



Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

## CAYUCOS SANITARY DISTRICT

200 Ash Avenue  
PO Box 333  
Cayucos, California 93430-0333  
805-995-3290

### GOVERNING BOARD

R. Enns, President  
D. Chivens, Vice-President  
S. Lyon, Director  
R. Frank, Director  
H. Miller, Director

### BOARD OF DIRECTORS REGULAR MEETING AGENDA THURSDAY, JUNE 17, 2021 AT 5:00PM

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Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the District Office and available on the CSD website at <https://www.cayucossd.org/board-of-directors-meetings>. To comply with the Governor's Executive Order, CA Department of Public Health social distancing guidance and shelter-at-home order, related to slowing the spread of coronavirus (COVID-19), the CSD Administrative Office is closed to the public, until further notice. Please call 805-995-3290 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability.

#### 1. ESTABLISH QUORUM AND CALL TO ORDER

#### 2. PUBLIC COMMENTS:

This is the time the public may address the Board on items other than those scheduled on the agenda. By conditions of the Brown Act the Board may not discuss issues not posted on the agenda, but may set items for future agendas. Those persons wishing to speak on any item scheduled on the agenda will be given an opportunity to do so at the time that agenda item is being considered. When recognized by the Board President, please stand up and state your name and address for the record (though not required). While the Board encourages public comment, in the interest of time and to facilitate orderly conduct of the meeting, the Board reserves the right to limit individual comments to three minutes.

#### 3. CONSENT CALENDAR: Recommended to Approve

Consent Calendar items are considered routine and therefore do not require separate discussion, however, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

##### A. Regular Meeting Minutes

1. Approval of minutes for the May 20, 2021 Board of Directors Regular Meeting

##### B. Financial Reports: May 2021

1. Check Register – Mechanics Bank (General Checking Account)
  - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)



Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

13. **DISCUSSION AND CONSIDERATION TO ACCEPT AS COMPLETE AND FILE A NOTICE OF COMPLETION FOR THE FOLLOWING PROJECTS: THE CAYUCOS WATER RESOURCE RECOVERY FACILITY GRADING, THE CAYUCOS WATER RESOURCE RECOVERY FACILITY CONSTRUCTION, THE PIPELINE PROJECT, LIFT STATION 5 REPLACEMENT CONSTRUCTION, LIFT STATION 5 PROGRAMMING AND INTEGRATION**
14. **DISCUSSION AND CONSIDERATION TO APPROVE THE USDA WATER AND WASTE SYSTEM GRANT AGREEMENTS IN THE AMOUNT OF \$1,651,844.00 AND \$2,851,500.00 FOR THE PAYOFF OF THE SERIES A-1 LOAN WITH WESTERN ALLIANCE BANK**
15. **CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE**
16. **CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b) Title: District Manager**
17. **BOARD MEMBER COMMENTS** (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)
18. **FUTURE SCHEDULED MEETINGS**
  - July 15, 2021 – Regular Board Meeting
  - August 19, 2021 – Regular Board Meeting
  - September 16, 2021 – Regular Board Meeting
19. **ADJOURNMENT**

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This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda can be accessed and downloaded from the District's website at <https://www.cayucosd.org/board-of-directors-meetings>

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All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the District's office and are available for public inspection and reproduction at cost. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disability Act. To make a request for disability-related modification or accommodation, contact the District at 805-995-3290 as soon as possible and at least 48 hours prior to the meeting date.



## CAYUCOS SANITARY DISTRICT

200 Ash Avenue  
PO Box 333  
Cayucos, CA 93430-0333  
805-995-3290

AGENDA ITEM: 3.A.1

DATE: June 17, 2021

ACTION: \_\_\_\_\_

### GOVERNING BOARD

R. B. Enns, President  
D. Chivens, Vice-President  
S. Lyon, Director  
H. Miller, Director  
R. Frank, Director

### REGULAR MEETING MINUTES

Thursday, May 20, 2021  
5:00 p.m.

#### 1. ESTABLISH QUORUM AND CALL TO ORDER

Vice-President Chivens called the meeting to order at 5:08 p.m.

Board members present via GoToMeeting: Vice-President Dan Chivens, Director Robert Frank, Director Shirley Lyon, and Director Hannah Miller (President Robert Enns joined the meeting at 5:28 p.m.)

Staff present via GoToMeeting: District Manager Rick Koon, Admin. Services Manager Amy Lessi and Admin. Accounting Manager Gayle Good

Guests present via GoToMeeting: Dylan Wade of Water Systems Consultants (WSC)

#### 2. PUBLIC COMMENTS

Vice-President Chivens opened the meeting to Public Comment.

Hearing no comment, Vice-President Chivens closed Public Comment.

#### 3. CONSENT CALENDAR: Recommended to Approve

Consent Calendar items are considered routine and therefore do not require separate discussion, however, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

##### A. Regular Meeting Minutes

1. Approval of minutes for the April 15, 2021 Board of Directors Regular Meeting
2. Approval of minutes for the April 28, 2021 Board of Directors Special Meeting
3. Approval of minutes for the May 5, 2021 Board of Budget Committee Meeting

##### B. Financial Reports: April 2021

1. Check Register – Mechanics Bank (General Checking Account)
  - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
  - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report **FY 2020-2021**
4. Capital Improvement Projects Report

Vice-President Chivens opened the meeting to Public Comment.

Hearing no comment, Vice-President Chivens closed Public Comment.

**MOTION:** 1st by Miller, to approve items on the consent calendar as prepared. Motion was seconded by Frank.

**ROLLCALL VOTE:** Miller-yes, Frank-yes, Lyon-yes, Chivens-yes

**VOTE 4-0** Motion passed

**4. STAFF COMMUNICATIONS AND INFORMATION ITEMS:** No Action Required

**A. District Manager’s Report – April 2021**

**B. Monthly Customer Satisfaction Survey Submissions – None**

**C. Will Serves – New**

**Tamoush, APN 064-146-020, 70 7th St. – SFR New**

Will-Serves – Renewed

**DeNatale, APN 064-262-006, 2885 Orville Ave. – SFR Addition**

Will-Serves – Finalized

**Lawrence, APN 064-129-004, 162 J St. – SFR Addition**

**Byde, APN 064-154-015, 18 10th St. – SFR New**

Will-Serves – Continue to Serve (No Will-Serve Required)

**Comstock, APN 064-417-019, 3130 Studio Dr. – Lateral Replacement**

Will-Serves – Grant of License

**None**

Manager Koon gave a summary of the previous month’s Admin. and Operations Departments’ activities.

Vice-President Chivens opened the meeting to Public Comment.

Hearing no comment, Vice-President Chivens closed Public Comment.

Items 4 A through C were received and accepted.

**5. DISCUSSION AND CONSIDERATION TO APPROVE PAYMENT OF MORRO BAY INVOICE FOR 3RD QUARTER OF FY 2020/21 IN THE AMOUNT OF \$85,465.24**

Manager Koon presented and reviewed the invoice with the Board.

Vice-President Chivens observed that the District flow rate is still low.

Vice-President Chivens opened the meeting to Public Comment.

John Curti asked if this is likely to be the last, or second to last, payment to Morro Bay.

Hearing no further comment, Vice-President Chivens closed Public Comment.

Manager Koon affirmed that the plan is to disconnect by the end of June.

**MOTION:** 1st by Lyon, to approve payment of Morro Bay invoice for 3rd quarter of FY 2020/21 in the amount of \$85,465.24. Motion was seconded by Frank.

**ROLLCALL VOTE:** Lyon-yes, Frank-yes, Miller-yes, Chivens-yes

**VOTE 4-0** Motion passed

**6. DISCUSSION AND CONSIDERATION TO AWARD THE TORO CREEK BRIDGE TEMPORARY BYPASS CONTRACT TO SOUZA CONSTRUCTION IN THE AMOUNT OF \$1,103,557.00**

Manager Koon presented WSC’s Bid Analysis, which recommended Souza Construction, the lowest bidder, for the project.

Vice-President Chivens opened the meeting to Public Comment.

Hearing no comment, Vice-President Chivens closed Public Comment.

**MOTION:** 1st by Miller, to award the Toro Creek Bridge Temporary Bypass Contract to Souza Construction in the amount of \$1,103,557.00. Motion was seconded by Frank.

**ROLLCALL VOTE:** Miller-yes, Frank-yes, Lyon-yes, Chivens-yes

**VOTE 4-0** Motion passed

## **7. DISCUSSION AND CONSIDERATION TO APPROVE FY 2021/22 CAYUCOS SANITARY DISTRICT BUDGET:**

### **A. OPERATING BUDGET**

### **B. CIP BUDGET**

President Enns joined the meeting at 5:28 p.m.

Manager Koon discussed the proposed budgets for the upcoming fiscal year and reviewed some highlights from the Budget Committee meeting held on May 5, 2021, where a 3% COLA and modifications to the Standby Pay were discussed and ultimately recommended. An amendment to the Worker's Comp. Insurance line item 6420 was proposed and an increase from \$25,000 to \$66,000 was recommended as a result of recent claims that have been filed.

Vice-President Chivens opened the meeting to Public Comment.

Hearing no comment, Vice-President Chivens closed Public Comment.

**MOTION:** 1st by Enns, to approve FY 2021/22 Cayucos Sanitary District Operating Budget and CIP Budget, with proposed amendment to line item 6420. Motion was seconded by Lyon.

**ROLLCALL VOTE:** Enns-yes, Lyon-yes, Miller-yes, Frank-yes, Chivens-yes

**VOTE 5-0** Motion passed

## **8. CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE**

Manager Koon shared his screen and offered an insider's view of the new SCADA System's home screen and explained how it allows Operators to monitor the plant.

Vice-President Chivens opened the meeting to Public Comment.

John Curti asked if there is an estimate for how much recycled water will be generated on an annual basis.

Hearing no further comment, Vice-President Chivens closed Public Comment.

Dylan Wade of WSC answered that their estimate is about 325 acre feet per year, and added for reference that Cayucos is allocated 600 acre feet from Whale Rock Reservoir on an annual basis. This surplus is intended to become a reserve bank for the community of Cayucos.

Manager Koon notified the Board that grading at the solar site will commence next week, and a pre-construction meeting will take place the week of June 21. He also announced that plans for a Dedication Ceremony are firming up, where the plant will open to the public with opportunities for interested persons to go on a tour and ask questions about their unique interests.

President Enns asked for highlights from Manager Koon's meeting with Scott Collins, the City Manager of Morro Bay.

Manager Koon stated that they met to discuss how to move forward after Cayucos disconnects in June. They will meet again in one week and talk in more detail about the demolition of the plant, the District's pipe on Main St., and make arrangements for both parties to have their Committees meet.

**9. BOARD MEMBER COMMENTS** (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)

President Enns requested input from the Board regarding any preferences they may have about the location, time, and type of food (if any) at the Dedication Ceremony.

**10. FUTURE SCHEDULED MEETINGS**

- June 17, 2021 – Regular Board Meeting
- July 15, 2021 – Regular Board Meeting
- August 19, 2021 – Regular Board Meeting

**11. ADJOURNMENT**

The meeting adjourned at 5:59 p.m.

**Minutes Respectfully Submitted By:**

X Amy Lessi

Amy Lessi  
Administrative Services Manager

**Cayucos Sanitary District  
General Checking Account  
(Payments Only)  
May 2021**

**AGENDA ITEM:** 3.B.1

**DATE:** June 17, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
05/01/2021	B2112412947	ALLIED ADMINISTRATORS FOR DELTA DENTAL	-613.14
05/01/2021	22153	POSTMASTER	-583.07
05/03/2021	22186	STREAMLINE	-200.00
05/04/2021	22187	ROBERT DORR	-7.50
05/05/2021	HLTH050521	CALPERS (HEALTH)	-15,114.74
05/05/2021	22188	A-1 GRIT COMPANY	-984.63
05/05/2021	22189	CAYUCOS SANITARY DISTRICT	-282.00
05/05/2021	22190	CHARTER INTERNET	-814.98
05/05/2021	22191	CWEA	-106.00
05/05/2021	22192	EXXONMOBIL	-505.85
05/05/2021	22193	KITZMAN WATER	-37.70
05/05/2021	22194	MORRO ROCK MUTUAL WATER CO. UTILITY 782	-84.68
05/05/2021	22195	NELSON'S GARAGE	-270.52
05/05/2021	22196	PG&E LS#4	-694.27
05/05/2021	22197	QUICK TECH COMPUTERS	-525.00
05/05/2021	22198	SLO AIR POLLUTION CONTROL DISTRICT	-1,196.76
05/05/2021	22199	WELLS FARGO VENDOR FIN SERV	-462.43
05/05/2021	22200	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-1,725.05
05/06/2021	22201	CARMEL & NACCASHA, LLP	-5,679.91
05/06/2021	22202	PG&E LS#1	-353.07
05/09/2021	22206	PATHIAN ADMINISTRATORS	-165.47
05/10/2021		MECHANIC'S BANK	-297.95
05/12/2021	22207	ALPHA ELECTRICAL SERVICE, INC.	-1,680.38
05/12/2021	22208	PACIFIC LOCKSMITHS	-75.00
05/12/2021	22209	PG&E LS#2	-793.55
05/12/2021	22210	PG&E LS#3	-134.38
05/12/2021	22211	PG&E LS#5	-26.28
05/12/2021	22212	PG&E LS#5 - NEW	-2,528.63
05/12/2021	22213	PG&E OFFICE	-184.32
05/12/2021	22214	PG&E TORO - PLANT	-11,741.19
05/12/2021	22215	PG&E WELL	-13.14
05/12/2021	22216	QUICK TECH COMPUTERS	-485.00
05/12/2021	22217	UNIVAR SOLUTIONS USA, INC.	-694.05
05/13/2021		QuickBooks Payroll Service	-16,735.45
05/14/2021	DD05142101	COLLINS, JONATHAN W	0.00
05/14/2021	DD05142103	GOOD, GAYLE	0.00
05/14/2021	DD05142104	HOOPER, SARAH L	0.00
05/14/2021	DD05142105	KOON, RICHARD L	0.00
05/14/2021	DD05142106	LAKEY, NICK E	0.00
05/14/2021	DD05142107	LESSI, AMY M	0.00
05/14/2021	DD05142109	OWENS, JUSTIN D	0.00
05/14/2021	DD05142110	WINN, CHRISTOPHER M	0.00
05/14/2021	22205	LYON, SHIRLEY A	-45.57
05/14/2021	DD05142108	MILLER, HANNAH P	0.00
05/14/2021	22203	CHIVENS, DAN P	-91.15



Date	Num	Name	Amount
05/14/2021	22204	ENNS, ROBERT	-91.15
05/14/2021	DD05142102	FRANK, ROBERT W	0.00
05/14/2021	EDD051421	EDD	-1,526.80
05/14/2021	FED051421	US TREASURY	-7,085.12
05/14/2021	PERS051421	CALPERS (RETIREMENT)	-4,067.18
05/14/2021	DEF051421	CALPERS (RETIREMENT)	-1,375.00
05/14/2021	22219	BRENNTAG PACIFIC, INC.	-733.60
05/14/2021	22220	CALNET3	-367.50
05/14/2021	22221	MINER'S ACE HARDWARE	-250.67
05/14/2021	22222	NATIONAL DEMOGRAPHICS, INC.	-4,750.00
05/14/2021	22223	MISSION UNIFORM SERVICE	-395.45
05/17/2021	EFT	US HOUSE OF REPRESENTATIVES	-39.20
05/18/2021	22224	FIRSTNET (AT&T)	-369.76
05/18/2021	22225	GRAINGER	-429.18
05/18/2021	22226	OILFIELD ENVIRONMENTAL & COMPLIANCE, INC.	-1,122.00
05/18/2021	22227	STAPLES ADVANTAGE (Gov. Acct)	-76.60
05/20/2021	22228	ADVANTAGE ANSWERING PLUS	-83.37
05/20/2021	22229	ASAP	-19.92
05/20/2021	22230	COASTAL COPY, INC	-25.40
05/20/2021	22231	ENVIRONMENTAL HEALTH WRRF	-317.00
05/20/2021	22232	OILFIELD ENVIRONMENTAL & COMPLIANCE, INC.	-561.00
05/20/2021	22233	POLYDYNE INC.	-734.06
05/24/2021	22234	PETTY CASH	-110.96
05/24/2021	22235	CITY OF MORRO BAY	-85,465.24
05/24/2021	22236	EXECUTIVE JANITORIAL	-225.00
05/24/2021	22237	OILFIELD ENVIRONMENTAL & COMPLIANCE, INC.	-725.00
05/24/2021	22238	SALSBURY INDUSTRIES	-522.85
05/26/2021	22239	BUSINESS CARD 4841	-1,913.19
05/26/2021	22240	BUSINESS CARD 8913	-2,507.62
05/26/2021	22241	MCCARTHY STEEL, INC.	-268.13
05/26/2021	22242	MINER'S ACE HARDWARE	-319.55
05/26/2021	22243	SOCAL GAS	-41.82
05/26/2021	22244	WESTERN ALLIANCE BANK - SERIES A1	-25,293.78
05/27/2021		QuickBooks Payroll Service	-16,672.11
05/28/2021	DD05282101	COLLINS, JONATHAN W	0.00
05/28/2021	DD05282102	GOOD, GAYLE	0.00
05/28/2021	DD05282103	HOOPER, SARAH L	0.00
05/28/2021	DD05282104	KOON, RICHARD L	0.00
05/28/2021	DD05282105	LAKEY, NICK E	0.00
05/28/2021	DD05282106	LESSI, AMY M	0.00
05/28/2021	DD05282107	OWENS, JUSTIN D	0.00
05/28/2021	DD05282108	WINN, CHRISTOPHER M	0.00
05/28/2021	EDD052821	EDD	-1,541.53
05/28/2021	FED052821	US TREASURY	-7,060.08
05/28/2021	PERS052821	CALPERS (RETIREMENT)	-4,067.18
05/28/2021	DEF052821	CALPERS (RETIREMENT)	-1,375.00
05/28/2021	22245	POSTMASTER	-550.00
05/31/2021	13112178222	COLONIAL LIFE INSURANCE PREMIUMS	-52.58
<b>Total Operating Expenses</b>			-239,064.39
<b>Grand Total</b>			<b>-239,064.39</b>

**Cayucos Sanitary District  
CIP/CSWP Account  
(Payments Only)  
May 2021**

<b>AGENDA ITEM:</b> <u>3.B.1a</u>
<b>DATE:</b> <u>June 17, 2021</u>

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
05/05/2021	11466	ASHLEY & VANCE	305.00
05/05/2021	11467	J CALTON ENGINEERING	555.00
05/06/2021	11468	CARMEL & NACCASHA, LLP	873.95
05/11/2021		WELLS FARGO	35.02
		<b>Total CIP Expenses</b>	<b><u>\$1,768.97</u></b>

**Cayucos Sanitary District  
CSWP Construction Account  
(Payments Only)  
May 2021**

**AGENDA ITEM:** 3.B.1b

**DATE:** June 17, 2021

Date	Num	Name	Amount
05/10/2021	5296	CUSHMAN CONTRACTING CORPORATION	-1,038,204.00
05/10/2021	5297	DAVID CRYE GENERAL ENGINEERING CONTRACTOR	-13,505.20
05/10/2021	5298	RAMINHA CONSTRUCTION, INC.	-172,428.58
05/10/2021	5299	WATER SYSTEMS CONSULTING, INC.	-103,505.45
05/10/2021	5300	FIRMA CONSULTANTS, INC	-494.84
05/10/2021	5301	TESCO CONTROLS, INC.	-48,350.00
05/12/2021	5302	PG&E TORO - CONST OFC	-57.81
05/18/2021	5303	HARVEY'S HONEY HUTS FINAL	-212.86
05/24/2021	5304	PG&E TORO - CONST OFC FINAL	-2.63
<b>Total CSWP Construction Expenses</b>			<b>-\$1,376,761.37</b>

## Cayucos Sanitary District Cash, Savings and Investment Report May 2021

**AGENDA ITEM:** 3.B.2  
**DATE:** June 17, 2021

Bank Accounts	Current Balance	
Mechanic's Bank Checking	\$407,248	
Wells Fargo CIP	\$764,923	
Wells Fargo CFF	\$199,984	
Mechanic's Bank - USDA	\$27,088	
Petty Cash	\$175	
LAIF	\$8,457	
<b>Total</b>	<b>\$1,407,874</b>	
<b>CSWP Project/Asset Accounts</b>		
Western Alliance Const. Interest Reserve	\$0	
Western Alliance Series A Account	\$0	
Western Alliance Series A-1 Account	\$0	
Western Alliance Series B Account	\$11	
WF CSWP Constr. Oper. Acct.	\$37,138	
WF CSWP Constr. Impound Acct.	\$1,238,691	
<b>Total</b>	<b>\$1,275,841</b>	
<b>Investments</b>		
Wells Fargo CalTrust	\$1,686,102	
Cetera Cash/MM	\$742,523	
Cetera Treasury/Securities	\$73,286	(Fixed Income)
<b>Total</b>	<b>\$2,501,911</b>	
<b>Grand Total</b>	<b>\$5,185,626</b>	
MCD Rabobank Deposit CD	\$25,000	Franchise Deposit on Hold

**Cayucos Sanitary District  
FY 20/21 Financial Report  
May 2021**

**AGENDA ITEM:** 3.B.3

**DATE:** June 17, 2021

	Current Month	YTD Actual Rev/Exp	YTD Budget	Approved Budget 20/21	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>4000 · SEWER INCOME</b>	230,727	2,772,913	2,691,471	2,936,150	94%
<b>4100 · WILL SERVE INCOME</b>	325	35,115	31,442	34,300	102%
<b>4200 · RENTAL INCOME</b>	-	38,202	29,517	32,200	119%
<b>4300 · SOLID WASTE INCOME</b>	12,380	88,681	82,133	89,600	99%
<b>4400 · SLOCO TAX ASSESSMENTS</b>	152,393	964,405	890,725	971,700	99%
<b>4500 · SAVINGS INTEREST INCOME</b>	2	87	183	200	43%
<b>4600 · INVESTMENT INTEREST</b>	814	16,391	25,300	27,600	59%
<b>4700 · OTHER INCOME</b>	-	4,569	4,217	4,600	99%
<b>Total Income</b>	<u>396,641</u>	<u>3,920,363</u>	<u>3,754,988</u>	<u>4,096,350</u>	<u>96%</u>
<b>Expense</b>					
<b>5000 · PAYROLL EXPENSES</b>					
<b>5100 · ADMINISTRATIVE PAYROLL</b>	26,209	310,076	309,925	338,100	92%
<b>5200 · COLLECTIONS PAYROLL</b>	10,543	148,410	106,517	116,200	128%
<b>5300 · TREAT PAYROLL</b>	16,564	88,152	191,583	209,000	42%
<b>5400 · DIRECTOR PAYROLL</b>	400	6,400	7,333	8,000	80%
<b>5500 · VESTED PAYROLL BENEFITS</b>	429	4,647	4,583	5,000	93%
<b>5600 · ADMIN PAYROLL TAXES &amp; BENEFITS</b>	11,773	150,940	110,871	120,950	125%
<b>5700 · COLL PAYROLL TAXES &amp; BENEFITS</b>	7,298	101,073	78,513	85,650	118%
<b>5800 · TREAT PAYROLL TAXES &amp; BENEFITS</b>	4,335	24,272	62,746	68,450	35%
<b>5900 · DIRECTOR PAYROLL TAXES &amp; BENEFITS</b>	31	490	458	500	98%
<b>Total 5000 · PAYROLL EXPENSES</b>	<u>77,582</u>	<u>834,460</u>	<u>872,529</u>	<u>951,850</u>	<u>88%</u>
<b>6000 · OPERATING EXPENSES</b>					
<b>6050 · SPECIAL PROJECTS</b>	-	-	11,917	13,000	0%
<b>6100 · ADMIN OPERATING EXPENSES</b>	101,706	1,246,278	1,634,508	1,783,100	70%
<b>6500 · COLLECTIONS OPERATING EXPENSES</b>	8,369	128,371	200,933	219,200	59%
<b>7000 · TREATMENT OPERATING EXPENSES</b>	106,761	359,455	737,917	805,000	45%
<b>Total 6000 · OPERATING EXPENSES</b>	<u>216,836</u>	<u>1,734,104</u>	<u>2,585,275</u>	<u>2,820,300</u>	<u>61%</u>
<b>Total Expense</b>	<u>294,418</u>	<u>2,568,564</u>	<u>3,457,804</u>	<u>3,772,150</u>	<u>68%</u>
<b>Net Ordinary Income</b>	<u>102,223</u>	<u>1,351,799</u>	<u>297,183</u>	<u>324,200</u>	<u>417%</u>
<b>Net Income</b>	<u><u>102,223</u></u>	<u><u>1,351,799</u></u>	<u><u>297,183</u></u>	<u><u>324,200</u></u>	<u><u>417%</u></u>

**Cayucos Sanitary District  
Capital Improvement Projects Report  
FY 20/21  
May 2021**

<b>AGENDA ITEM:</b> <u>3.B.4</u>
<b>DATE:</b> <u>June 17, 2021</u>

	<b>Current Month</b>	<b>YTD Actual Rev/Exp</b>	<b>Approved Budget 20/21</b>	<b>Percent Used YTD</b>
<b>CAPITAL IMPROVEMENTS</b>				
<b>1601 - Sewer Main Replacements</b>	0.00	0.00	85,000.00	0%
<b>1601.02 - Chaney to LS #5</b>	0.00	0.00	70,000.00	0%
<b>1609 - Lift Stations 1 &amp; 4 Repairs</b>				
<b>1609.2 - LS #4 Replacement Pump</b>	0.00	19,041.36	22,000.00	87%
<b>1612 - ALL LIFT STATIONS</b>				
<b>1612.1 - Lift Station SCADA System</b>	0.00	59,387.86	65,000.00	91%
<b>1614 - Lift Station #5</b>				
<b>1614.1 - Inflow &amp; Infiltration Study</b>	0.00	0.00	28,000.00	0%
<b>1615 - Outfall Tie-In</b>	0.00	0.00	45,000.00	0%
<b>1616 - RWQCB Recycled Water Program</b>	0.00	0.00	50,000.00	0%
<b>Total 1600 CAPITAL IMPROVEMENTS</b>	<b>0.00</b>	<b>\$78,429.22</b>	<b>\$365,000.00</b>	<b>21%</b>



**AGENDA ITEM:** 4.A

**DATE:** June 17, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**SUBJECT: MONTHLY MANAGERS REPORT: MAY 2021**

**DATE: JUNE 09, 2021**

### **ADMINISTRATIVE:**

- The District continues to adjust to the COVID -19 protection protocols for all employees as required by Cal-OSHA and the State mandates.
- Staff met with IWMA staff and their consultant to review the proposed amendment to the District's Franchise Agreement with Mission Country Disposal and the changes required by SB 1383.
- The WRRF is operating 24/7. We have successfully completed the 30-day warranty performance testing on the membranes. We are now beginning the 14-day performance testing on the UV vessels.
- Directors and staff are required to complete Harassment Prevention Training.
- Staff prepared the postcard exhibit for the WRRF Dedication Ceremony and mailed out to the community.
- Jon Collins received his Operator in Training Certificate for Wastewater Treatment.

### **CAPITAL PROJECTS:**

- Work will begin this month on the Outfall tie-in.
- Solar site preconstruction meeting will be held on June 21st.

# OPERATIONS AND MAINTENANCE

May 2021

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## CIP:

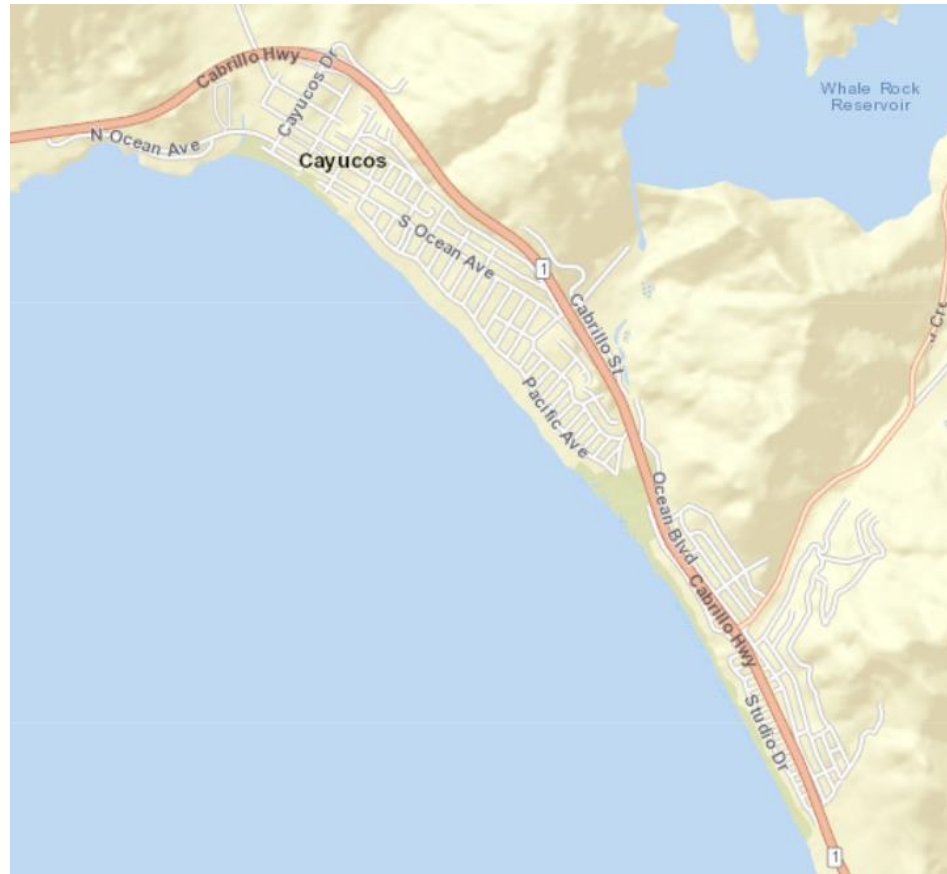
### Daily Operations of Note:

- Pump down, scrape, and bleach wet wells
- Target Solutions Training for SDRMA
- Respond to 39 Underground Service Alerts
- Tailgate meetings: hydrogen sulfide, and eye protection
- Jet 1127'
- Submit jetter water usage
- Install benches for WRRF facility
- Check battery capacities of standby generators at each lift station
- Reassemble bypass piping
- Repair noisy manhole on D St.
- Remove dialer, probe, and high water float from old MCC Lift Station 5
- Dialer sent in for repairs under warranty
- Alpha Electric @ Lift Station 2 to fix status feedback issue on controller
- Sent schematics to Alpha Electric for potential future Lift Station 4 work
- Training with TESCO on new Lift Station 5 MCC and controls
- Training with Hach @ Lift Station 5 on sampler unit
- TESCO @ Lift Station 5 repair fault on high flow pumps
- Test Lift Station 5 high flow pumps on generator power
- Adjust hour sheets and morning rounds forms to include Lift Station 5
- Build new fitting for molasses totes
- Assemble shelving for WRRF maintenance building
- Send tractor camera in for repairs
- Schedule fire extinguisher inspection w/ Scott O`Brien for end of June
- Clean screw press @ WRRF
- Adjust backflow preventers @ WRRF dewatering pump station
- Bring fire pump system online @ WRRF
- Build mail box and address display @ WRRF

## Call Outs:

5/1/2021 – JO to all stations for first of the month reporting





## Cayucos Sanitary District

# Introduction to Districting or “Divisioning”

# Election Systems

1. “At Large”
2. “From Division” or “Residence” Divisions
3. “By Division”

**The California Voting Rights Act  
was written to specifically  
encourage by-division elections.**

# California Voting Rights Act (CVRA)

- Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.
- The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by eliminating two of the US Supreme Court Gingles tests:
  - ▣ Can the protected class constitute the majority of a district?
  - ▣ Does the protected class vote as a bloc?
  - ▣ Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
  - ▣ Do the “totality of circumstances” indicate race is a factor in elections?
- Liability is now determined only by the presence of racially polarized voting

# CVRA Impact

- Switched (or in the process of switching) as a result of CVRA:
  - ▣ At least 240 school districts
  - ▣ 34 Community College Districts
  - ▣ 154 cities
  - ▣ 1 County Board of Supervisors
  - ▣ 35 water and other special districts.
- Cases So Far:
  - ▣ Palmdale, Santa Clara and Santa Monica went to trial on the merits. Palmdale and Santa Clara lost. Santa Monica is awaiting a decision.
  - ▣ Modesto and Palmdale each spent about \$1.8 million on their defense (in addition to the attorney fee awards in those cases).
  - ▣ Santa Monica has spent an estimated \$7 million so far. Plaintiffs in Santa Monica requested \$22 million in legal fees after the original trial.
- Key settlements:
  - ▣ Palmdale: \$4.7 million
  - ▣ Modesto: \$3 million
  - ▣ Highland: \$1.3 million
  - ▣ Anaheim: \$1.1 million
  - ▣ Whittier: \$1 million
  - ▣ Santa Barbara: \$600,000
  - ▣ Tulare Hospital: \$500,000
  - ▣ Camarillo: \$233,000
  - ▣ Compton Unified: \$200,000
  - ▣ Madera Unified: about \$170,000
  - ▣ Hanford Joint Union Schools: \$118,000
  - ▣ Merced City: \$42,000
- An estimated \$16 million in total settlements and court awards so far.

# Districting Process

Step	Description
Initial Pre-Draft Hearings: June 17 & July 15	Held prior to release of draft maps. Education and to solicit input on the communities in the City. Identify “neighborhoods,” “communities of interest,” and “secondary areas.”
Release draft maps: February 12	Draft maps posted to project website
Two hearings on draft maps: Feb. 17 & March 17	Two meetings to discuss and revise the draft maps and to discuss the election sequence.
Map adoption: April 21	Map adopted via ordinance/resolution. Final map must be posted at least 3/7 days prior to adoption.

# Districting Rules and Goals

## Federal Laws

- Equal Population
- Federal Voting Rights Act
- No Racial Gerrymandering



## Traditional Districting Principles

- Communities of interest
- Compact
- Contiguous
- Visible (Natural & man-made) boundaries
- Respect voters' choices / continuity in office
- Planned future growth

# Demographic Summary

Estimates using official 2020 demographic data and NDC's estimated total population figures.

Each of the 5 divisions must contain about 500 people.

Category	Field	Count	Pct
	2010 Census Pop.	2,556	
	2020 Estimated Pop.	2,593	
Total Pop	Hisp	203	8%
	NH White	2,218	87%
	NH Black	11	0%
	Asian-American	73	3%
Citizen Voting Age Pop	Total	2,262	
	Hisp	226	10%
	NH White	1,970	87%
	NH Black	0	0%
	Asian/Pac.Isl.	45	2%

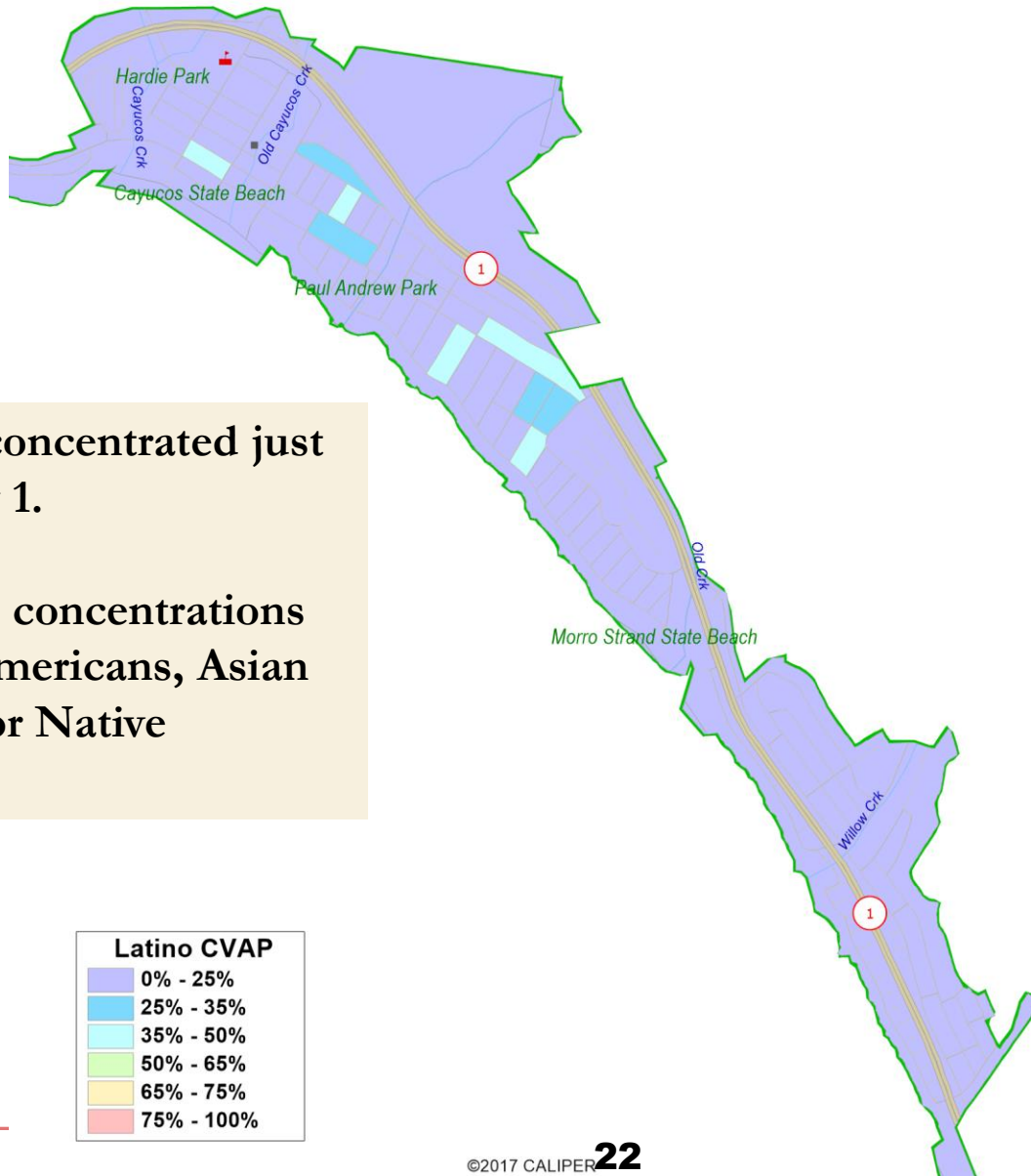
# Demographic Details

These fields can be used for thinking about communities of interest

Category	Field	Count	Pct	Category	Field	Count	Pct
	2010 Census Pop.	2,556		Age	age0-19	405	16%
	2020 Estimated Pop.	2,593			age20-60	944	36%
Total Pop	Hisp	203	8%		age60plus	1,244	48%
	NH White	2,218	87%	Immigration	immigrants	112	4%
	NH Black	11	0%		naturalized	70	62%
	Asian-American	73	3%	Language spoken at home	english	2,305	92%
Citizen Voting Age Pop	Total	2,262			spanish	125	5%
	Hisp	226	10%		asian-lang	16	1%
	NH White	1,970	87%		other lang	51	2%
	NH Black	0	0%	Language Fluency	Speaks Eng. "Less than Very Well"	38	2%
	Asian/Pac.Isl.	45	2%		Education (among those age 25+)	hs-grad	882
Voter Registration (Nov 2020)	Total	2,062		bachelor		444	21%
	Latino est.	123	6%	graduatedegree		329	16%
	Spanish-Surnamed	110	5%	Child in Household	child-under18	165	13%
	Asian-Surnamed	34	2%		Pct of Pop. Age 16+	employed	1,227
	Filipino-Surnamed	19	1%	Household Income		income 0-25k	245
	NH White est.	1,877	91%		income 25-50k	200	15%
	NH Black	0	0%		income 50-75k	312	24%
Voter Turnout (Nov 2020)	Total	1,844			income 75-200k	453	35%
	Latino est.	111	6%		income 200k-plus	88	7%
	Spanish-Surnamed	99	5%	Housing Stats	single family	2,228	91%
	Asian-Surnamed	31	2%		multi-family	226	9%
	Filipino-Surnamed	18	1%		rented	525	41%
	NH White est.	1,677	91%		owned	772	59%
	NH Black	0	0%	Total population data from the 2010 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.			
Voter Turnout (Nov 2018)	Total	1,499					
	Latino est.	91	6%				
	Spanish-Surnamed	82	5%				
	Asian-Surnamed	23	2%				
	Filipino-Surnamed	9	1%				
	NH White est.	1,381	92%				
NH Black est.	0	0%					



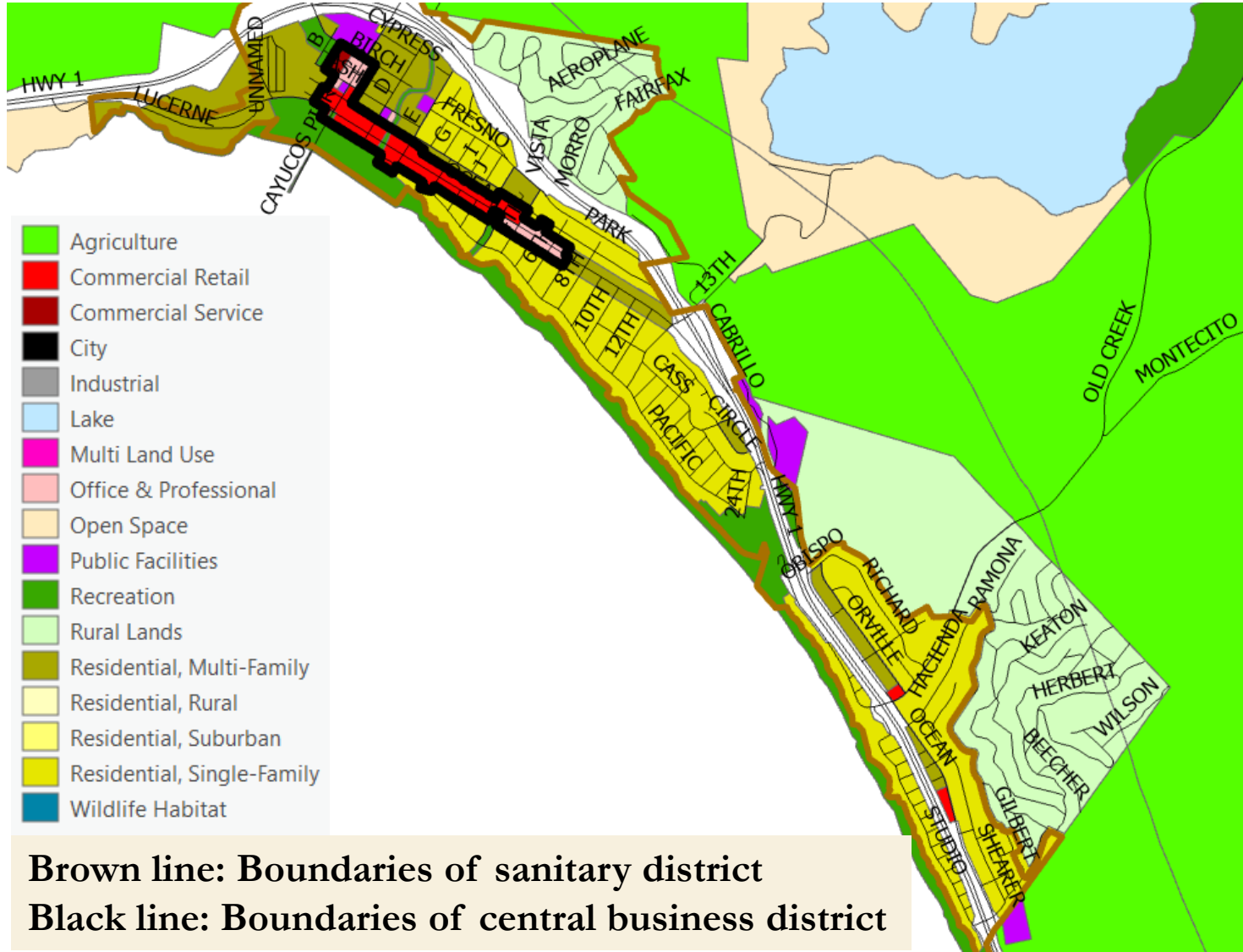
# Latino CVAP



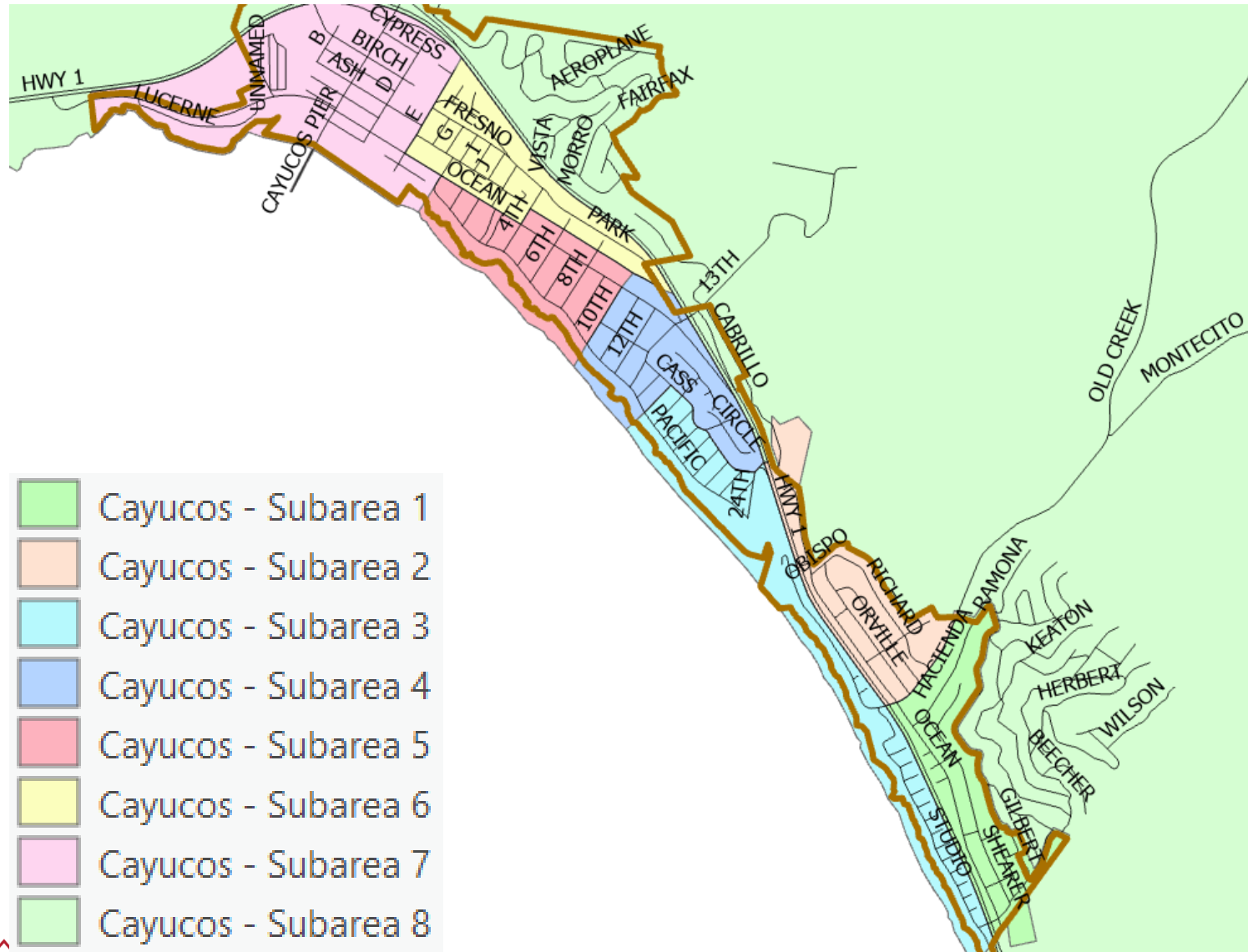
Latinos are concentrated just off Highway 1.

There are no concentrations of African Americans, Asian Americans, or Native Americans

# Other Possible Communities of Interest



# Other Possible Communities of Interest



# Public Hearing & Discussion

- What is your community of interest and what are its boundaries?
- Would you prefer your community of interest be in one division or that it have multiple representatives on the Board?



# CAYUCOS SANITARY DISTRICT

**Board President**

Robert Enns

**Vice President**

Dan Chivens

**Directors**

Shirley Lyon

Hannah Miller

Robert Frank

**District Manager**

Rick Koon

## AGENDA ITEMS #6 & #7:

**Delinquent Accounts to be reported to the SLO County Tax  
Collector for Inclusion on the Tax Roll:**

# ITEMIZED REPORTS NOT YET AVAILABLE

The due date for all delinquent payments is June 15, 2021, and the itemized reports are contingent upon payments received through that date. The itemized reports of delinquent sewer service and solid waste disposal accounts will be posted to the District's website and distributed to the Board of Directors via email on June 16, 2021.

**Mailing Address:**

P.O. Box 333

Cayucos, Ca 93430

**Office:**

200 Ash Avenue

Cayucos, Ca 93430

**Phone:**

(805) 995-3290

**Fax:**

(805) 995-3673



**AGENDA ITEM:** 6

**DATE:** June 17, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**DATE: JUNE 10, 2021**

**SUBJECT: DISCUSSION AND CONSIDERATION TO ADOPT  
RESOLUTION 2021-03 CONFIRMING THE ITEMIZED REPORT  
TO COLLECT DELINQUENT SEWER SERVICE CHARGES ON  
THE FISCAL YEAR 2021-2022 COUNTY TAX ROLL**

### **DISCUSSION:**

Each year the District adopts a Resolution to submit all our delinquent customer balances to the County for collection on the customer's individual property tax bill. Staff has prepared the notices and filings such that the County will receive the delinquencies by the beginning of July.

Staff has also continued the procedure this year whereby each person was notified by phone prior to receiving the delinquency letter. The response was positive in that it reduced the delinquent list as customers appreciated the reminder and paid their outstanding balances.

### **RECOMMENDATION:**

It is recommended that the Board adopt Resolution 2021-03 confirming the itemized report to collect delinquent sewer service charges on the Fiscal Year 2021-2022 County Tax Roll.

## **RESOLUTION 2021-03 JUNE 17, 2021**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAYUCOS SANITARY DISTRICT CONFIRMING THE ITEMIZED REPORT TO COLLECT DELINQUENT SEWER SERVICE CHARGES ON THE FISCAL YEAR 2021-2022 COUNTY TAX ROLL**

WHEREAS, the Board of Directors (“Board”) of the Cayucos Sanitary District (“District”) makes the following findings of fact:

1. On August 8, 1977, the District Board duly adopted Ordinance No. 6 pursuant to which the District elected to have delinquent sewer service charges collected on the tax roll in the same manner, by the same persons, and at the same time as its general taxes, all pursuant to applicable Government and Health and Safety Codes; and
2. On May 1, 2021, in accordance with Health and Safety Code Section 5473.1, the District’s Administrative Services Manager mailed letters to owners of real property notifying them of the District’s intent to have sewer service charges with account balances at least three months delinquent as of May 1, 2021 placed on the 2021-2022 County tax roll for collection, pursuant to Health and Safety Code Sections 5473 and 5473a by filing a report with the Auditor-Controller’s office of the County of San Luis Obispo, containing a description of each parcel of real property with delinquent sewer service charges and the owner thereof; and
3. Furthermore, such notice informed the property owner of the time and place of the public hearing to be held before the District Board scheduled for June 17, 2021, at which time all interested persons will be given the opportunity to present oral or written testimony for or against said report or any portions thereof; and
4. On June 18, 2021 the Administrative Services Manager will submit a preliminary report listing the Assessor’s Parcel Numbers for the respective delinquent sewer service charges and specific amounts owed as of May 1, 2021, pursuant to Health and Safety Code Sections 5473 and 5473a, to the Auditor-Controller’s Office of San Luis Obispo County; and
5. On or before August 14, 2021 the final filing date established by the County of Auditor-Controller’s Office, the Administrative Services Manager must submit all changes, additions and deletions to such report on a final filing basis; and
6. In accordance with San Luis Obispo County regulations, as of July 1, 2008 a fee of \$36 will be charged for each assessment removed or revised from the assessment listing occurring on a tax bill after extension. Thus, any charge levied against the District for change(s) in an assessment amount of a property owner that is not the result of

District error will be subsequently invoiced and collected by the District from the property owner of record.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cayucos Sanitary District as follows:

1. Each of the above findings is true and correct, and are incorporated herein by this reference.
2. The Board hereby approves and adopts the itemized report describing the delinquent sewer service charges attached hereto and incorporated herein by reference as Exhibit "A" and hereby authorizes such charges to be collected on the County real property tax roll, pursuant to the procedures set forth in Health and Safety Code Sections 5473 et seq.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

**The foregoing resolution is hereby adopted this 17<sup>th</sup> day of June, 2021.**

**ATTEST:**

\_\_\_\_\_  
Rick Koon, District Manager

\_\_\_\_\_  
Robert B. Enns, President

(SEAL)



RESOLUTION NO. 2021-03 EXHIBIT "A"

AGENDA ITEM: 6  
 EXHIBIT A  
 DATE: June 17, 2021

2021 - 2022 TAX ROLL DELINQUENCY BY CSD ACCT #

ACCT #	PARCEL	SERVICE ADDRESS		ACCT BALANCE	NOTES
000099	064-433-011	3575	Shearer Ave.	861.40	*Partial payment made \$500.00
001157	064-443-015	60	Rapf Ave.	1,227.00	
001405	064-182-041	1924	Circle Dr.	1,227.00	
001462	064-125-040	51	S Ocean Ave.	2,304.60	*2 Partial payments made @ \$114.00 each
001492	064-046-032	11	Fresno Ave.	1,227.00	
001920	064-143-015	70	4th St.	1,227.00	
002228	064-125-041	62	Saint Mary Ave.	1,227.00	
002507	064-121-008	92	Pacific Ave.	1,523.72	
003205	064-114-020	12	N Ocean Ave. Bldg. B	5,000.80	
003206	064-114-019	14	N Ocean Ave. Bldg. C	5,358.00	
003362	064-261-004	2891	Santa Barbara Ave.	246.68	*Partial payment made \$94.00
003440	064-205-011	2727	Orville Ave.	1,227.00	
003691	064-046-022	67	Fresno Ave.	1,227.00	
004918	064-275-014	2920	Studio Dr.	423.00	*2 Partial payments made @ \$67.00 each
001581	064-427-025	3274	Gilbert Ave.	32.26	
002710	064-372-042	3174	Gilbert Ave.	57.00	
002978	064-094-022	290	N Ocean Ave.	99.00	
004428	064-372-062	348	Cerro Gordo Ave.	99.00	
004874	064-372-046	3180	Gilbert Ave.	99.00	

# OF ACCTS = 19	TOTALS \$	24,693.46
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Subtotal Sewer	\$24,307.20
Subtotal Lot	\$386.26
<b>Grand Total</b>	<b>\$24,693.46</b>



**AGENDA ITEM:** 7

**DATE:** June 17, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** JUNE 10, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2021-04 CONFIRMING THE ITEMIZED REPORT TO COLLECT DELINQUENT SOLID WASTE COLLECTION AND DISPOSAL CHARGES ON THE FISCAL YEAR 2021-2022 COUNTY TAX ROLL

### **DISCUSSION:**

Each year when needed, the District adopts a Resolution to submit any of Mission Country Disposal's delinquent customer balances to the County for collection on the customer's individual property tax bill.

Staff has prepared the notices and filings such that the County will receive the delinquencies by the beginning of July.

### **RECOMMENDATION:**

It is recommended that the Board adopt Resolution 2021-04 confirming the itemized report to collect delinquent waste collection and disposal charges on the Fiscal Year 2021-2022 County Tax Roll.

## **RESOLUTION 2021-04 JUNE 17, 2021**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAYUCOS SANITARY DISTRICT CONFIRMING THE ITEMIZED REPORT TO COLLECT DELINQUENT SOLID WASTE COLLECTION AND DISPOSAL CHARGES ON THE FISCAL YEAR 2021-2022 COUNTY TAX ROLL**

WHEREAS, the Board of Directors (“Board”) of the Cayucos Sanitary District (“District”) makes the following findings of fact:

1. On August 8, 1977, the District Board duly adopted Ordinance No. 6 pursuant to which the District elected to have delinquent solid waste charges collected on the tax roll in the same manner, by the same persons, and at the same time as its general taxes, all pursuant to applicable Government and Health and Safety Codes; and
2. On May 3, 2021, in accordance with Health and Safety Code Section 5473.1, the District’s Administrative Services Manager mailed letters to owners of real property notifying them of the District’s intent to have solid waste collection and disposal charges that were delinquent as of May 1, 2021 placed on the 2021-2022 County tax roll for collection, pursuant to Health and Safety Code Sections 5473 and 5473a by filing a report with the Auditor-Controller’s office of the County of San Luis Obispo, containing a description of each parcel of real property with delinquent solid waste collection and disposal charges and the owner thereof; and
3. Furthermore, such notice informed the property owner of the time and place of the public hearing to be held before the District Board scheduled for June 17, 2021, at which time all interested persons will be given the opportunity to present oral or written testimony for or against said report or any portions thereof; and
4. On June 18, 2021 the Administrative Services Manager will submit a preliminary report listing the Assessor’s Parcel Numbers for the respective delinquent solid waste collection and disposal charges and specific amounts owed as of May 1, 2021, pursuant to Health and Safety Code Sections 5473 and 5473a, to the Auditor-Controller’s Office of San Luis Obispo County; and
5. On or before August 14, 2021 the final filing date established by the County of Auditor-Controller’s Office, the Administrative Services Manager must submit all changes, additions and deletions to such report on a final filing basis; and
6. In accordance with San Luis Obispo County regulations, as of July 1, 2008 a fee of \$36 will be charged for each assessment removed or revised from the assessment listing occurring on a tax bill after extension. Thus, any charge levied against the District for change(s) in an assessment amount of a property owner that is not the result of

District error will be subsequently invoiced and collected by the District from the property owner of record.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cayucos Sanitary District as follows:

1. Each of the above findings is true and correct, and are incorporated herein by this reference.
2. The Board hereby approves and adopts the itemized report describing the delinquent solid waste collection and disposal charges attached hereto and incorporated herein by reference as Exhibit "A" and hereby authorizes such charges to be collected on the County real property tax roll, pursuant to the procedures set forth in Health and Safety Code Sections 5473 et seq.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

**The foregoing resolution is hereby adopted this 17<sup>th</sup> day of June, 2021.**

**ATTEST:**

\_\_\_\_\_  
Rick Koon, District Manager

\_\_\_\_\_  
Robert B. Enns, President

(SEAL)

## RESOLUTION NO. 2021-04    EXHIBIT "A"

<u>Cust No.</u>	<u>Parcel No.</u>	<u>Service Address</u>	<u>Bill Address</u>	<u>Bill City</u>	<u>&gt;120 Day</u>	<u>Fin Charg</u>	<u>Total</u>
9001466	064-182-041	1924 CIRCLE DR	1924 CIRCLE DR	CAYUCOS, CA 93430	235.24	115.00	350.24
					<b>235.24</b>	<b>115.00</b>	<b>350.24</b>



**AGENDA ITEM: 8**

**DATE: June 17, 2021**

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**DATE: JUNE 10, 2021**

**SUBJECT: DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION  
2021-05 ESTABLISHING CAYUCOS SANITARY DISTRICT'S  
FISCAL YEAR 2021/22 APPROPRIATIONS LIMIT**

### **DISCUSSION:**

With the passage of Proposition 4 in 1979, annual limits were placed on state, school districts, and local governments for the use of appropriations of tax proceeds. Each entity of government must formally "adopt" its Appropriations Limit for a given fiscal year. The calculations and multipliers vary each year and the current calculations are included in the Resolution. As Cayucos Sanitary District receives a portion of tax proceeds from the County of San Luis Obispo, we are subject to this requirement.

### **RECOMMENDATION:**

Staff recommends that the Board adopt Resolution 2021-05 establishing Cayucos Sanitary District's Fiscal Year 2021/22 Appropriations Limit.

**RESOLUTION 2021-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE CAYUCOS SANITARY DISTRICT ESTABLISHING  
THE APPROPRIATIONS LIMIT FOR THE FISCAL  
YEAR ENDING JUNE 30, 2022**

WHEREAS, in November of 1979 California voters passed Proposition 4, which added Article XIII B to the California Constitution; and

WHEREAS, Proposition 4 places an upper limit on the amount of money that can be spent on general operations from state revenues based on the 1978/1979 base year and adjusts each year based on population growth and inflation; and

WHEREAS, in 1990 California voters approved Proposition 111, which modified Article XIII B and provided new adjustment formulas making the appropriation limit more responsive to local growth issues as well as requiring an annual review of limit calculations; and

WHEREAS, Government Code Sections 7900 et seq. provide for the effective and efficient implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code Sections 7900 et seq. provide that each year, the governing body of each local jurisdiction shall, by resolution establish the annual adjustment factors to be used and the tax proceeds expenditure appropriation limit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cayucos Sanitary District as follows:

1. The appropriation limit for Fiscal Year 2021-22 is hereby set at \$4,825,305.
2. Calculations used in the determination of the tax proceeds expenditure appropriation limit are attached hereto as Exhibit A and incorporated herein by this reference.

3. This Resolution is effective on its date of adoption.

PASSED AND ADOPTED this 17<sup>th</sup> day of June, 2021.

Ayes:  
Nays:  
Absent:  
Abstain:

---

Robert Enns, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

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Rick Koon  
District Manager

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Timothy J. Carmel  
District Counsel



EXHIBIT A  
to Resolution No. 2021-05

CAYUCOS SANITARY DISTRICT  
Calculation of Proposition 4 Limit

2019-2020 appropriation limit	\$	<u>4,737,180</u>
2021-2022 factor (per capita cost of living increase x population increase)	x	<u>1.019</u>
2020-2021 appropriation subject to limit	\$	<u>4,825,305</u>



**AGENDA ITEM:** 9

**DATE:** June 17, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**DATE: JUNE 10, 2021**

**SUBJECT: DISCUSSION AND CONSIDERATION TO REJECT CLAIM FOR  
DAMAGES**

### **DISCUSSION:**

On Sunday, May 16<sup>th</sup> District Legal Counsel, staff and Board members received an email with a formal claim for damages from David L. Hagan, Attorney at Law. On Monday, May 17<sup>th</sup> staff contacted the District's insurance carrier, SDRMA, and forwarded the claim to them. SDRMA's Chief Risk Officer opened a claim for this loss. The first step in this process is for the District to reject the Claim for Damages, which will enable SDRMA to proceed with the loss claim.

### **RECOMMENDATION:**

Staff recommends that the Board reject the Claim for Damages.

June 18, 2021

Danielle C. Crawford  
P.O. Box 7063  
Los Osos, CA 93412

David Hagan, Attorney at Law  
1303 East Grand Ave., Suite 135  
Arroyo Grande, CA 93420

RE: Claimant: Danielle C. Crawford  
Date of Loss: April 9, 2021

Dear Ms. Crawford:

Notice is hereby given that the claim presented to the Cayucos Sanitary District on May 16, 2021, was rejected on June 17, 2021.

**“WARNING”**

“Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6.

This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Governmental Tort Claims Act, Government Code sections 900 et. seq. Other causes of action, including those arising under federal law, may have different time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.”

Very truly yours,

Amy Lessi  
Administrative Services Manager  
Cayucos Sanitary District

**DECLARATION OF SERVICE BY MAIL**

State of California  
Cayucos Sanitary District

I am employed by the Cayucos Sanitary District. I am over the age of 18 and not a party to the within cause or claim; my business address is: Cayucos Sanitary District, 200 Ash Avenue, Cayucos, CA 93430-0333.

I served the foregoing document, "Rejection of Claim" by depositing a true copy thereof in the United States Mail in Cayucos, State of California, on June \_\_\_\_, 2021, enclosed in a sealed envelope, with postage thereon full prepaid, addressed as follows:

Danielle C. Crawford  
P.O. Box 7063  
Los Osos, CA 93412

David Hagan, Attorney at Law  
1303 East Grand Ave., Suite 135  
Arroyo Grande, CA 93420

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_ June 2021, at Cayucos, California.

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Amy Lessi  
Administrative Services Manager



**AGENDA ITEM:** 10

**DATE:** June 17, 2021

## **CAYUCOS SANITARY DISTRICT**

**TO: BOARD OF DIRECTORS**

**FROM: RICK KOON  
DISTRICT MANAGER**

**DATE: JUNE 10, 2021**

**SUBJECT: DISCUSSION AND CONSIDERATION TO APPROVE REVISING  
THE DISTRICT'S ORGANIZATIONAL CHART AND SALARY  
SCHEDULE TO ELIMINATE THE ADMINISTRATIVE OFFICE  
MANAGER POSITION**

### **DISCUSSION:**

Because of the long-term absence of the Administrative Office Manager, those duties were distributed to the other two administrative staff members. Over this past year, it is evident that the existing staff members are more than capable of handling the work. In fact, they have both grown in their knowledge of District administrative operations and continue to make valuable contributions to updating and streamlining the District's policies and procedures. They also contribute to positive customer interactions. Staff recommends that the Administrative Office Manager position be eliminated with a fiscal savings of over \$100,000 in salary and benefits.

### **RECOMMENDATION:**

Staff recommends that the Board approve revising the District's Organizational Chart and Salary Schedule to eliminate the Administrative Office Manager position.



# Cayucos Sanitary District

AGENDA ITEM: 10  
DATE: June 17, 2021

## Organizational Chart

Revised May 2021

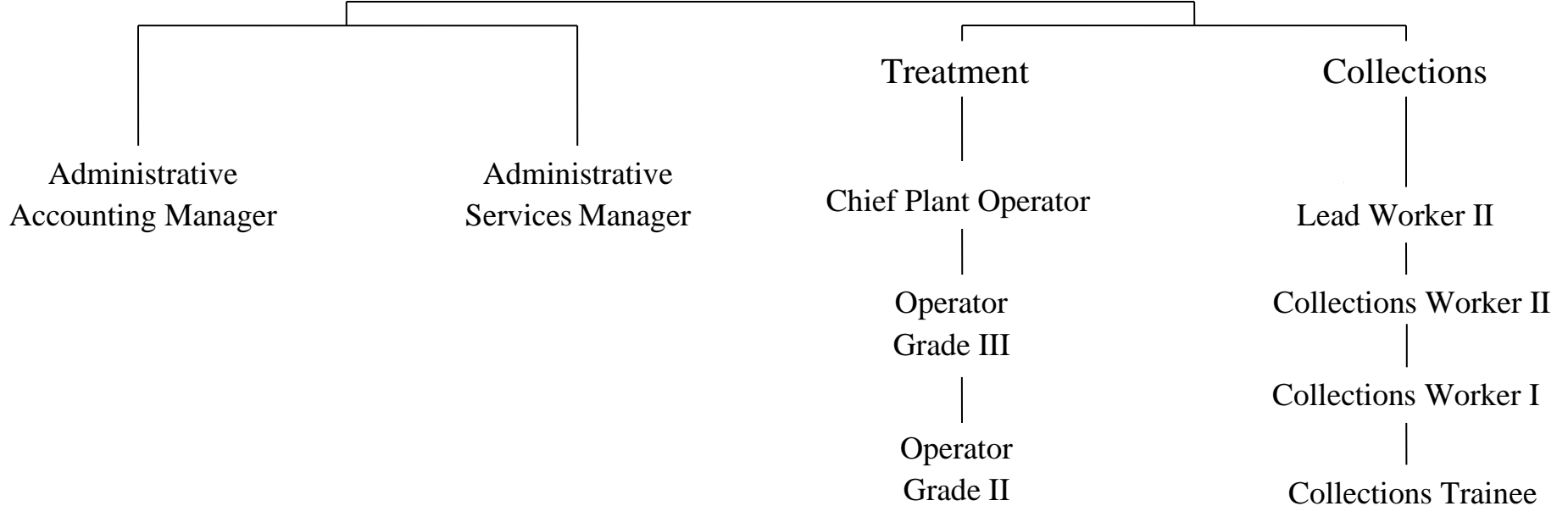
### Board of Directors



### District Manager

#### Administrative Services

#### Wastewater Services



# CAYUCOS SANITARY DISTRICT

## Salary Schedule for FY 21/22

3% COLA Approved May 20, 2021, Effective July 1, 2021

AGENDA ITEM: 10

DATE: June 17, 2021

POSITION	MIN	STEP A	STEP B	STEP C	STEP D	STEP E	MAA STEP F	LONGEVITY PAY		
		5%	5%	5%	5%	5%	5%	*10 YEARS 2 1/2 %	*15 YEARS 2 1/2 %	*20 YEARS 2 1/2 %
<b>DISTRICT MANAGER (Full-Time)</b>	Bi-Wkly	N/A	N/A	N/A	N/A	N/A	\$ 8,307.69	N/A	N/A	N/A
	Annual						\$ 216,000.00			
<b>ADMINISTRATIVE ACCOUNTING MANAGER (Full-Time)</b>	Hourly	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74	\$ 37.53	\$ 39.41	\$ 40.40	\$ 41.41	\$ 42.45
	Bi-Wkly	\$ 2,470.40	\$ 2,593.60	\$ 2,723.20	\$ 2,859.20	\$ 3,002.40	\$ 3,152.80	\$ 3,232.00	\$ 3,312.80	\$ 3,396.00
	Annual	\$ 64,230.40	\$ 67,433.60	\$ 70,803.20	\$ 74,339.20	\$ 78,062.40	\$ 81,972.80	\$ 84,032.00	\$ 86,132.80	\$ 88,296.00
<b>ADMINISTRATIVE SERVICES MANAGER (Full-Time)</b>	Hourly	\$ 30.88	\$ 32.42	\$ 34.04	\$ 35.74	\$ 37.53	\$ 39.41	\$ 40.40	\$ 41.41	\$ 42.45
	Bi-Wkly	\$ 2,470.40	\$ 2,593.60	\$ 2,723.20	\$ 2,859.20	\$ 3,002.40	\$ 3,152.80	\$ 3,232.00	\$ 3,312.80	\$ 3,396.00
	Annual	\$ 64,230.40	\$ 67,433.60	\$ 70,803.20	\$ 74,339.20	\$ 78,062.40	\$ 81,972.80	\$ 84,032.00	\$ 86,132.80	\$ 88,296.00
<b>COLLECTION WORKER TRAINEE (Full-Time)</b>	Hourly	\$ 18.70	\$ 19.64	\$ 20.62	\$ 21.65	\$ 22.73	\$ 23.87	\$ 24.47	\$ 25.08	\$ 25.71
	Bi-Wkly	\$ 1,496.00	\$ 1,571.20	\$ 1,649.60	\$ 1,732.00	\$ 1,818.40	\$ 1,909.60	\$ 1,957.60	\$ 2,006.40	\$ 2,056.80
	Annual	\$ 38,896.00	\$ 40,851.20	\$ 42,889.60	\$ 45,032.00	\$ 47,278.40	\$ 49,649.60	\$ 50,897.60	\$ 52,166.40	\$ 53,476.80
<b>COLLECTION WORKER I (Full-Time)</b>	Hourly	\$ 21.36	\$ 22.43	\$ 23.55	\$ 24.73	\$ 25.97	\$ 27.27	\$ 27.95	\$ 28.65	\$ 29.37
	Bi-Wkly	\$ 1,708.80	\$ 1,794.40	\$ 1,884.00	\$ 1,978.40	\$ 2,077.60	\$ 2,181.60	\$ 2,236.00	\$ 2,292.00	\$ 2,349.60
	Annual	\$ 44,428.80	\$ 46,654.40	\$ 48,984.00	\$ 51,438.40	\$ 54,017.60	\$ 56,721.60	\$ 58,136.00	\$ 59,592.00	\$ 61,089.60
<b>COLLECTION WORKER II (Full-Time)</b>	Hourly	\$ 22.50	\$ 23.63	\$ 24.81	\$ 26.05	\$ 27.35	\$ 28.72	\$ 29.44	\$ 30.18	\$ 30.93
	Bi-Wkly	\$ 1,800.00	\$ 1,890.40	\$ 1,984.80	\$ 2,084.00	\$ 2,188.00	\$ 2,297.60	\$ 2,355.20	\$ 2,414.40	\$ 2,474.40
	Annual	\$ 46,800.00	\$ 49,150.40	\$ 51,604.80	\$ 54,184.00	\$ 56,888.00	\$ 59,737.60	\$ 61,235.20	\$ 62,774.40	\$ 64,334.40
<b>LEAD WORKER II (Full-Time)</b>	Hourly	\$ 30.20	\$ 31.71	\$ 33.30	\$ 34.97	\$ 36.72	\$ 38.56	\$ 39.52	\$ 40.51	\$ 41.52
	Bi-Wkly	\$ 2,416.00	\$ 2,536.80	\$ 2,664.00	\$ 2,797.60	\$ 2,937.60	\$ 3,084.80	\$ 3,161.60	\$ 3,240.80	\$ 3,321.60
	Annual	\$ 62,816.00	\$ 65,956.80	\$ 69,264.00	\$ 72,737.60	\$ 76,377.60	\$ 80,204.80	\$ 82,201.60	\$ 84,260.80	\$ 86,361.60
<b>TREATMENT PLANT OPERATOR GRADE II (Full-Time)</b>	Hourly	\$ 30.69	\$ 32.22	\$ 33.83	\$ 35.52	\$ 37.30	\$ 39.17	\$ 40.15	\$ 41.15	\$ 42.18
	Bi-Wkly	\$ 2,455.20	\$ 2,577.60	\$ 2,706.40	\$ 2,841.60	\$ 2,984.00	\$ 3,133.60	\$ 3,212.00	\$ 3,292.00	\$ 3,374.40
	Annual	\$ 63,835.20	\$ 67,017.60	\$ 70,366.40	\$ 73,881.60	\$ 77,584.00	\$ 81,473.60	\$ 83,512.00	\$ 85,592.00	\$ 87,734.40
<b>TREATMENT PLANT OPERATOR GRADE III (Full-Time)</b>	Hourly	\$ 35.09	\$ 36.84	\$ 38.68	\$ 40.61	\$ 42.64	\$ 44.77	\$ 45.89	\$ 47.04	\$ 48.22
	Bi-Wkly	\$ 2,807.20	\$ 2,947.20	\$ 3,094.40	\$ 3,248.80	\$ 3,411.20	\$ 3,581.60	\$ 3,671.20	\$ 3,763.20	\$ 3,857.60
	Annual	\$ 72,987.20	\$ 76,627.20	\$ 80,454.40	\$ 84,468.80	\$ 88,691.20	\$ 93,121.60	\$ 95,451.20	\$ 97,843.20	\$ 100,297.60
<b>CHIEF PLANT OPERATOR (Full-Time)</b>	Hourly	\$ 48.20	\$ 50.61	\$ 53.14	\$ 55.80	\$ 58.59	\$ 61.52	\$ 63.06	\$ 64.64	\$ 66.26
	Bi-Wkly	\$ 3,856.00	\$ 4,048.80	\$ 4,251.20	\$ 4,464.00	\$ 4,687.20	\$ 4,921.60	\$ 5,044.80	\$ 5,171.20	\$ 5,300.80
	Annual	\$ 100,256.00	\$ 105,268.80	\$ 110,531.20	\$ 116,064.00	\$ 121,867.20	\$ 127,961.60	\$ 131,164.80	\$ 134,451.20	\$ 137,820.80

New employees will generally be hired at Step A unless it can be demonstrated that, based on the inordinate qualifications of the prospective employee, advanced salary placement is warranted. In no event can the District Manager hire in beyond the mid-point of the range without the express approval of the District Board.

Upon successful completion of the introductory period, an employee will be moved to subsequent steps within their salary range based upon "merit" tied to performance evaluation.

Annually the Board will consider a Cost of Living Adjustment (COLA). If the COLA is approved, the step and range plan will be automatically adjusted accordingly. Therefore, an employee may receive both a step adjustment based upon "merit" and a COLA in any given year until the employee reaches Step F. Upon reaching Step F, the only salary adjustment will be the Board-approved COLA until the employee is eligible for longevity pay increases.

\*Upon completion of the 10th, 15th and 20th years of service.



**AGENDA ITEM:** 11

**DATE:** June 17, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** JUNE 10, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE A BLANKET PURCHASE ORDER FOR FY 2021/22 IN THE AMOUNT OF \$40,000.00 WITH N. BRENT KNOWLES CONSTRUCTION FOR ONGOING PAVING AND SLURRY SERVICES ASSOCIATED WITH POINT REPAIRS AND OTHER DISTRICT-RELATED EMERGENCIES

### **DISCUSSION:**

This Blanket Purchase Order will be used for District repair projects and any emergency that requires additional manpower and equipment in order to maintain the consistent operations of the District's facilities. Last year we used this similar purchase order to handle some unexpected erosion around our lift stations and other winter preparations. Staff has budgeted for this item in the FY 2020/21 Budget under "Contract Labor".

### **RECOMMENDATION:**

Staff recommends that the Board approve a Blanket Purchase Order for FY 2021/22 in the amount of \$40,000.00 with N. Brent Knowles Construction for ongoing paving and slurry services associated with point repairs and other District-related emergencies.





**AGENDA ITEM:** 12  
**DATE:** June 17, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS  
**FROM:** RICK KOON  
DISTRICT MANAGER  
**DATE:** JUNE 10, 2021  
**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE CHANGE ORDER #7 FOR CUSHMAN CONTRACTING CORPORATION IN THE AMOUNT OF \$19,240.00

### **DISCUSSION:**

This Change Order #7 with Cushman is the final change order for the WRRF. This change order accounts for some final credits, changes to the Fire Pump System and the addition of an access stairway to the Headworks. Also included with each item is an increase in contract time to adjust the total time to the actual project completion date.

In total, CCO#1 through 7 equal \$249,717 which represents 1.1% of the total contract amount.

### **RECOMMENDATION:**

It is recommended that the Board approve Change Order #7 for Cushman Contracting Corporation in the amount of \$19,240.00.

**AGENDA ITEM:** 12  
**DATE:** June 17, 2021

**Change Order No.** 007

Date of Issuance: 6/10/2021  
 Owner: Cayucos Sanitary District  
 Contractor: Cushman Contracting Corporation  
 Engineer: Water Systems Consulting  
 Project: Cayucos Sustainable Water Project

Effective Date: 6/18/2021  
 Owner's Contract No.: CSWP-3  
 Contractor's Project No.:  
 Engineer's Project No.: N/A  
 Contract Name: Water Resource Recovery Facility

The Contract is modified as follows upon execution of this Change Order:

Description: Changes to the CSWP Water Resource Recovery Facility including: adding a concrete staircase up to the headworks, modifications to the fire pump feed piping, changes to laboratory equipment and deletion of bollard painting.

Attachments: Summary table

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b> <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 20,518,175.01</u>	Original Contract Times: Substantial Completion: <u>497</u> Ready for Final Payment: <u>557</u> days or dates
Increase from previously approved Change Orders No. to No. <u>1,2, 3, 4,5,6:</u> <u>\$230,477.15</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$20,748,652.16</u>	Contract Times prior to this Change Order: Substantial Completion: <u>627</u> Ready for Final Payment: <u>687</u> days or dates
Increase of this Change Order: <u>\$19,240</u>	Increase of this Change Order: Substantial Completion: <u>60</u> Ready for Final Payment: <u>60</u> days or dates
Contract Price incorporating this Change Order: <u>\$20,767,892.16</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>687</u> Ready for Final Payment: <u>747</u> days or dates

<b>RECOMMENDED:</b> By: _____ <u>Engineer (if required)</u> Title: _____ Date: _____	<b>ACCEPTED:</b> By: _____ <u>Owner (Authorized Signature)</u> Title: _____ Date: _____	<b>ACCEPTED:</b> By: _____ <u>Contractor (Authorized Signature)</u> Title: _____ Date: _____
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

## CHANGE ORDER

**Owner:** Cayucos Sanitary District  
**Contractor:** Cushman Contracting Corporation  
**Project:** Cayucos Sustainable Water Project

**No.** 007  
**Issue Date:** 06/10/2021

ITEM NO.	DESCRIPTION OF THE CHANGE	TIME INCREASE	COST INCREASE	COST DECREASE
01	Increases Price - Negotiated lump sum payment for the labor and materials associated with the construction of a staircase at the Headworks retaining wall.	40 days	\$16,903	N/A
02	Increases Price – Negotiated lump sum price for modifications to the fire pump feedline as requested by CalFire including the addition of an alarm on the fill valve, removal of gate valves, and travel for Fire Department testing.	15 days	\$10,733	N/A
03	Increases Price – Negotiated lump sum price for materials associated with the Owner requested modifications to casework at Operations Building Windows.	3 days	\$1,368	N/A
04	Increases Price – Negotiated lump sum price for the addition of zone controllers to the landscaping irrigation.	2 days	\$2,390	N/A
05	Decreases Price – Negotiated credit for the deletion of painting at site Bollards.	N/A	N/A	\$7,164
06	Decreases Price – Negotiated credit for the deletion of specified laboratory equipment including the pH and Turbidimeter.	N/A	N/A	\$2,200
07	Decreases Price – Negotiated credit for changes in side to the Laboratory furnace.	N/A	N/A	\$2,265

ITEM NO.	DESCRIPTION OF THE CHANGE	TIME INCREASE	COST INCREASE	COST DECREASE
08	Decreases Price – Negotiated credit for changes to the Laboratory dishwasher.	N/A	N/A	\$525



**AGENDA ITEM:** 13  
**DATE:** June 17, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** JUNE 10, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO ACCEPT AS COMPLETE AND FILE A NOTICE OF COMPLETION FOR THE FOLLOWING PROJECTS: THE CAYUCOS WATER RESOURCE RECOVERY FACILITY GRADING, THE CAYUCOS WATER RESOURCE RECOVERY FACILITY CONSTRUCTION, THE PIPELINE PROJECT, LIFT STATION 5 REPLACEMENT CONSTRUCTION, LIFT STATION 5 PROGRAMMING AND INTEGRATION

### **DISCUSSION:**

Staff is pleased to inform the Board that the WRRF portion of the CSWP has reached this point. Cushman, Crye, Raminah and Tesco have been very responsive over the last month in completing their punch list items. A breakdown of costs for the WRRF is:

- Grading - Crye \$ 686,002
- WRRF- Cushman \$ 20,767,892
- Pipeline – Crye \$ 2,112,926
- LS #5 – Raminah \$ 1,325,023
- LS#5 – Tesco \$ 509,177

Total final contracted costs \$ 25,401,020

Total original contracts \$ 25,103,575

Total additions \$ 297,445 or + 1.18%

With the approval of this item, staff will begin to release retention to the Contractors only withholding minor amounts for incidental testing, parts or manuals not yet received.

### **RECOMMENDATION:**

Staff recommends that the Board Accept as Complete and file a Notice of Completion for the following Projects: The Cayucos Water Resource Recovery Facility Grading, The Cayucos Water Resource Recovery Facility Construction, The Pipeline Project, Lift Station 5 Replacement Construction, Lift Station 5 Programming and Integration.

Recording Requested By

And When Recorded Mail To:

Cayucos Sanitary District  
PO Box 333  
Cayucos CA 93430

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**NOTICE OF COMPLETION**

**NOTICE** is hereby given by the Cayucos Sanitary District, located in the County of San Luis Obispo, State of California, as follows:

1. That on the 18<sup>th</sup> day of June, 2021, the project hereunder described was considered to be completed and accepted by the District Manager on behalf of the Cayucos Sanitary District.
2. That the description of said project is the construction of:  
Cayucos Sustainable Water Project – Cayucos Sustainable Water Project Grading Package,  
Cayucos, CA  
Contract No. CSWP-1
3. That the name of the political subdivision controlling said project is the Cayucos Sanitary District.
4. That the name of the contractor on said project is David Crye General Engineering Contractor, Inc.
5. That the name of the Surety on said project is The United States Department of Agriculture.
6. Transferors: None.

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(Signature of Owner/Agent)  
Rick Koon, District Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the District Manager, or designee, of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

---

(Date and Place)

Recording Requested By

And When Recorded Mail To:

Cayucos Sanitary District  
PO Box 333  
Cayucos CA 93430

---

**NOTICE OF COMPLETION**

**NOTICE** is hereby given by the Cayucos Sanitary District, located in the County of San Luis Obispo, State of California, as follows:

1. That on the 18<sup>th</sup> day of June, 2021, the project hereunder described was considered to be completed and accepted by the District Manager on behalf of the Cayucos Sanitary District.
2. That the description of said project is the construction of:  
Cayucos Sustainable Water Project – Lift Station 5 Replacement, Cayucos, CA  
Contract No. CSWP-3
3. That the name of the political subdivision controlling said project is the Cayucos Sanitary District.
4. That the name of the contractor on said project is Raminha Construction, Inc.
5. That the name of the Surety on said project is The United States Department of Agriculture.
6. Transferors: None.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the District Manager, or designee, of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

---

(Date and Place)

Recording Requested By

And When Recorded Mail To:

Cayucos Sanitary District  
PO Box 333  
Cayucos CA 93430

---

**NOTICE OF COMPLETION**

**NOTICE** is hereby given by the Cayucos Sanitary District, located in the County of San Luis Obispo, State of California, as follows:

1. That on the 18<sup>th</sup> day of June, 2021, the project hereunder described was considered to be completed and accepted by the District Manager on behalf of the Cayucos Sanitary District.
2. That the description of said project is the construction of:  
Cayucos Sustainable Water Project – Lift Station 5 Replacement Project Instrumentation and Controls, Cayucos, CA  
Contract No. CSWP-3
3. That the name of the political subdivision controlling said project is the Cayucos Sanitary District.
4. That the name of the contractor on said project is Tesco Controls, Inc.
5. That the name of the Surety on said project is The United States Department of Agriculture.
6. Transferors: None.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the District Manager, or designee, of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

---

(Date and Place)



Recording Requested By

And When Recorded Mail To:

Cayucos Sanitary District  
PO Box 333  
Cayucos CA 93430

---

**NOTICE OF COMPLETION**

**NOTICE** is hereby given by the Cayucos Sanitary District, located in the County of San Luis Obispo, State of California, as follows:

1. That on the 18<sup>th</sup> day of June, 2021, the project hereunder described was considered to be completed and accepted by the District Manager on behalf of the Cayucos Sanitary District.
2. That the description of said project is the construction of:  
Cayucos Sustainable Water Project – Offsite Pipeline and Toro Creek Crossing, Cayucos, CA  
Contract No. CSWP-4
3. That the name of the political subdivision controlling said project is the Cayucos Sanitary District.
4. That the name of the contractor on said project is David Crye General Engineering Contractor, Inc.
5. That the name of the Surety on said project is The United States Department of Agriculture.
6. Transferors: None.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the District Manager, or designee, of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

---

(Date and Place)

Recording Requested By

And When Recorded Mail To:

Cayucos Sanitary District  
PO Box 333  
Cayucos CA 93430

---

**NOTICE OF COMPLETION**

**NOTICE** is hereby given by the Cayucos Sanitary District, located in the County of San Luis Obispo, State of California, as follows:

1. That on the 18<sup>th</sup> day of June, 2021, the project hereunder described was considered to be completed and accepted by the District Manager on behalf of the Cayucos Sanitary District.
2. That the description of said project is the construction of:  
Cayucos Sustainable Water Project – Water Resource Recovery Facility, Cayucos, CA  
Contract No. CSWP-2
3. That the name of the political subdivision controlling said project is the Cayucos Sanitary District.
4. That the name of the contractor on said project is Cushman Construction, Inc.
5. That the name of the Surety on said project is The United States Department of Agriculture.
6. Transferors: None.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the District Manager, or designee, of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

---

(Signature of Owner/Agent)  
Rick Koon, District Manager

---

(Date and Place)



**AGENDA ITEM:** 14

**DATE:** June 17, 2021

## CAYUCOS SANITARY DISTRICT

**TO:** BOARD OF DIRECTORS

**FROM:** RICK KOON  
DISTRICT MANAGER

**DATE:** JUNE 10, 2021

**SUBJECT:** DISCUSSION AND CONSIDERATION TO APPROVE THE USDA WATER AND WASTE SYSTEM GRANT AGREEMENTS IN THE AMOUNT OF \$1,651,844.00 AND \$2,851,500.00 FOR THE PAYOFF OF THE SERIES A-1 LOAN WITH WESTERN ALLIANCE BANK

### **DISCUSSION:**

With the Final Completion Notice for the WRRF and the acceptance to these Grant Agreements, the USDA will release the grant monies to the District. The District will then use the monies to close the Series A-1 loan with Western Alliance Bank. Total in grants received from the USDA is \$ 4,503,344.00

### **RECOMMENDATION:**

Staff recommends that the Board approve the USDA Water and Waste System Grant Agreements In the amount of \$1,651,844.00 and \$2,851,500.00 for the payoff of the Series A-1 Loan with Western Alliance Bank.

**Water and Waste System Grant Agreement**

**United States Department of Agriculture**

**Rural Utilities Service**

**AGENDA ITEM: 14**  
**DATE: June 17, 2021**

THIS AGREEMENT dated \_\_\_\_\_, between

Cayucos Sanitary District

a public corporation organized and operating under

\_\_\_\_\_  
(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

**WHEREAS**

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 32,394,844.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 27,891,500.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 27,891,500.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 2,851,500 or 8.80 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 8.80 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

**Grantee Agrees That Grantee Will:**

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, adopted by resolution dated \_\_\_\_\_, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

**[Revision 1, 04/17/1998]**

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

(NOT APPLICABLE)

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

**[Revision 1, 04/17/1998]**

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

**This Grant Agreement covers the following described equipment(use continuation sheets as necessary).**

**as described in authorized plans and specs, further itemized in cost reimbursement and engineering documents, funded by RD Apply application # 3003153.**

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.



R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

**[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

**[Revision 1, 11/20/1997]**

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 2,851,500 which it will advance to Grantee to meet not to exceed 8.80 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

\_\_\_\_\_

attested and its corporate seal affixed by its duly authorized

\_\_\_\_\_

Attest:

\_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By \_\_\_\_\_

(Title)

**Water and Waste System Grant Agreement**

**United States Department of Agriculture**

**Rural Utilities Service**

AGENDA ITEM: 14

DATE: June 17, 2021

THIS AGREEMENT dated \_\_\_\_\_, between

Cayucos Sanitary District

a public corporation organized and operating under

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(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

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Said sum of \$ 27,891,500.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 1,651,844 or 5.10 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

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I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

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**[Revision 1, 04/17/1998]**

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**This Grant Agreement covers the following described real property (use continuation sheets as necessary).**

(NOT APPLICABLE)

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**[Revision 1, 04/17/1998]**

1. Use of equipment.

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**as described in authorized plans and specs, further itemized in cost reimbursement and engineering documents, funded by RD Apply application # 3003153.**

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4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

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S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414 ) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

**[Revision 1, 11/20/1997]**

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

**[Revision 1, 11/20/1997]**

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

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A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 1,651,844 which it will advance to Grantee to meet not to exceed 5.10 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.



Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

\_\_\_\_\_

attested and its corporate seal affixed by its duly authorized

\_\_\_\_\_

Attest:

\_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

By \_\_\_\_\_

(Title) \_\_\_\_\_

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By \_\_\_\_\_

(Title)