the State Water Resources Control Board (Title 23 California Code of Regulations Section 864) that apply statewide.

The referenced provisions of the State Water Code have provided the CCSD with the authority to declare water shortage emergencies and impose restrictions on water use. One approach for the Board to consider would be to direct staff to revise Chapter 4.12 to eliminate or modify the model, and otherwise reference the authority in the Water Code. Revising the model would likely require retaining a technical consultant to assist with evaluating standards related to its use and effectiveness.

Staff believes that this important issue should be studied in greater detail so that a clearly delineated and empirically supported process can be in place by the end of the rainy season. Staff recommends that an item be placed on the December meeting agenda for the Board to consider creating an ad hoc committee to analyze the issue, solicit community input through a

town hall meeting(s), and bring forth a model for a revised system to replace the flawed methodology contained in Chapter 4.12.

Attachments: Chapter 4.12 CCSD Municipal Code

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___

4.12.010 - Purpose.

It is the purpose and intent of this chapter to provide means by which the board of directors can restrict water use upon a determination that water supplies need to be conserved due to demands upon the water resource.

(Ord. 3-2000 § 3)

4.12.020 - Definitions.

The definitions contained in Chapter 4.04, as amended, shall be used for interpreting this chapter. The following definitions are for specific application to this chapter:

"Dry Season" begins when streamflow falls below one cubic feet per second at the upper end of the San Simeon Creek stream underflow measured at the Palmer Flats gauging station. Dry season ends when streamflow resumes and persistently remains above one cubic feet per second.

Groundwater Levels. In reference to water levels in the San Simeon and Santa Rosa basins, "groundwater levels" means the average of water levels in the district's three wells in the San Simeon basin and the average of water levels in the district's two wells in the Santa Rosa basin.

Julian Day. Given any annual period, the "Julian Day" numbers can be counted sequentially from 1 to 365 (e.g., given the annual period January 1st to December 31st, the Julian Day of February 1st is 32).

"Permanent resident" means any person residing in a household during the entire billing period or for three months out of the past six months.

"Permanent Resident Certification" means a form provided by the district that must be completed by the consumer and filed at the district office to receive an increased water allotment. It is the consumer's responsibility to complete and file an amended permanent resident certification with the district whenever there is a change in the number of "permanent residents" in the customer's household. Permanent resident certification forms shall be signed under penalty of perjury. Permanent resident certification forms shall not be used for any purpose other than administration of this chapter.

"Southern Oscillation Index (SOI)" means a standardized index that describes the pressure differential along the equator between observation stations at Darwin, Australia, and Tahiti. Index values are reported monthly.

"Unit" means a quantity of water equivalent to one hundred (100) cubic feet in volume. One cubic foot is equivalent to 7.48 gallons. Therefore, one "unit" is equivalent to seven hundred forty-eight (748) gallons.

"Water Conservation Plan" means a plan identifying new water conservation measures that will be taken to reduce water consumption by commercial customers. This plan shall include an implementation schedule for conservation measures. A water conservation plan must be submitted with commercial applications for exceptions to the maximum commercial water use allotments.

"Water Customer" means the terms water user, water user account, service account, water customer, applicant, and consumer used herein shall apply to every person, firm, partnership, association, corporation, city, county, state or local agency, political subdivision, district, or entity of every kind receiving water services from the district. All water customers whose names are shown on district's account records shall be equally responsible and liable for water use by tenants, lessees, co-owners, and all other persons utilizing water on the premises through the account.

Water Rights Dry Season. Santa Rosa Creek Basin: from May 1st through October 31st. San Simeon Creek Basin: from the day when flow ceases at Palmer Flats gauging station through October 31st. (When dry season is referred to by both definitions close together in the report, the streamflow-based term has title case lettering while the water rights-based term has lower case lettering.)

"Water Use and Retrofit Agreement" means a condition on restoration service after water service is discontinued for repeated violation of the Stage 3 water shortage emergency condition. This agreement shall specify water use restrictions and retrofits that must be implemented by the customer within thirty (30) days from the date water service is restored.

"Water Year" means October 1st through September 30th.

(Ord. 3-2000 § 4)

4.12.030 - Stage 1 water conservation program—Drought watch condition.

It is the purpose of a Stage 1 water conservation program—Drought watch condition, set forth in Appendix 4.12A, to reduce consumption through voluntary conservation by seven percent.

- A. Implementation Criteria. The district will utilize the water supply and demand model (Appendix 4.12D) as needed to forecast water supply availability for the upcoming anticipated dry season. A drought watch condition may be declared and the Stage 1 water conservation program may be placed into effect using the procedures set forth in Section 4.12.060, under any of the following circumstances:
1. If, at any time, the results of the water supply and demand model indicate that groundwater levels may be insufficient to meet the ordinary demands and requirements of the water consumers;
 2. Once seasonal streamflow in San Simeon Creek ceases to flow to the Pacific Ocean, if the results of the water supply and demand model indicate that groundwater levels may be insufficient to meet the ordinary demands and requirements of the water consumers; or
 3. If, at any time, water delivery capabilities are impaired such that the water supply or delivery system is incapable of meeting the ordinary demands and requirements of the water consumers.
- B. Authority: Water Code Section 375 et seq.

(Ord. 3-2000 § 5)

4.12.040 - Stage 2 Water Conservation Program—Water Shortage Condition.

It is the purpose of a Stage 2 water conservation program—Water shortage condition, set forth in Appendix 4.12B, to reduce consumption by fifteen (15) percent.

- A. Implementation Criteria. The district will utilize the water supply and demand model as needed to forecast water supply availability. A water shortage condition may be declared and the Stage 2 water conservation program may be placed into effect using the procedures set forth in Section 4.12.060, under any of the following circumstances:
1. If, at any time, results of the water supply and demand model indicate groundwater levels will be insufficient to meet ninety-three (93) percent of the ordinary demands and requirements of the water consumers; or
 2. If, at any time, water delivery capabilities are impaired such that the water supply or delivery system is incapable of meeting ninety-three (93) percent of the ordinary demands and requirements of the water consumers.
- B. Authority: Water Code Section 375 et seq.

(Ord. 3-2000 § 6)

4.12.050 - Stage 3 Water Shortage Emergency Condition.

It is the purpose of a Stage 3 Water Shortage Emergency Condition, set forth in Appendix 4.12C, to conserve the water supply for human consumption, sanitation and fire protection.

- A. Implementation Criteria. The district will utilize the water supply and demand model as needed to forecast water supply availability. A Stage 3 water shortage emergency condition may be declared using the procedures set forth in Section 4.12.060, under any of the following circumstances:
1. If, at any time, results of the water supply and demand model indicate groundwater levels will be insufficient to provide water for human consumption, sanitation and fire protection; or
 2. If, at any time, water delivery capabilities are impaired such that the water supply or delivery system is incapable of providing sufficient water for human consumption, sanitation and fire protection; or
 3. If, at any time, the board of directors finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the district to the extent that there would be insufficient water for human consumption, sanitation and fire protection.
- B. Authority: Water Code Section 350 et seq.

(Ord. 3-2000 § 7)

4.12.060 - Procedure to initiate Stage 1, 2 or 3 water conservation program.

The general manager shall report in writing to the board the occurrence or anticipated occurrence of any of the events defined in Sections 4.12.030(A)(1) and (A)(2), 4.12.040(A) and 4.12.050(A). The board shall, no later than four weeks after receipt of such report, consider the general manager's report in a public hearing. Notice of the time and place of the public hearing shall be published one time at least seven days prior to the date of the hearing in a newspaper of general circulation published within the district. If the board concurs that any such events have occurred, it shall immediately consider adopting a resolution implementing the appropriate program pursuant to Appendices 4.12A, B or C.

(Ord. 3-2000 § 8)

4.12.070 - Integration with other water conservation rules and regulations.

Whenever a Stage 1 or Stage 2 water conservation program, or the Stage 3 water shortage emergency condition has been declared and instituted by the board of directors pursuant to this chapter, all other district water conservation rules, regulations, restrictions, definitions, enforcement procedures, violation provisions and appeal procedures which are in force shall remain in force, except where they are in conflict with the provisions of this chapter, in which event the provisions established by this chapter shall prevail and govern.

(Ord. 3-2000 § 9)

4.12.080 - Cessation of Stage 1 or Stage 2 water conservation programs or Stage 3 water shortage emergency.

- A. The district shall utilize a combination of the water supply and demand model, streamflow monitoring, well levels, rainfall and any other indexes or measures to determine the extent that a

Stage 1, Stage 2, or Stage 3 condition is no longer necessary. The district may also examine whether the water supply has been sufficiently replenished or augmented to the extent that a Stage 1 or Stage 2 water conservation program, or the Stage 3 water shortage emergency condition, is no longer necessary;

- B. The board of directors may terminate the Stage 1 or Stage 2 water conservation program by resolution based upon findings that the district's water supply is sufficient to meet the ordinary demands and requirements of the water consumers without imposition of maximum water use allotments set forth in Appendices 4.12A, B and C. These findings shall include results from the water supply and demand model provided in Appendix 4.12D;
- C. The board of directors may terminate the Stage 3 water shortage emergency condition by resolution based upon findings that the district's water supply has been replenished or augmented such that the water supply is sufficient to satisfy the ordinary demands and requirements of the water consumers;
- D. The board of directors may terminate the Stage 1 or Stage 2 water conservation program, or the Stage 3 water shortage emergency condition by resolution based upon findings that the district's water supply and distribution system is capable of providing sufficient water for the ordinary demands and requirements of water consumers; or
- E. The board of directors may, by resolution, upgrade or downgrade between Stage 1, Stage 2 or Stage 3 based upon the implementation criteria set forth in Sections 4.12.030, 4.12.040 and 4.12.050.

(Ord. 3-2000 § 10)

4.12.090 - Enforcement.

The general manager or his or her designee shall be the officer primarily charged with enforcement of this chapter.

(Ord. 3-2000 § 11)

4.12.100 - Penalties for violations of restricted water supply conditions.

Penalties for violation of the Stage 2 or Stage 3 water conservation programs are provided in Appendices 4.12A and 4.12B, respectively.

(Ord. 3-2000 § 12)

4.12.110 - Exceptions.

- A. The general manager may, in his or her discretion, grant exceptions to the terms of this chapter not already provided for, if he or she finds and determines that:
 1. Restrictions herein would cause an undue hardship or emergency condition; or
 2. That the granting of the exception will not adversely affect the water supply or service to other existing water consumers.

Such exceptions may be granted only upon application in writing. Upon granting any such exception, the general manager may impose any conditions he or she determines to be just and proper. The terms of any exception shall be set forth in writing, the original to be kept on file with the district, and a copy to be furnished to the applicant. All exceptions granted shall be reported to the board of directors at a regularly scheduled meeting.

- B. An applicant for an exception under this section may appeal the general manager's decision to the board of directors. A request for appeal must be submitted to the district in writing not more than ten (10) days after the general manager's decision. The board of directors shall consider the appeal within thirty (30) days of the request for appeal.

(Ord. 3-2000 § 13)

Appendix 4.12A - STAGE 1 WATER CONSERVATION PROGRAM—DROUGHT WATCH CONDITION

A. Water Use Allotment.

1. **Public Uses.** The district will meet with all public agencies to establish appropriate agreements to reduce water consumption. Such agreements should target reductions in landscape irrigation and encourage the use of non-potable water.
2. **Commercial Uses.** The monthly water use allotment for all commercial uses shall be the lower of five units per equivalent dwelling unit ("EDU") established by the district, or actual average monthly water usage as measured during the twelve (12) months preceding implementation of a Stage 1 water conservation program.
3. **Residential Uses.** A monthly use limit of three units per permanent resident is established for separately metered individual residential dwellings and for each separate residence within residential uses with two or more residential dwellings on the same meter (e.g., apartments and mobile homes). Each residential customer account is allotted three units per month. Customers may request an increase in the allotment of units by completing a permanent resident certification form provided by the district. The breakdown by household size is as follows:

Household Size	Units/Month
1 permanent resident	3 Units
Each additional permanent resident	3 Units each

- B. **Water Use Restrictions.** New landscaping should be limited to native or drought tolerant plants when a Stage 1 water conservation program is in effect.
- C. **Monitoring.** The general manager shall monitor those water accounts above and/or near the maximum use limit. The general manager shall have those meters read on a monthly or more frequent basis and shall issue informational notices to those customers exceeding the established water use allotment.
- D. **Public Information.** The general manager shall provide notice to all water customers regarding the board of director's declaration of a drought watch condition and activation of the Stage 1 water conservation program. Such notice shall be mailed within fourteen (14) days of the board's action. The general manager is authorized and directed to pursue a vigorous public information program about water supply conditions and the need to reduce water consumption. This shall be by announcements in local newspapers and other news media, by mailings to customers, by handouts and by such other means deemed appropriate by the general manager.

(Ord. 3-2000 Exh. A)

Appendix 4.12B - STAGE 2 WATER CONSERVATION PROGRAM—WATER SHORTAGE CONDITION

A. Maximum Water Use Allotment.

1. **Public Uses.** The district will meet with all school districts, public park agencies, and all other public agencies to establish appropriate agreements to reduce water consumption. The objective of such agreements shall be to eliminate irrigation of decorative landscape and reduce irrigation of turf and play areas to the minimum levels necessary to protect the health and safety of school children and park visitors.
2. **Commercial Uses.** The maximum monthly water use allotment for all commercial uses shall be the lower of five units per EDU assigned by the district, or actual average monthly water usage as measured during the twelve (12) months preceding implementation of a Stage 2 water conservation program. In the event a commercial use has not previously had an EDU allocation determined, the general manager shall determine and assign the EDU allocation according to the criteria provided in Title 8 of this code, as subsequently amended or replaced.
3. **Residential Uses.** A maximum monthly use limit of three units per permanent resident is established for separately metered individual residential dwellings and for each separate residence within residential uses with two or more residential dwellings on the same meter (e.g., apartments and mobile homes). Each residential customer account is allotted three units per month. Customers may request an increase in the allotment of units by completing a permanent resident certification form provided by the district. The breakdown by household size is as follows:

Household Size	Units/Month
1 permanent resident	3 Units
Each additional permanent resident	3 Units each

- B. **Water Use Restrictions.** Only native plants or drought tolerant landscaping may be installed when a water shortage condition has been declared and the Stage 2 water conservation program is in effect.
- C. **Monitoring.** The general manager shall monitor those water accounts above and/or near the maximum water use allotment. The general manager shall have those meters read on a monthly or more frequent basis and shall issue notices, warnings or violation notices to those customers exceeding the established allotment.
- D. **Public Information.** The general manager shall provide notice to all water customers regarding the board of director's declaration of a water shortage condition and activation of the Stage 2 water conservation program. Such notice shall be mailed within fourteen (14) days of the board's action. The general manager is authorized and directed to pursue a vigorous public information program about water supply conditions and the need to reduce water consumption. This shall be by announcements in local newspapers and other news media, by mailings to customers, by handouts and by such other means deemed appropriate by the general manager.
- E. **Violations.**
 1. **Surcharges.** A surcharge will be levied on all water use in excess of the maximum water use allotment. The first violation of the maximum water use allotment shall be subject to a five hundred (500) percent surcharge levied on all usage above the customer's monthly unit allotment. All subsequent violations of the maximum water use allotment shall be subject to a

one thousand (1,000) percent surcharge levied on all usage above the customer's monthly unit allotment. A delinquent bill shall be increased by penalty of ten (10) percent of the amount of delinquency. If not paid within ten (10) days after receipt of notice of delinquency, service may be disconnected.

2. Referral to District Attorney. The district reserves the right to enforce repeated violations of the Stage 2 water conservation program as misdemeanors. Such cases may be referred to the San Luis Obispo County District Attorney under Water Code Section 377, and are punishable by imprisonment in county jail for not more than thirty (30) days, or by fine not exceeding one thousand dollars (\$1,000.00), or by both.

F. Exceptions.

1. The general manager may, in his or her discretion, grant exceptions to the terms of this chapter not already provided for, if he or she finds and determines that:
 - a. Restrictions herein would cause an undue hardship or emergency condition; or
 - b. That the granting of the exception will not adversely affect the water supply or service to other existing water consumers.

Such exceptions may be granted only upon application in writing. Applications for exceptions from maximum commercial use allotments must be accompanied by a water conservation plan which identifies specific conservation measures to be implemented according to a detailed implementation schedule. Upon granting any such exception, the general manager may impose any conditions he or she determines to be just and proper. The terms of any exception shall be set forth in writing, the original to be kept on file with the district, and a copy to be furnished to the applicant. All exceptions granted shall be reported to the board of directors at a regularly scheduled meeting.

2. An applicant for an exception under this section may appeal the general manager's decision to the board of directors. A request for appeal must be submitted to the district in writing not more than ten (10) days after the general manager's decision. The board of directors shall consider the appeal within thirty (30) days of the request for appeal.

(Ord. 3-2000 Exh. B)

Appendix 4.12C - STAGE 3 WATER SHORTAGE EMERGENCY CONDITION

- A. Maximum Water Use Allotment. The use of potable water in excess of the monthly water use allotment set forth below is prohibited.

1. Public Uses. The district will meet with school districts, public park agencies, and all other public agencies to establish appropriate agreements to reduce water consumption. The objective of such agreements shall be to eliminate irrigation of decorative landscape and reduce irrigation of turf and play areas to the minimum levels necessary to protect the health and safety of school children and park visitors.

A five hundred (500) percent surcharge shall apply to all public water use in excess of three units per EDU per month. Public use EDU assignments will be established at the time a Stage 3 water shortage emergency condition is activated.

2. Commercial Uses. The maximum water use allotment for all commercial uses shall be the lower of three units per EDU assigned by the district per month, or actual average monthly water usage as measured during the twelve (12) months preceding implementation of a Stage 3 water shortage emergency condition. In the event a commercial use has not previously had an EDU allocation determined, the general manager shall determine and assign the EDU allocation according to the criteria provided in Title 8 of this code, as subsequently amended or replaced.
3. Residential Uses. A maximum monthly use limit of two units per permanent resident is established for separately metered individual residential dwellings and for each separate

residence within residential uses with two or more residential dwellings on the same meter (e.g., apartments and mobile homes). Each residential customer account is allotted two units per month. Customers may request an increase in the allotment of units by completing a permanent resident certification form provided by the district. The breakdown by household size is as follows:

Household Size	Units/Month
1 permanent resident	2 Units
Each additional permanent resident	2 Units each

4. Adjustment of Maximum Water Use Allotment. Each customer shall have the right to request an adjustment of the number of permanent residents in his or her household used to compute the maximum water use allotment by completing the permanent resident certification. The permanent resident certification is a form provided by the district that must be completed by the consumer and filed at the district office in order to receive an increased water allotment. It is the consumer's responsibility to complete and file an amended permanent resident certification with the district whenever there is a change in the number of "permanent residents" in the customer's household. Permanent resident certification forms shall be signed under penalty of perjury. Permanent resident certification forms shall not be used for any purpose other than administration of this chapter.
- B. Water Rate Schedule. During a Stage 3 water shortage emergency condition, the amount of water provided by the district for the minimum bi-monthly residential service charge shall be reduced from six units to four units. Therefore, during a Stage 3 water shortage emergency condition, the first tier of the district's graduated water rate schedule set forth in Title 3 of this code, as subsequently amended or replaced, applies to usage of between zero and four units. The second tier of the graduated water rate schedule applies to usage of between five and fifteen (15) units.
- C. Water Use Restrictions.
1. The use of potable water for fire drills is prohibited.
 2. Irrigation of landscaping and gardens using the district's potable water is prohibited. The district encourages irrigation using non-potable water sources. This prohibition applies regardless of whether or not a particular customer uses less than the monthly use allotment set forth in subsection (A)(1) of this appendix.
 3. The use of potable water for service to any properties where buildings are not under construction on the effective date of activation of this program even though a valid water connection permit may have been issued for the properties is prohibited. Under construction is defined as having at least all load bearing retaining foundations in place pursuant to county approved plans. Exceptions to this may be made by four-fifths vote of the board of directors if it can be shown permanent construction financing arrangements completed prior to the date of activation of this program cannot be canceled or delayed without severe financial loss. Severe loss is defined to be a certain and permanent loss in excess of five percent of the proposed construction costs. This section also applies to all discontinued services.
- D. Monitoring. Meters will be read monthly but bills will be prepared bi-monthly for the duration of the emergency. Customers with meter readings above the maximum use limits for Stage 3 shall be notified of a violation. Thirty (30) days after a water bill is mailed, the bill will become delinquent if the bill or any portion thereof which is not in dispute remains unpaid. A delinquent bill shall be increased

by penalty of ten (10) percent of the amount of delinquency. If not paid within ten (10) days after receipt of notice of delinquency, service may be disconnected.

- E. **Public Information.** The general manager shall provide notice to all water customers regarding the board of director's declaration of the Stage 3 water shortage emergency condition. Such notice shall be mailed within fourteen (14) days of the board's action. The general manager is authorized and directed to pursue a vigorous public information program about water supply conditions and the need to reduce water consumption. This shall be by announcements in local newspapers and other news media, by mailings to customers, by handouts and by such other means deemed appropriate by the general manager.
- F. **Violations.**

1. **Surcharges for Violation of Maximum Water Use Allotment.** A surcharge will be levied on all water use in excess of the maximum water use allotment. The first violation of the maximum water use allotment shall be subject to a five hundred (500) percent surcharge levied on all usage above the customer's monthly unit allotment. The second violation of the maximum water use allotment shall be subject to a one thousand (1,000) percent surcharge levied on all usage above the customer's monthly unit allotment. Subsequent violations shall be subject to a one thousand (1,000) percent surcharge and discontinuance of service as described in subsection (F)(2) of this appendix.

A delinquent bill shall be increased by penalty of ten (10) percent of the amount of delinquency. If not paid within ten (10) days after receipt of notice of delinquency, service may be disconnected.

2. **Citations for Violation of Water Use Restrictions.** Violations of the water use restrictions set forth in subsection C of this appendix shall be subject to the following:
 - a. **First Violation.** For the first violation the district shall issue a written citation and impose a fine of fifty dollars (\$50.00). Written notice shall be given to the owner by certified mail. The fine will be billed to the customer on the regular bi-monthly water bill.
 - b. **Second Violation.** A second violation of the water use restrictions during a Stage 3 water shortage emergency condition is subject to a fine of one hundred fifty dollars (\$150.00). Written notice shall be given to the owner by certified mail. The fine will be billed to the customer on the regular bi-monthly water bill.
 - c. **Third Violation.** A third violation of the water use restrictions during a Stage 3 water shortage emergency condition is subject to a fine of two hundred fifty dollars (\$250.00). Written notice shall be given to the owner by certified mail. The fine will be billed to the customer on the regular bi-monthly water bill.
 - d. **Subsequent Violations.** Subsequent violations of the water use restrictions during a Stage 3 water shortage emergency condition are subject to a fine of one thousand dollars (\$1,000.00). Written notice shall be given to the owner by certified mail. The fine will be billed to the customer on the regular bimonthly water bill.
 - e. **Failure to Pay Fines.** The district may discontinue water service to any customer who fails to pay fines billed on the regular bi-monthly water bill. Service will be restored upon full payment of all outstanding balances. The charge for reconnection and restoration of normal service shall be twenty-five dollars (\$25.00).
3. **Discontinuance of Service.** Repeated violations (i.e., more than two violations) of the Stage 3 water shortage emergency condition shall be subject to discontinuance of service. The district will send a "Discontinuance Notice" for repeated violation of a Stage 3 water shortage emergency condition. The water customer shall have ten (10) days to enter into a mandatory "Water Use and Retrofit Agreement" with the district. The "Water Use and Retrofit Agreement" shall specify mandatory water use restrictions and retrofits that must be implemented by the customer within thirty (30) days. Failure to enter into this agreement within ten (10) days after receipt of the "Discontinuance Notice" shall result in discontinuance of water service.

The general manager or his or her designee may only restore service under a "Water Use and Retrofit Agreement" between the customer and the district. Failure to comply with the "Water Use and Retrofit Agreement" within thirty (30) days from the date water service is restored shall result in discontinuance of water service.

The district will send a reminder notice via certified mail at least forty-eight (48) hours prior to discontinuance of service, and will attempt to contact an adult person at the premises of the customer by telephone or personal contact, at least twenty-four (24) hours prior to discontinuance of service.

G. Exceptions.

1. The general manager may, in his or her discretion, grant exceptions to the terms of this chapter not already provided for, if he or she finds and determines that:
 - a. Restrictions herein would cause an undue hardship or emergency condition; or
 - b. That the granting of the exception will not adversely affect the water supply or service to other existing water consumers.

Such exceptions may be granted only upon application in writing. Applications for exceptions from maximum commercial use allotments must be accompanied by a water conservation plan which identifies specific conservation measures to be implemented according to a detailed implementation schedule. Upon granting any such exception, the general manager may impose any conditions he or she determines to be just and proper. The terms of any exception shall be set forth in writing, the original to be kept on file with the district, and a copy to be furnished to the applicant. All exceptions granted shall be reported to the board of directors at a regularly scheduled meeting.

2. Specific Exceptions.
 - a. The intent of exceptions for laundromats and restaurants with public restrooms shall be to reduce water consumption and provide for surcharges at Stage 2 levels.
 - b. Medical exceptions shall be allowed based on an additional two units of water a month. The general manager shall issue exceptions consistent with current district policy.
 - c. Exceptions for public governmental agencies shall be consistent with water conservation policies of the district.
3. An applicant for an exception under this section may appeal the general manager's decision to the board of directors. A request for appeal must be submitted to the district in writing not more than ten (10) days after the general manager's decision. The board of directors shall consider the appeal within thirty (30) days of the request for appeal.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.D.**

FROM: Monique Madrid, Acting General Manager

Meeting Date: November 15, 2018 Subject: DISCUSSION REGARDING AMENDING SECTION 8.04.110 OF THE CCSD MUNICIPAL CODE RELATING TO THE AFFORDABLE HOUSING PROGRAM AND PROVIDING DIRECTION TO STAFF

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss amending CCSD Municipal Code section 8.04.110 relating to the Affordable Housing Program and provide direction to staff.

FISCAL IMPACT:

Broadening the definition of projects eligible for affordable housing allocations could have significant financial impacts to the District, depending on how it is structured, since, under the current provisions in the CCSD Municipal Code, lower income affordable housing projects receive an incentive of a reduction in water and sewer connection fees of fifty (50) percent for each unit constructed.

BACKGROUND:

Section 8.04.110 of the CCSD Municipal Code sets forth the CCSD's Affordable Housing Program ("Program"). Board Member Pierson has recently requested that an agenda item be included on the November meeting agenda to discuss amending Section 8.04.110. The primary issue relates to definitions in the Code limiting such affordable housing projects to those that are for "lower income households." Recently, an affordable housing project proposal was made to the District for a project that included moderate income and workforce housing and therefore wasn't eligible under the Program. This staff report is being provided to facilitate the Board's discussion so that it can provide direction to staff, as appropriate.

Section 8.04.110(A) currently provides as follows:

A. Eligibility. Projects, or affordable housing units within a larger project, meeting each of the following requirements shall be eligible to participate in the affordable housing program:

1. a. The property identified for the project is within both the district boundary and the county urban services line, is designated under county zoning as multiple family, or, if not, is at least one-half acre in size; and at least four housing units will be constructed on the property all of which will serve "lower income households" as defined in Section 50079.5 of the California Health and Safety Code; or

- b. The property identified for the project is within both the district boundary and the county urban services line, is zoned for single-family, and the project is for a single-family owner-occupied house built for a non-profit corporation organized for the purposes of building "lower income" housing as defined in Section 50079.5 of the California Health and Safety Code.
2. The entire multifamily project site shall consist of eligible affordable housing units, except that one manager's unit may be constructed on the property, not meeting lower income requirements. The manager's unit shall use one affordable housing allocation.
3. The project is certified by the San Luis Obispo County planning and building department as meeting their eligibility requirements as a lower-income housing project;
4. The project owners agree to contract with a third party housing corporation or housing authority within the county to determine eligibility for occupancy of the lower-income units; and
5. The property owners comply with the application and administrative procedures as established by the district for this program, including, but not limited to, payment of any required fees and the execution of a covenant restricting the use and affordability of the property.

Board Member Pierson provided District Counsel with some suggested amendments to Section 8.04.110 that would broaden the eligible types of affordable projects under the Program, and also bring the definitions in line with those used by San Luis Obispo County in its affordable housing program. The suggested changes are:

1. Paragraph 1.a—Delete—All after "is at least one-half acre in size"
2. Paragraph b.—Delete all of paragraph b.
3. Paragraph 3—in line 4—delete "lower-income housing project" and add "affordable housing, medium income, moderate income, and workforce as per San Luis Obispo county affordability standards"
4. Paragraph 4—in line 5—delete "lower income units," and" add "affordable housing; lower income, moderate income and workforce as per San Luis Obispo county affordability standards,"
5. Paragraph C.---- Line 3—delete—"lower income"

6. Add paragraph “E. If there is any language in CCSD Municipal code section 8.04.110 that conflicts with the San Luis Obispo County affordability housing standards the county standards will prevail.”

It should be noted that current CCSD Municipal Code provides that lower income affordable housing projects receive an incentive of a reduction in water and sewer connection fees of fifty (50) percent for each unit constructed. Therefore, depending on how any amendments are structured, there are potential financial implications for any changes.

In addition, the last changes to the CCSD’s Affordable Housing Program were in 2013. At that time, staff advised the Board that there were provisions in State law relating to water and sewer service and affordable housing projects that reflect the Statewide policy of encouraging the development of affordable housing, referencing Government Code Section 65589.7 and Water Code Section 10631.1. Since that time, the State Legislature has adopted a number of new laws relating to affordable housing. If the Board directs staff to proceed with modifying Section 8.04.110, District Counsel will also review those statutes, and provide the Board with any necessary input regarding their implications.

It is recommended that the Board review this matter and provide staff with direction regarding how it would like to proceed with regard to amending Section 8.04.110.

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ RICE ___ BAHRINGER ___ FARMER ___ WHARTON ___ PIERSON ___



INFRASTRUCTURE COMMITTEE

REGULAR MEETING

Tuesday, October 9, 2018 - 10:00 a.m. to 12:00 p.m.
1000 Main Street Cambria, CA 93428

MINUTES

A. CALL TO ORDER

Chairman Bahringer called the meeting to order at 10:03 a.m.

B. ESTABLISH QUORUM

A quorum was established.

Committee members present: Jim Bahringer, Karen Dean, Harry Farmer and Donn Howell.

Committee members absent: Mike Lyons.

Staff present: Acting General Manager Monique Madrid, Finance Manager Pamela Duffield, District Engineer Bob Gresens, Management Analyst Melissa Bland and Deputy District Clerk Haley Dodson.

Public present:

Leslie Richards

Crosby Swartz

Laura Swartz

Tom Laycook

Paul Nugent

Tom Gray

Cindy Steidel

C. CHAIRMAN'S REPORT

There was no Chairman's report.

1. PUBLIC COMMENT

Public Comment: None.

2. CONSENT AGENDA

A. Consideration to Approve the September 11, 2018 Regular Meeting Minutes

Vice Chair Dean thanked Haley Dodson for the minutes.

Vice Chair Dean moved to approve the meeting minutes.

Committee member Howell seconded the motion.

The motion was approved: 4-Ayes (Dean, Howell, Bahringer, Farmer), 0-Nays, 1-Absent (Lyons)

Public Comment:

Leslie Richards: Is the District Engineer retiring in a month?

Mr. Gresens responded that he's looking into his options.

Ms. Madrid introduced Finance Manager Pamela Duffield.

3. REGULAR BUSINESS

A. Discussion and Consideration of Structure of Infrastructure Standing Committee

Chairman Bahringer introduced the item.

Committee member Howell stated there's benefits to a 7-9 member committee. The committee members could talk among themselves and work on issues. The problem is the more people we add, the harder it will be to find people to participate. It's good to have one board member. I don't see a problem with two board members. The three other board members could appoint two people, and it would be a way to preserve the makeup of the committee. A group of 5 is ideal for collaboration but in terms of this discussion, a larger number isn't unreasonable. We need more than what we have.

Vice Chair Dean agrees with Committee member Howell. It's important to have board member on the committee as a liaison to the rest of the board and the board has more information than the rest of the committee.

Committee member Farmer stated Committee member Howell's comments were accurate. If we have more people, they will be able to provide expertise, time and energy. The infrastructure needs are so important at this point and time.

Chairman Bahringer would like to come up with a solution and present it like PROS and BRPCC did. Each director could appoint a person to act as the committee. If you need additional help, you can solicit from the public. If the Infrastructure Committee were a subcommittee of the Finance Committee, you could have 10 people as a subcommittee. It would be easier on Haley and the public.

Public Comment:

Laura Swartz: I sat on the BRPCC for 21 months. It would have been helpful if a board member was on the committee. I don't think the board member should be the chair or vice chair. You need a board member as a liaison and to contribute to what's going on with the board.

Chairman Bahringer stated it would be beneficial to be a liaison and not a voting member of the body. The committee should present this to the board. It could save the district \$200 a month.

Committee member Howell stated the committee could have a combination of ex officio members. It leaves us with 5 people subject to the brown act. Another possibility is the board members not on the committee could have two votes, appoint 7 people and the board can approve it. This would allow 3 people to work together on their own.

Chairman Bahringer stated this is a compromise and I like that approach. I like the ex officio option and the smaller group of 7 people.

The committee agreed to provide the Board with a recommendation to consider the full structure of the committees next year.

Vice Chair Dean responded I like the idea. We are tasked with what's on the CIP list. We had a Wastewater Treatment Plant tour. Are we going to be able to do another tour on the lift station? The rule is we can only communicate through the general manager. At the moment we are not allowed to contact staff.

Chairman Bahringer responded special districts are setup like this in California. As a courtesy, the general manager would ensure that staff doesn't have competing proprieties, prior to conducting a tour.

Ms. Madrid responded I'm interested in making that happen. If the entire committee wants to attend, we need to agendize it.

Mr. Gresens stated he's a supervisor over John and Jason and would be happy to accommodate any tours.

Chairman Bahringer will suggest to the board to expand the committee to 7 and a slate of appointees could be presented at the January meeting. If the slate is approved, we move forward. The board needs to discuss board members on the committee. The ex officio is a liaison and more independent.

Committee member Howell agrees with Chairman Bahringer, but with the amendment that the recommendation should include one or two board members as ex officios.

Ms. Madrid asked the committee if anyone be willing to take minutes?

Vice Chair Dean said the BRPCC had Haley taking minutes.

Committee Member Howell stated the person taking the minutes is so busy taking minutes.

Ms. Madrid stated we will provide a staff member.

B. Discussion and Consideration Regarding Naming the Sustainable Water Facility (SWF)

The committee would like to advise the Board that there's no need to make official recommendation at this time.

C. Discussion and Consideration Regarding the Tyler Incode Asset Management Module, Description, Price and Data Set that Supports It

Committee member Howell gave a brief update on the Tyler Incode module. We are looking at the asset tracking issue. I wanted to explore if it was reasonable to continue using KeepTrak. The quote is \$1200 to implement and \$582 a year to support. It does a great deal. He read the description of the module to the committee.

Mr. Gresens provided KeepTrak information to the committee (attached). I would need to talk to Tyler Incode regarding the work order.

Chairman Bahringer stated Mr. Gresens uses KeepTrak to know when to turn or record valves. This is asset management. We don't have the barcode scanning technology as it states in the module. I like the fact it's cheaper and possibility consider buying it within a year. KeepTrak is working well.

Mr. Gresens stated there are better systems out there.

Committee member Howell stated it will take time and resources to implement new software. I wouldn't recommend going forward with ordering another module, unless we get an idea with how to proceed. Tyler Incode offers interfacing, so data can be imported and exported. It would be nice if work can commence on inventory and we should continue with KeepTrak. If it looks like a good idea after working with Tyler Incode, the board can elect to go forward with it. It's worth continuing.

Public Comment:

Cindy Steidel: Is there an embedded report writer combability?

Ms. Madrid responded that we can investigate it.

Committee Member Howell stated if the committee desires, I can look into it.

The committee agreed.

Public Comment:

Tom Gray: This may be something to refer to the finance committee.

Committee member Howell stated software is infrastructure and it's suitable for this committee to do this.

Chairman Bahringer stated that Committee member Howell will track it.

Committee member Farmer stated this is something I'm totally incompatible of comprehending. I'd like to thank Dave Pierson for appointing Donn Howell.

D. Discussion and Consideration Regarding Adding an Additional Ad Hoc Committee for Water Resourcefulness

Chairman Bahringer stated this item was added by President Rice at the regular board meeting. Director Farmer wants the committee to consider adding these additional Ad Hoc Committees. I recommend we hold off on this item until the 7-member group is formed and then we charter the board to delve into the policy and implementation of water resourcefulness.

Committee member Farmer said the state is focused on efficient use of water available. This is the direction we should go in. Ultimately finding the most efficient way to use water in this community and the way we can get grant funding. If we formed two subcommittees, this would be the best way to move forward.

Ms. Madrid asked what the status of the water use efficiency plan?

Mr. Gresens responded we did complete a water use efficiency plan and it's available on our website.

Chairman Bahringer stated the Infrastructure Committee would like to form a subcommittee and once there's 7 members, we can move things forward.

4. FUTURE AGENDA ITEMS

There were no future agenda items.

5. ADJOURN

Chairman Bahringer adjourned the meeting at 11:26 a.m.



FINANCE COMMITTEE

REGULAR MEETING

Thursday, October 11, 2018 - 10:00 AM to 12:00 PM
1000 Main Street Cambria, CA 93428

MINUTES

A. CALL TO ORDER

Chairman Pierson called the meeting to order at 10:06 a.m.

B. ESTABLISH QUORUM

A quorum was established.

Committee members present: David Pierson, Cindy Steidel and Dewayne Lee.

Amanda Rice arrived at 10:48 a.m.

Committee members absent: Ted Siegler.

Staff present: Acting General Manager Monique Madrid, Finance Manager Pamela Duffield, Interim Finance Manager Alleyne LaBossiere, District Engineer Bob Gresens and Deputy District Clerk Haley Dodson.

Public present:

Crosby Swartz

Laura Swartz

Leslie Richards

Harry Farmer

Donn Howell

Paul Nugent

Cheryl McDowell

C. CHAIRMAN'S REPORT

There was no Chairman's report.

Chairman Pierson welcomed Pamela Duffield to the Finance Committee and to the District.

1. PUBLIC COMMENT

Public Comment:

Laura Swartz: there was going to be separate account for operational fees. How's that going to be done?

Mr. LaBossiere responded that a general ledger account can be setup to track revenue amounts.

Public Comment:

Cheryl McDowell: Is there an income and expense report for each department?

Committee member Steidel stated the Infrastructure Committee is looking into Tyler Incode modules.

Mr. LaBossiere stated it's already being done. It's in the budget report by total and account number.

Chairman Pierson responded she's looking for a separate expense report.

Mr. LaBossiere responded that the current system doesn't allow for it. It's a manual process.

Committee member Lee asked how close are we to switching to Tyler Incode?

Mr. LaBossiere said the starting process will begin around December 1st.

Committee member Steidel asked what modules will be used from Tyler Incode?

Mr. LaBossiere responded we will use the same ones we are currently using.

Mr. Gresens stated the project cost accounting module is included in the original purchase. The fixed asset module is an additional cost. The Infrastructure Committee may have more discussion on it. The maintenance feature isn't included and it's an additional cost.

Committee member Steidel asked how much is the maintenance feature?

Mr. Gresens responded the work order module is \$6k and \$3k annually. This doesn't include fixed assets.

Public Comment:

Donn Howell: KeepTrak is cheap for a single user. We need to review it in greater detail. It's going to be awhile before the new software is implemented. I've never seen an implementation plan so laid out. We can anticipate a 10-month timeframe for implementation. I think going forward with Tyler Incode is good, I was initially against it.

Paul Nugent: He has questions about fuel allocation and the way fuel is tracked.

Mr. LaBossiere stated each vehicle has a fuel card. It is tracked by card as long as the card stays with the vehicle.

Public Comment:

Paul Nugent: Is there a crosscheck for mileage?

Mr. LaBossiere responded no.

Public Comment:

Paul Nugent: Jason said there was a water leak that couldn't be addressed until Sunday. What's the timeline for an emergency?

Ms. Madrid responded the District would respond to a leak provided we know about it and depend on when we were notified. Our response to water leaks and wastewater spills is a reasonable amount of time which is estimated to be 45 minutes.

Public Comment:

Laura Swartz: We are looking for a new general manager. There were two separate jobs when we came here, the head of the pipes and a town manager. Mr. Gruber took over both jobs but there was too much power in one place and wasn't economically feasible. Is there any thought about going back to the other way and not paying them as much? The power will be separated, and we'd have people with skills to manage the town and pipes.

Chairman Pierson responded I'm not sure that's true. There were two people reporting to the Board of Directors?

Public Comment:

Laura Swartz: I'm not sure. Tammy was the overall manager and the other person had the expertise to manage pipes. I don't know if they reported to the general manager.

Leslie Richards: Bryan Bode was the services manager.

Chairman Pierson responded the board doesn't want two direct reports. They want a general manager. If we hire someone who is wonderful in utilities, they may not want a chief engineer or manager, they may want a wastewater or water person reporting to them. We allow them to do that. We will ask these questions during interviews.

Public Comment:

Laura Swartz: As we hire a new GM, what direction will we take? Jerry had so much knowledge on pipes and we were dependent on him for two different positions.

Ms. Madrid responded that you talk about the power. The Chief Plant Operator and Supervisors report to the District Engineer and are required to report to the regulatory agencies as far as permitting. The general manager oversees them as far as CCSD policies. There is a division of power. Jerry took on utility manager duties and Bob took on some of the utility positions.

Public Comment:

Leslie Richards: Bob, you're retiring this year? Will the district replace your position with a fulltime engineer?

Mr. Gresens responded I'm strongly considering it at this point.

Chairman Pierson responded we will let the general manager decide the structure.

Public Comment:

Paul Nugent: I sent an email to board@cambridgesd.org but it went to a staff member and as far as transparency and open communication, why is it going to a staff member?

Chairman Pierson responded that the director's emails are listed on the website.

Public Comment:

Paul Nugent: If we are looking for talent, specify the role you're looking for and let the talent come to it.

Chairman Pierson responded that's not what we are going to do. We are getting together a posting to go out on websites and magazines and it will include the duties & responsibilities and a number of knowledge and skills required and then we will direct them to the website where we will have the full job description. We will get resumes and try to match them up. The people that match up, we will interview. These questions should be going to the full board, not us.

Public Comment:

Leslie Richards: We were encouraged to come to the Infrastructure and Finance Committees to ask questions.

2. CONSENT AGENDA

A. Consideration to Approve the September 13, 2018 Regular Meeting Minutes

Chairman Pierson stated Haley did a marvelous job on the minutes.

Committee member Lee motioned to approve the meeting minutes.

Committee member Steidel seconded the motion.

The motion was approved: 3-Ayes (Lee, Steidel, Pierson), 0-Nays, 2-Absent (Rice and Siegler)

3. REGULAR BUSINESS

A. Discussion Regarding Progress Made on Budget, Allocated Overhead and Reserve Fund Policies and the Finance Manager's Input on the Policies

Chairman Pierson introduced the item. The allocated overhead is addressed in the budget policy as currently written.

Chairman Pierson asked Ms. Duffield to provide her suggested budget policy changes to the committee.

Mrs. Duffield provided her revisions to the committee.

Chairman Pierson stated the full board will be looking at a reorganization of the standing committees in December and this will be a time we can address the timing of the meetings.

Committee member Rice stated Ms. Madrid has a grasp of what the committee is looking for.

Chairman Pierson suggests that Ted, Monique and Pam revise the final paragraph.

The committee had a discussion regarding reserve funds.

Public comment:

Laura Swartz: It's important to know what the EWS is costing us.

Cheryl McDowell: Can you ask to define their bills, so you can chart it.

Leslie Richards: You need to refer this question to district counsel.

Chairman Pierson stated we must account for the SWF and it's being done now.

Committee member Rice stated we need a vehicle replacement program.

Chairman Pierson stated we need to update the vehicle use policy.

Chairman Pierson recommends the committee skip the reserve policy and move onto the next item.

The committee agreed.

B. Discussion and Consideration Regarding Developing an Inter-fund Loan Policy

Chairman Pierson introduced the item and stated we need an adhoc committee to revise the inter-fund loan policy. At the August board meeting staff gave 4 examples of inter-fund loan policies. Would anyone like to volunteer to revise the policy?

Committee member Rice stated that Vice Chair Siegler had to take on the budget policy and I don't want to take it on with everything going on.

Chairman Pierson volunteered to revise the policy.

C. Discussion and Consideration Regarding New Budget Based on Rates Passing or Not Passing

Chairman Pierson introduced the item.

Mrs. Duffield stated February is the appropriate month to do this.

Public Comment:

Harry Farmer: There is \$200k allocated for influent screen, \$800k for the rest of the year if the rate increases approved. It's roughly a million combined but the rate increase determined if we were going to spend \$800k.

Committee member Rice stated we can't shut off water for nonpayment soon. You must give them a sixty-day notice.

D. Discussion and Consideration of Structure of Finance Standing Committee

Chairman Pierson introduced the item and stated the Infrastructure Committee discussed it. There's talk of going to more members, less board members being on the committee and consolidation. Any thoughts?

Committee member Lee stated we would be in a better position if we can have a few more members and not be so constrained. The only advantage to putting the committees together is the administrative part. It's an expense every time we have a meeting. If we can consolidate that, it would streamline it and have several subcommittee meetings and bring it to the full committee to propose it to the board. We are trying to save money and time for the board and get more public input. The more ideas we have, the better we are at making suggestions.

Committee member Steidel responded I support Committee member Lee and being able to reduce costs. The same members of the public attend both meetings and it would be proactive by having a single committee with working groups.

Chairman Pierson agreed.

Public Comment:

Cheryl McDowell: It would be an asset to hear opinions and constructive criticism from employees.

Paul Nugent: If i were a CCSD employee, rate payer and customer and I wanted to be involved in the process, how would I do that?

Chairman Pierson responded if the agenda calls for items that we need staff input on, yes. But, most of the time they need to be out serving the customers. It would be by invitation only.

Committee member Rice stated a larger committee is good and there could be an advantage to combining them both. I spent a year and couple months on a water emergency alternatives committee and that's all we did. It took us time to get up to speed. There is some advantage to the specialty factor. I like larger committees and working groups, which makes it more of a collaborative effort and not putting it on staff to bring materials for the basis of discussion. I really do think that having at least one board member is critical and I'm going to say that it's difficult since the Vice Chair isn't a board member. It might be helpful for it to be the President and Vice President as Chairman and Vice Chair. I'd like to call Los Osos and see how they do it.

Committee member Steidel stated another option is not have a board member participating on the committees.

Committee member Rice responded I think it's good for a board member to participate so they can try and keep the committee on track.

Committee member Steidel responded that we had a strong Chairman and were kept on track.

Committee member Lee stated I think this committee should function as a working process of the board. We should only be discussing and doing the work the board wants us to do.

Committee member Rice stated there aren't reports from the committee at the board meetings. That would be easily be accomplished by adding the minutes to the board agenda.

Chairman Pierson asked if that's possible?

Ms. Madrid responded yes.

Public Comment:

Donn Howell: I think separate committees are a good idea. We had a motion to submit a report. The committee membership should be increased to 7, with one board member being an ex officio. The board member would be a liaison to the full board. In terms of chairing and voting, we all felt more comfortable if we had the resource but didn't feel constrained by the board member.

Crosby Swartz: They can set a meeting schedule and frequency.

Leslie Richards: You have Finance and Infrastructure Committees and I suggest you keep them separate. Can someone can take the minutes?

Paul Nugent: I can probably organize people to share that. I could totally do it once or twice a month.

Committee member Rice stated we need a self-appointment process like PROS and the water emergency committee.

E. Discussion and Consideration Regarding Adding an Additional Ad Hoc Committee for Grant Funding

Chairman Pierson tabled this item until February. The board approved spending 4,500 to eCivis to get their service for grant notifications. I'm currently the ad hoc committee looking for grant opportunities for eCivis.

Public Comment:

Cheryl McDowell: Do we have a grant writer?

Committee member Steidel suggested asking the community if they'd like to provide grant writing assistance.

Public Comment:

Leslie Richards: You should look again in February. The deadlines are the first of the year.

4. FUTURE AGENDA ITEMS

There were no future agenda items.

5. ADJOURN

Chairman Pierson adjourned the meeting at 12:14 p.m.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.A.**

FROM: Monique Madrid, Acting General Manager

Meeting Date: November 15, 2018

Subject: MANAGER'S REPORT

ACTING GENERAL MANAGER:

It has been another whirlwind month. Although the period between meetings during the holiday season is reduced, we continue to manage operations in the same manner.

The new water, sewer and SWF rates were adopted and are now being implemented. Staff is working with the Infrastructure Committee and the Finance Committee to create a work plan which will assist in identifying the available monetary resource and pair it with the ability to conduct the work during the remainder of this fiscal year. I met with all of our Managers and Supervisors to request they prepare their work plan to allow us to inform the two committees. Our intent is to present them to the committees for review and revisions. We will continue to work on this process and prepare a plan to present to both committees, followed by bringing their recommendations to the full Board. We continue to keep a close eye on our expenses and strive to spend only what is essential for operations until we have a plan in place.

We recently met with an SDRMA representative related to various miscellaneous and safety policies. He toured each facility and I am happy to report we had a good review. There are some areas where we can improve our facilities and staff is working to make those improvements. One of those areas is to prepare a process to maintain the mileage of each vehicle as well as a numbering system to identify each truck/vehicle as a CCSD asset and ease to identify to which department they belong.

We are beginning to prepare for some of our staff to be out of the office due to the Holiday season. The District office will be closed for Thanksgiving on Thursday, November 22, and Friday, November 23, 2018.

The PROS Committee has decided staff should be present only when necessary and by invitation of the Committee.

We will be bringing forth an item on the December agenda for the Board to address adjusted rates for low income ratepayers.

Attached please find the various Department managers' and supervisors' staff reports for the Board's review. The Departments are Administration, Human Resources, Engineering, Fire, Facility and Resources, Water, Wastewater and Sustainable Water Facility. Over the past several years, these department reports have evolved to show both the community and the Board the broad range of responsibility and the scope of services that the CCSD provides to the community, visitors, the CCSD Board of Directors and to each other.

ADMINISTRATION:

During the end of October and throughout the month of November, the Acting General Manager and Deputy District Clerk worked on the following items:

Human Resources:

- Prepared for and attended multiple labor negotiation meetings with both represented groups, closed session, and lead negotiator
- Met with several employees for various Human Resources matters

¹¹²
Recruitment:

- Held interviews for the Water Systems Operator position and began the background process

Trainings:

- Haley attended the Ethics AB 1234 webinar

Board Meetings:

- Attended multiple agenda preparation meetings
- Coordinated sending out staff report reminders to Managers
- Coordinated with the Board of Directors and staff regarding the November 15, 2018 regular meeting
- Followed up on Board action and document preparation and distribution

Finance Committee:

- Prepared the November regular meeting agenda packet
- Multiple meetings to review various items related to the meeting
- Sent out agenda review emails to Mr. Pierson and Mr. Siegler

Infrastructure Committee:

- Prepared the November regular meeting agenda packet
- Multiple meetings to review various items related to the meeting
- Sent out agenda review emails to Mr. Bahringer and Mrs. Dean

PROS Commission:

- Haley handles the preparation, distribution and posting of the PROS Commission meeting agendas and minutes
- Posted the approved October regular meeting minutes
- Published the November regular meeting agenda packet

Meetings:

- Prepared for and conducted bi-weekly Administrative Office staff meetings
- Emailed Acting General Manager and Board of Directors regarding various meeting reminders in Cambria
- Attended weekly operational phone calls
- Attended various meetings with multiple staff members regarding a wide variety of operational matters
- Met with SDRMA Safety Consultant John Binnie SDRMA and provided department tours

Miscellaneous:

- Worked on public record requests and responses, review documents, redact as appropriate and provide responses to the requestor
- Participated in multiple operational meetings with various managers and administrative staff
- Processed purchase orders for multiple vendors
- Worked on the District Transparency Certificate of Excellence website requirements

Engineering Department:

- Met with the District Engineer and Management Analyst
- Met with the Management Analyst to address multiple operational matters

Facilities & Resources Department:

- Met with the Facilities & Resources Manager

Fire Department:

- Met with the Fire Chief

Finance Department:

- Tyler Incode will be postponed until the Finance Manager is better acclimated
- Met with the Finance Manager to on several occasions discuss and assist with multiple Finance Department matters
- Review and improve accounts payable process and provide support needed to staff

Wastewater Department:

- Met with Wastewater Department Supervisor

Water Department:

- Met with Water Department Supervisor

FACILITIES AND RESOURCES:**1. Fiscalini Ranch Preserve:**

- a. Eucalyptus sprouts:
 - i. Facilities Staff cut and chipped eucalyptus sprouts on hill next to the new dog park.
- b. Trail work:
 - i. Staff cleared back two forest trails from encroaching branches. All branches were chipped.
 - ii. Santa Rosa Creek Trail:
 1. Staff cleaned up 4 willow trees that had uprooted and were blocking the trail. Willows were cut up and chipped.
 - iii. FFRP Monthly Work Day:
 1. Facilities Staff assisted FFRP volunteers in spreading wood chips on two forest trails.
- c. Community Park:
 - i. Large willow uprooted by the park, partially blocking trail. Willow was cut up and chipped.
 - ii. Homeless camp was discovered next to the pedestrian bridge. Staff is in the process of cleaning up site.
- d. CYAA Fun Run:
 - i. On October 21st the annual CYAA Scarecrow fun run has held. The event was from 9-11 am. Both Bluff trail and Marine Terrace trails were used for the event.
- e. 3 wedding ceremonies were held on the Bluff trail last month.
 - i. All weddings followed the event policy for the Ranch. The policy limits the amount of people, the area where the event can happen and requires insurance be provided for the event.

2. CCSD Lot:

- a. Staff is working with a homeowner, who built a compost station and sitting area on a CCSD owned lot. Removal of the structure and remediation of the area is in progress.

3. Erosion Control Project:

- a. Project was reported on last month and is completed.
- b. Facilities Staff has been watering the site twice a week with non-potable water.

4. Skate Park:

- a. Facilities Staff is working on making repairs to the park. 2 air vents screens, broken siding on the side of the small ramp and a hole on the concrete ramp are in the process of being repaired.

5. Dog Park:

- a. Staff cleaned up weeds on parking lot and inside and outside fence of park
- b. Parking Lot accident.
 - i. A railing on the parking lot was hit. The railing was welded back in place.

6. Public Restrooms:

- a. Staff continues to coordinate cleaning and restocking of both restrooms on Sheffield and Center St.
- b. Graffiti and damaged dispensers were cleaned up and replaced in Center St. Restroom.

7. Vets Hall:

- a. 22 events were held at Veterans Hall since last regular Board Meeting.
- b. Grease traps in kitchen were pumped out.

ENGINEER:

Key Engineering Department activities since the October 25, 2018 Board meeting report (prior staff report prepared on October 16, 2018) to the date of this report's preparation, which was November 5, 2018), are summarized below. Please also see detailed discussions provided under the Wastewater, Water, and SWF subsections.

- Sustainable Water Facility (SWF):
 - The Advanced Water Treatment Plant (AWTP) has remained offline.
 - Staff revised the SWF Operations, Maintenance and Monitoring Plan (OMMP) in response to comments received from the Water Board's Jon Rokke and Jeff Densmore. To date, we are waiting on their approval of this latest update.
 - The impoundment basin closure activities are continuing. As of November 5, 2018, the impoundment basin water level was at 36.5 inches of depth. Laboratory results confirmed the sediment collected along the northern edge of the pond was non-hazardous, which may allow for to be disposed of at a municipal landfill.
 - Chief Plant Operator Jim Green continues to work on preparations to allow restarting the facility. Although water levels in the production wells have remained higher than normal for this time of year, staff is still planning to perform an operational test that would recirculate water into the adjacent percolation basin. Currently, we are working with Hach on the repair and calibration of a chlorine analyzer, which is needed prior to recirculation testing. CPO Jim Green will be leading the recirculation testing effort. Because water operator Larry Moore retired on October 31, 2018, Jim will be undertaking most of the hands-on operation during this test. We also plan to coordinate with our primary H2O Innovations contact (primary equipment supplier for the SWF) to gain from their in-depth knowledge.
 - Staff have continued to coordinate with County planning and our biologist Cindy Cleveland on her work associated with the ESA Section 7 consultation process. This is associated with the regular CDP.
- Influent Screen Installation at Wastewater Treatment Plant
 - On November 2, 2018, Brough Construction submitted details associated with the catwalk area, which are currently under review.
- Miscellaneous:
 - Permit Counter. For the 2018 Calendar Year: 3 Transfer of Positions, 18 Assignments, 16 Voluntary Lot Mergers, 5 New/Re-Construction Applications, and 53

Remodel/Change-of-Use Applications were received for processing. We have also processed 4 applications to extend ITS letters.

- During the past month, Melissa Bland conducted 7 retrofit inspections.
 - Staff attended the October 18, 2018 CenCal Local Government Partner Workshop sponsored by SLO County's Energy Watch program.
 - Staff is reviewing draft work by the SWRCB on the licensing of existing water rights.
 - Staff attended the October 30, 2018 standing Infrastructure Committee meeting and the November 1, 2018 standing Finance Committee meeting. As requested, input was provided, which required meeting with the three department supervisors (Water, Wastewater, SWF) on CIP priorities, estimating the maximum amount that could conceivably be spent towards CIP projects during the second half of FY 2018/2019, and updating the CIP summary sheets.
 - Tours were conducted on October 17, 18, and 23 on the Wastewater, Water and SWF for Monique Madrid and Haley Dodson.
 - Interviews were held for the Water Operator position being vacated due to Larry Moore's retirement.
 - Jim Green was assigned interim duties to serve as Water Department Supervisor due to Jason Buhl being on leave.
 - Coordination was provided to SLO County's Brendan Clark with the ongoing Prop 1 grant associated with certain wastewater treatment plant improvements. This effort was primarily associated with a ranking procedure that assigns scoring points and the associated research and documentation.
- Well Levels
 - Current well levels are above average for this time of year.

WASTEWATER:

Wastewater Treatment Plant Operations

- This month staff took down the #3 effluent pond and cleaned it out. We had a few days with high Turbidity (not a permit violation) so, after the pond was cleaned out, we vacuumed out the effluent wet well.
- We were able to weld up a few more air leaks on the supply line air headers for the digesters. It looks like this may be an ongoing task.

Collection Systems & Lift Stations

- This month staff found all the manholes in the Sheffield canyon. After uncovering the manholes staff removed root intrusion in a few of the manholes. Staff was then able to jet the lines leading up the hill half way and then down the hill the other half.

Laboratory:

- Last month, Toni shipped the turbidimeter back to HACH for refurbishment, an annual requirement for this kind of equipment. Wastewater staff is now responsible for the monthly calibration of our analyzers; this was previously done using an outside vendor. When a problem with an analyzer arises that cannot be repaired internally, we ship the equipment to the manufacturer for the necessary maintenance.
- The pH analyzer, which failed in August, has been repaired and is back in regular use.

Administrative:

- Jason Vormbaum took and passed his grade I LAB test and is now certified by California Water Environment Association (CWEA).

- Jason Vormbaum took and passed his grade I electrical exam and is now certified by CWEA in electrical repair.
- James (Jim) Fredle has now been with the District for over a month and is proving to be a valuable member of our team. He came to us tri-certified in Wastewater Grade II, Water Treatment Grade II and Water Distribution Grade II. James also holds a lab certification from CWEA.

WATER:

Prepared by: R Gresens

1. The SWF remained offline with water operator Larry Moore assisting the SWF CPO with maintenance of the filter membranes, water sampling requirements, and other plant maintenance. Larry Moore also retired, with October 31, 2018 being his last day.
2. Jim Green began serving as interim Water Department Supervisor on October 27, 2018 due to Jason Buhl being on leave.
3. Operator Adam Steventon received his T3 operator certificate, which is being mounted on the wall of the reception area of the District office. Congratulations Adam!
4. Adam Steventon completed the bi-monthly meter reads.
5. Jim Green and Ben Grosskreutz prepared for water operator certification exams. (On Saturday November 3, 2018, Jim took the T4 water operator certification exam, while Ben took the T3 water operator certification exam.)
6. On October 31, 2018, Andrew Lyman and Delone Blackburn (of the wastewater department) assisted with pickup and delivery of the new dump truck, which was in Salinas. The new truck is a great improvement towards safety and reliability when compared to the old worn out dump truck.



New Dump Truck

7. Andrew Lyman began taking on-call duty now that he has become more familiar with operations.
8. On October 31, 2018 Antonio Martinez of Hach instrumentation repaired and calibrated the chlorine analyzer and turbidity analyzer at the San Simeon well field. He will be returning during November to work on the SWF chlorine analyzer, and instrumentation at Well SR4.
9. Water Department Supervisor Jason Buhl completed and submitted all four required state reports. Three reports were related to our active production wells. One was related to weekly water quality samples taken throughout the water system. The last monthly report breaks down water production and usage.

- 117
10. Water production and well levels are reported in the attached graphs and charts. As of writing this report, water is still flowing past both active production wells located on Santa Rosa Creek.
 11. The following table summarizes key activities that Water Department staff responded to during the month of October:

Activity	# Completed
Manual Meter Reads/Locates for Billing Purposes	32
Customer assists for high water usage on customer side of meter	40
Locking/Unlocking Water Meters	2
Meter Shut-Off/Turn-On at Owner's Request	5
Repairs of distribution system leaks	3
After-Hours System Alarm Responses	9
USA Locations	25
Meter dial and/or transmitter replaced	2
Water Service Line Info Request	2

Attachments:

1. Production and Well Graphs
2. Public Records Requests and Responses

CAMBRIA COMMUNITY SERVICES DISTRICT
WELL WATER LEVELS FOR 11/5

Well Code	Distance Ref. Point to Water Level	Reference Point Distance Above Sea Level	Depth of Water to Sea Level	Remarks
SANTA ROSA CREEK WELLS				
23R	32.66	83.42	50.76	
SR4	29.95	82.00	52.05	
SR3	23.21	54.30	31.09	
SR1	19.12	46.40	27.28	
RP#1		46.25		
RP#2		33.11		Not Read
21R3	9.79	12.88	3.09	41695
WBE	13.45	16.87	3.42	
WBW	13.86	17.02	3.16	
AVERAGE LEVEL OF CCSD SANTA ROSA WELLS SR1 & SR3 =				29.19 FEET
CCSD SANTA ROSA WELL SR4 =				52.05 FEET

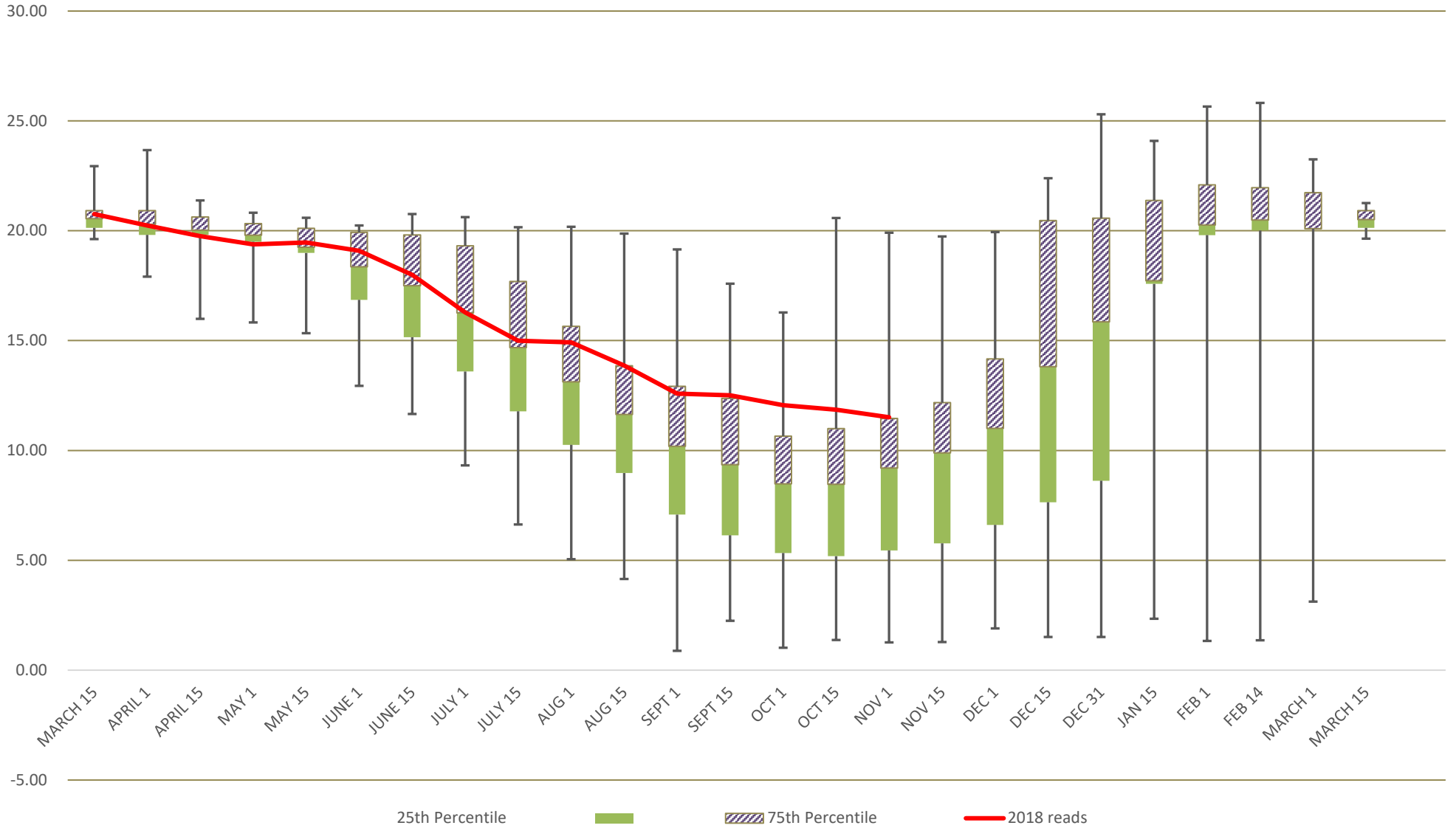
SAN SIMEON CREEK WELLS				
16D1	8.06	11.36	3.30	
MW4	12.48	15.95	3.47	
MW1	19.52	42.11	22.59	
MW2	18.85	38.10	19.25	
MW3	24.89	49.56	24.67	
9M1	28.75	65.63	36.88	
9P2	13.02	19.11	6.09	
9P7	13.49	20.69	7.20	
9L1	21.14	30.50	9.36	
RIW	17.42	25.41	7.99	
SS4	18.08	25.92	7.84	SS4 to 9P2 Gradient = + 1.75
MIW	18.86	29.89	11.03	
SS3	22.05	33.73	11.68	
SS2	21.45	33.16	11.71	
SS1	21.22	32.37	11.15	
11B1	45.37	105.43	60.06	
11C1	38.93	98.20	59.27	
PFNW	34.96	93.22	58.26	
10A1	40.51	78.18	37.67	
10G2	30.60	62.95	32.35	
10G1	28.59	59.55	30.96	
10F2	36.74	66.92	30.18	
10M2	34.60	55.21	20.61	
9J3	25.79	43.45	17.66	
lagoon	20.24			mitigation erosion none
AVERAGE LEVEL OF CCSD SAN SIMEON WELLS SS1,SS2 & SS				11.51 FEET

revised 6/6/16

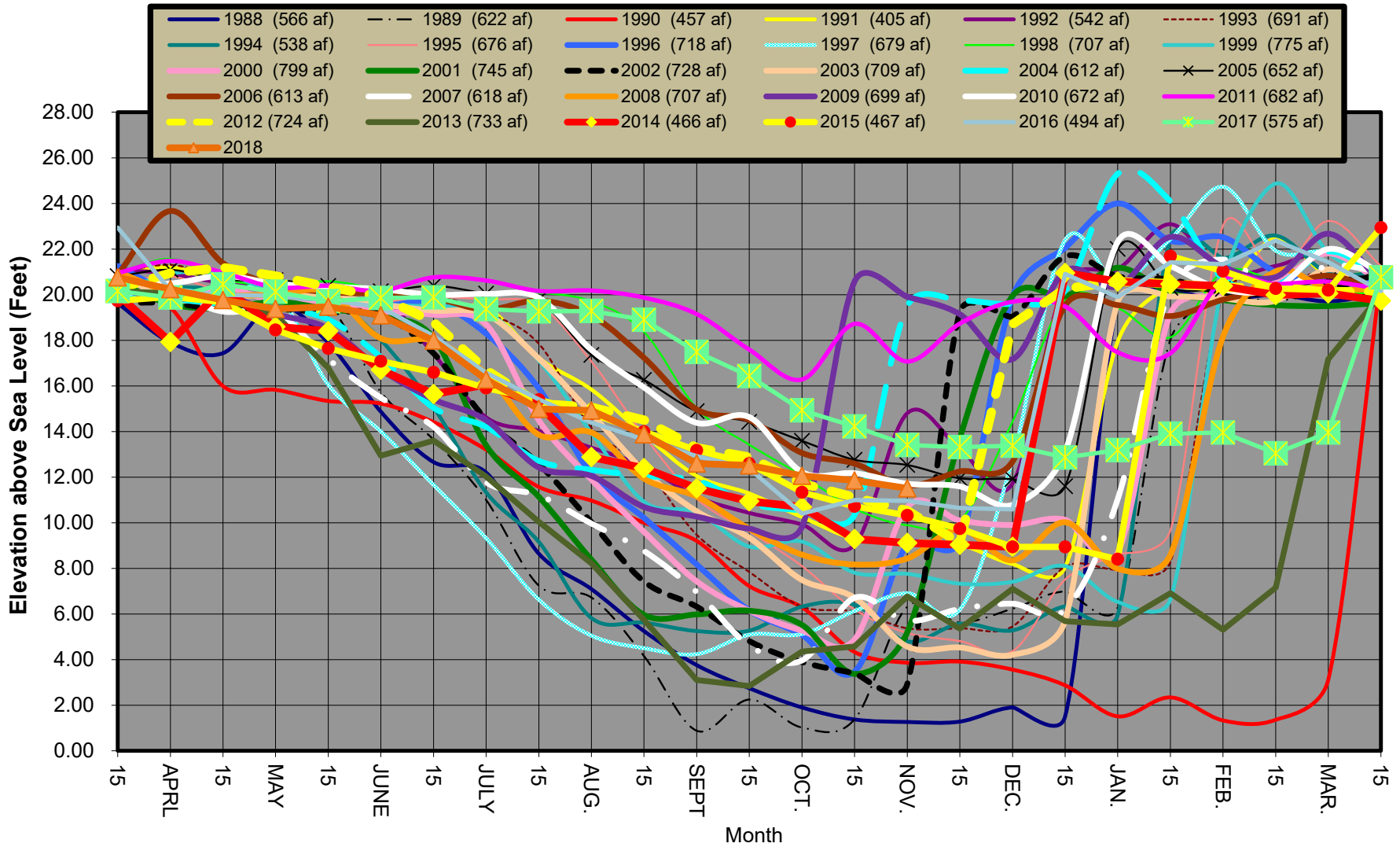
Red Font are the CCSD's Production Wells, as measured on 05-Nov-18

reference point on 16d1,miw1,miw2,miw3,9p7,riw,miw1,ss1,ss2 and ss3 updat 2/17/2015

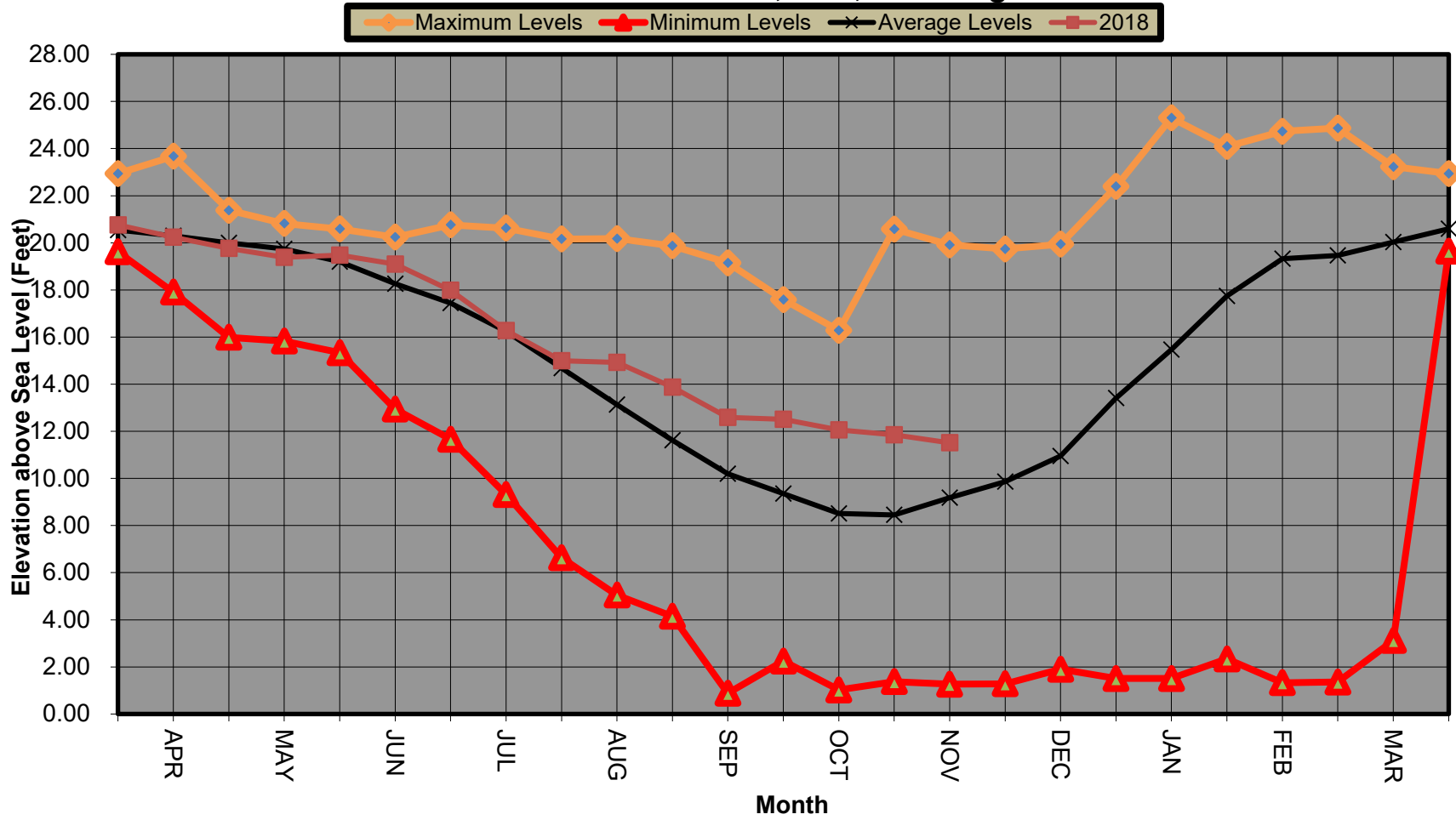
1988 to Current Statistical San Simeon Well Level Summary by Month
showing Minimums, Maximums, 25 % Percentile, 75% Percentile
Average Level is the line between the Purple (hatched) and Green (solid) bars



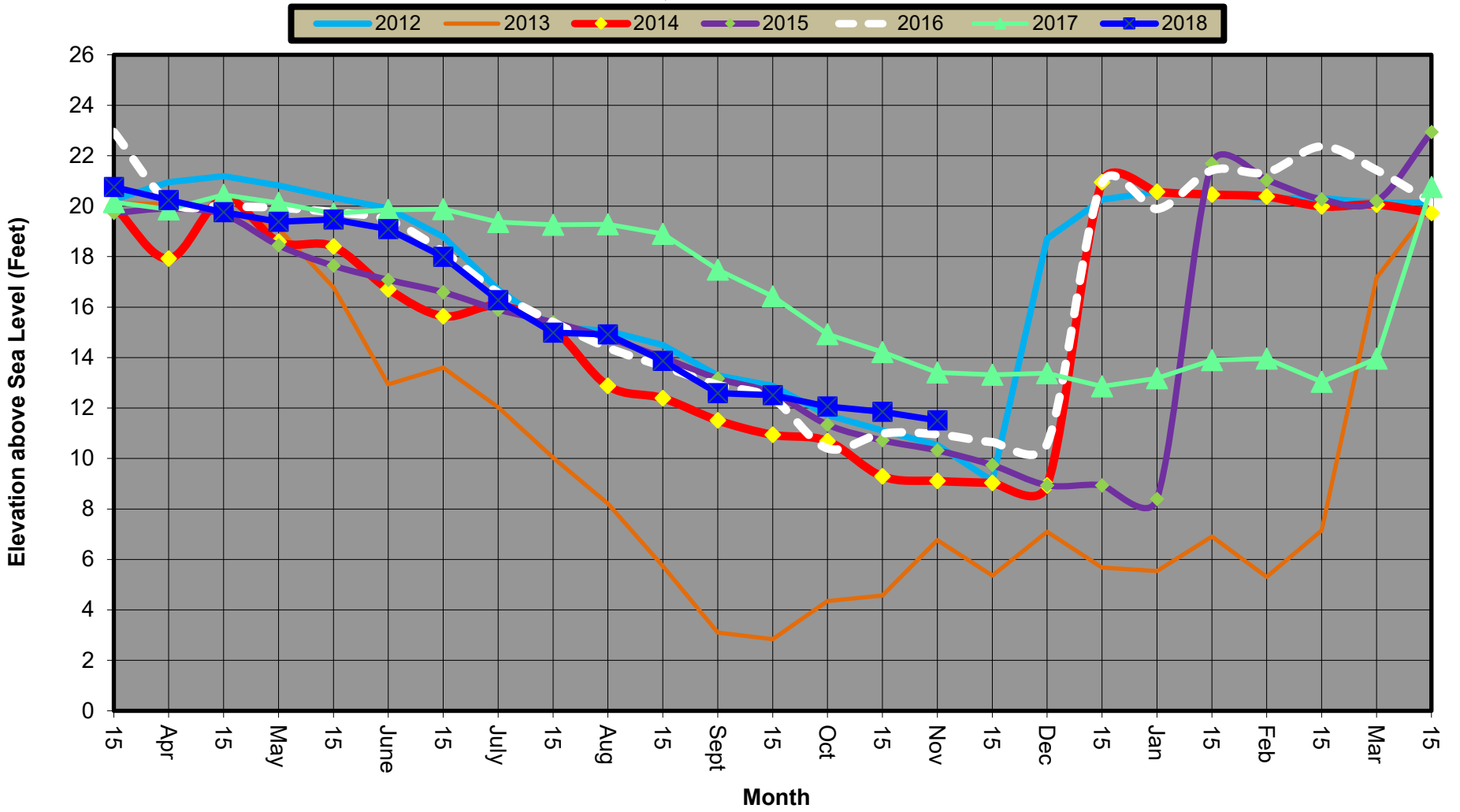
San Simeon Creek Well Levels 1988 - Current



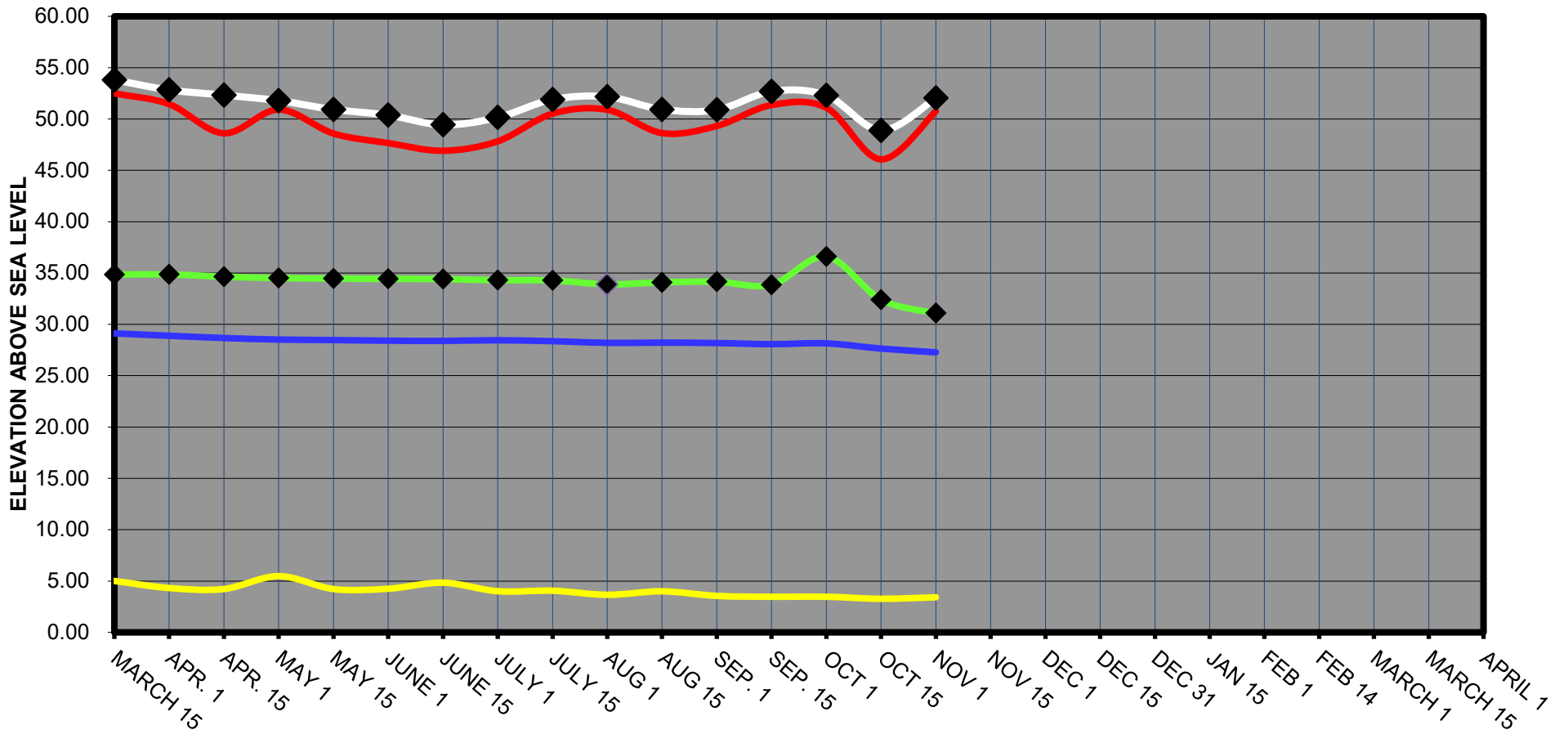
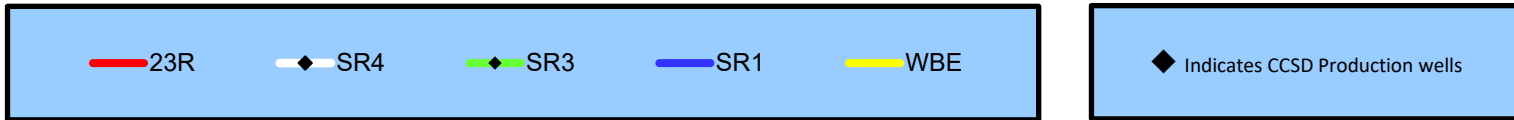
San Simeon Creek Well Levels Mid-March 2018/2019 levels to date and 1988 to Current Min, Max, & Average



San Simeon Creek Well Levels Last 7 years March, 2011 - Current



SANTA ROSA CREEK WELL LEVELS March 15th, 2018 - Current



2018
CAMBRIA COMMUNITY SERVICES DISTRICT
GROSS WATER PRODUCTION, BY SOURCE
REPORTED IN ACRE-FEET

YEAR	SOURCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL	YEAR
2006	S.S.	50.81	49.10	48.82	49.65	60.58	65.65	56.12	59.67	52.49	42.86	34.46	42.75	612.96	2006
	S.R.	0.00	0.78	0.00	0.62	0.74	2.56	23.58	20.72	20.17	23.88	26.46	13.63	133.14	
	SS & SR TOTAL	50.81	49.88	48.82	50.27	61.32	68.21	79.70	80.39	72.66	66.74	60.92	56.38	746.10	
2005	S.S.	50.05	46.16	51.09	55.01	65.70	68.81	80.52	61.60	48.71	47.08	40.83	36.70	652.26	2005
	S.R.	0.00	0.62	0.93	0.76	0.76	0.73	1.64	17.32	20.25	21.69	16.92	7.36	88.98	
	SS & SR TOTAL	50.05	46.78	52.02	55.77	66.46	69.54	82.16	78.92	68.96	68.77	57.75	44.06	741.24	
2004	S.S.	55.83	51.40	58.56	64.33	67.98	52.62	47.04	39.68	41.06	34.80	49.30	49.92	612.52	2004
	S.R.	0.00	0.61	1.17	4.84	8.68	22.08	30.80	36.30	27.32	24.95	1.73	1.63	160.11	
	SS & SR TOTAL	55.83	52.01	59.73	69.17	76.66	74.70	77.84	75.98	68.38	59.75	51.03	51.55	772.63	
2003	S.S.	52.73	49.97	57.35	58.32	62.82	68.22	65.05	63.34	58.91	67.08	56.20	48.84	708.83	2003
	S.R.	0.70	1.11	0.48	0.94	1.84	5.63	19.77	22.04	16.00	6.58	3.12	5.84	84.05	
	SS & SR TOTAL	53.43	51.08	57.83	59.26	64.66	73.85	84.82	85.38	74.91	73.66	59.32	54.68	792.88	
2002	S.S.	54.43	52.23	60.70	65.43	60.75	55.13	66.79	73.35	66.59	62.03	56.36	53.98	727.77	2002
	S.R.	1.28	1.27	1.10	1.11	14.82	22.79	19.54	9.67	3.52	4.02	2.04	0.55	81.71	
	SS & SR TOTAL	55.71	53.50	61.80	66.54	75.57	77.92	86.33	83.02	70.11	66.05	58.40	54.53	809.48	
2001	S.S.	56.16	48.05	55.92	60.69	73.30	77.51	85.01	78.50	53.45	56.21	48.16	52.29	745.25	2001
	S.R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.78	21.08	16.87	8.06	0.89	52.68	
	SS & SR TOTAL	56.16	48.05	55.92	60.69	73.30	77.51	85.01	84.28	74.53	73.08	56.22	53.18	797.93	
2000	S.S.	56.41	50.43	55.27	65.40	70.84	73.60	85.00	84.68	73.30	65.60	58.49	59.80	798.82	2000
	S.R.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	SS & SR TOTAL	56.41	50.43	55.27	65.40	70.84	73.60	85.00	84.68	73.30	65.60	58.49	59.80	798.82	
1999	S.S.	56.40	45.26	52.16	57.40	70.43	71.35	85.41	82.68	69.45	68.04	57.78	57.69	774.05	1999
	S.R.	0.01	0.01	0.01	0.04	0.02	0.07	0.01	0.02	0.32	0.02	0.00	0.00	0.53	
	SS & SR TOTAL	56.41	45.27	52.17	57.44	70.45	71.42	85.42	82.70	69.77	68.06	57.78	57.69	774.58	
1998	S.S.	44.39	46.36	47.00	50.53	56.43	63.43	77.75	80.30	68.35	66.58	54.06	52.13	707.31	1998
	S.R.	0.01	0.01	0.01	0.01	0.00	0.01	0.01	0.09	0.01	0.00	0.00	0.00	0.16	
	SS & SR TOTAL	44.40	46.37	47.01	50.54	56.43	63.44	77.76	80.39	68.36	66.58	54.06	52.13	707.47	
1997	S.S.	50.61	49.20	65.66	68.65	76.18	79.14	82.31	57.02	37.32	27.50	38.96	45.96	678.51	1997
	S.R.	0.02	0.08	0.02	0.02	0.02	0.02	0.38	25.92	31.54	36.85	12.41	0.01	107.29	
	SS & SR TOTAL	50.63	49.28	65.68	68.67	76.20	79.16	82.69	82.94	68.86	64.35	51.37	45.97	785.80	
1996	S.S.	46.66	43.40	47.39	56.95	66.18	70.83	75.70	77.27	68.23	65.58	50.37	49.43	717.99	1996
	S.R.	0.01	0.03	0.03	0.03	0.03	0.01	0.03	0.02	0.01	0.02	0.02	0.02	0.26	
	SS & SR TOTAL	46.67	43.43	47.42	56.98	66.21	70.84	75.73	77.29	68.24	65.60	50.39	49.45	718.25	
1995	S.S.	41.30	41.10	47.10	52.14	53.50	59.00	74.70	74.10	65.40	64.70	55.30	47.60	675.94	1995
	S.R.	1.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.90	
	SS & SR TOTAL	43.20	41.10	47.10	52.14	53.50	59.00	74.70	74.10	65.40	64.70	55.30	47.60	677.84	
1994	S.S.	47.00	38.60	48.60	52.00	54.60	63.40	69.30	47.80	31.70	30.80	28.20	26.00	538.00	1994
	S.R.	0.00	0.00	0.00	0.00	0.10	0.00	0.00	25.00	30.20	27.70	21.20	19.90	124.10	
	SS & SR TOTAL	47.00	38.60	48.60	52.00	54.70	63.40	69.30	72.80	61.90	58.50	49.40	45.90	662.10	
1993	S.S.	50.10	45.70	52.60	56.30	68.30	68.80	68.10	69.80	59.80	56.10	51.40	43.50	690.50	1993
	S.R.	0.50	0.30	0.00	0.00	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.90	
	SS & SR TOTAL	50.60	46.00	52.60	56.30	68.40	68.80	68.10	69.80	59.80	56.10	51.40	43.50	691.40	
1992	S.S.	45.30	42.20	45.90	55.20	64.00	58.10	44.90	41.80	35.00	32.80	34.00	43.10	542.30	1992
	S.R.	0.80	0.30	0.10	0.40	0.50	6.10	22.70	28.10	26.30	25.10	19.50	5.50	135.40	
	SS & SR TOTAL	46.10	42.50	46.00	55.60	64.50	64.20	67.60	69.90	61.30	57.90	53.50	48.60	677.70	

2018
CAMBRIA COMMUNITY SERVICES DISTRICT
GROSS WATER PRODUCTION, BY SOURCE
REPORTED IN ACRE-FEET

YEAR	SOURCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL TOTAL	YEAR
1991	S.S.	26.90	23.10	32.70	39.60	48.60	44.10	40.10	34.80	30.50	28.00	26.40	30.10	404.90	1991
	S.R.	15.30	13.10	0.50	0.10	0.10	5.50	15.00	21.60	20.20	21.00	19.70	18.70	150.80	
	SS & SR TOTAL	42.20	36.20	33.20	39.70	48.70	49.60	55.10	56.40	50.70	49.00	46.10	48.80	555.70	
1990	S.S.	45.70	47.00	55.28	44.75	31.46	32.34	40.00	38.00	31.91	31.40	29.40	29.90	457.14	1990
	S.R.	8.70	0.80	0.50	18.03	32.30	26.79	22.30	22.20	20.64	20.20	19.30	14.90	206.66	
	SS & SR TOTAL	54.40	47.80	55.78	62.78	63.76	59.13	62.30	60.20	52.55	51.60	48.70	44.80	663.80	
1989	S.S.	51.00	47.90	53.90	61.90	57.20	62.20	69.20	60.90	36.30	38.70	42.60	40.60	622.40	1989
	S.R.	0.00	0.00	0.00	1.00	13.80	13.50	17.90	28.00	42.00	22.60	17.60	18.20	174.60	
	SS & SR TOTAL	51.00	47.90	53.90	62.90	71.00	75.70	87.10	88.90	78.30	61.30	60.20	58.80	797.00	
1988	S.S.	51.20	57.90	63.20	47.30	57.40	44.20	50.00	51.70	41.90	37.40	27.40	36.00	565.60	1988
	S.R.	0.00	0.00	0.00	16.30	15.70	30.70	31.20	34.90	36.00	34.90	35.20	19.00	253.90	
	SS & SR TOTAL	51.20	57.90	63.20	63.60	73.10	74.90	81.20	86.60	77.90	72.30	62.60	55.00	819.50	

Public Records Requests and Responses

There were 3 Public Record Requests received since October 25, 2018 by the following citizens. The listing below is representative of the request and does not necessarily reflect the extensive nature of each request.

10/22/2018: Taylor Smith 1) The Center for Contract Compliance is a nonprofit Labor-Maintenance Committee that specializes in monitoring public works projects. Please consider this a formal request for copies of documents on the above referenced project pursuant to the California Public Records Act, Government Code Section 3250, et. seq. We are requesting: 1. Name and license number of the award general/multi-prime contractor. 2. Copy of the subcontractors list of the awarded general/multi-prime contractor submitted at time of bid, even if left blank by the contractor. 3. Copy of the original bid advertisement with proof of publication.

On October 23, 2018, the CCSD responded to Taylor Smith's 10/22/2018 Public Records Request with the following:

1. Enclosed is S. Chaves Construction, Inc. bid form.
2. Enclosed is the final bid sheet.
3. Enclosed is the original bid advertisement with proof of publication.

10/23/2018: Taylor Smith 1) Does your agency utilize an award letter or letter to proceed that clearly states who the project was awarded to? If so may I obtain a copy for our records?

On October 23, 2018, the CCSD responded to Taylor Smith's 10/23/2018 Public Records Request with the following:

There are no documents responsive to your request.

10/29/2018: Elizabeth Bettenhausen 1) Welcome to CCSD, Ms. Duffield! Your work as CCSD finance manager will certainly give you challenges that keep your synapses exercised. I've been a fan of CCSD's Utility Billing Summary Pages for years, because they provide the only ready source of connection details. I bring a question pile to you. 1. What is the difference between actions and customers? 2. How many water connections does CCSD provide to active water meters? 3. How many water connections does CCSD provide to inactive water meters? 4. Are there accounts that pertain to required service that are not now metered? 5. Are there dwellings that have no active accounts or meters but are known to CCSD? If so, how many? Your assistance in helping me understand the water service accounting in CCSD would be very welcome. I've lived here 16 years and am notorious for asking questions. It helps me move merrily through my 7th and 8th decades. Again, welcome!

On November 8, 2018, the CCSD responded to Elizabeth Bettenhausen's 10/29/2018 Public Records Request with the following:

1. We recognize that we have a duty under the Public Records Act to make a good faith effort to search for documents that are responsive to your request. Please narrow your request to specific identifiable documents or records. We are happy to assist you in your efforts to identify

specific documents. We have provided answers below which we believe to be responsive to your request.

1. An "Action" is a function within the MOMS Financial System, specifically Utility Billing. Each "Customer" has their specific billing components of water, wastewater and SWF (as applicable), with only one additional action allowed. If more than one action is required, then MOMS generates another customer billing screen, thereby creating two actions for one customer. An action on a customer account would be any adjustment made to the billing account during that billing cycle (i.e. waive of late fee).
2. There are 4,033 water accounts.
3. There are no documents responsive to your request.
4. CCSD does not have accounts that are not metered.
5. There are no documents responsive to your request.

BOARD OF DIRECTORS' MEETING-NOVEMBER 15, 2018
FINANCE MANAGER'S REPORT

EXPENDITURE REPORT FOR THE MONTH OF OCTOBER 2018

The Expenditure Report for the month of October 2018 will be submitted to the CCSD Board of Directors at the December 13, 2018 meeting. Due to the Thanksgiving Holiday schedule, the timing of the November meeting was advanced two weeks and the expenditure report information is not yet available.

AVAILABLE CASH BALANCES AS OF OCTOBER 2018

The total available cash is listed as follows:

Account Type	Balance
Main Checking	\$ 201,882.74
Money Market	\$ 10,879.96
Local Agency Investment Fund (LAIF)	\$ 810,080.72
Total	\$ 1,022,843.42

Available cash is defined as the balance in the Main Checking Account, less outstanding checks, plus Money Market Account, plus Local Agency Investment Fund (LAIF). The total available cash as of October 31, 2018 was \$1,022,843.

The total available cash in all restricted accounts are listed as follows:

Account Type (Restricted)	Balance
Payroll	\$ 54,882.06
Veterans Hall	\$ 10,194.51
Health Reimbursement Account (HRA)	\$ 39,856.13
Total	\$ 104,932.70

During the months of November and December 2018, there is projected to be \$750,000-\$800,000 in property tax revenues. Even though there is no expectation for the CCSD to have any difficulty meeting its cash until significant property tax payments are received, a spending freeze for non-critical needs continues to be in place.

NEW FINANCIAL SYSTEM UPGRADE - STATUS

Staff will be working with Tyler Technologies, to confirm modules included in the contract and next steps required for implementation. It should also be noted that the first payment is due to Tyler Technologies on December 1, 2018.