



Pursuant to Government Code Section 54953(e), 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, MAY 19, 2022 AT 5:00PM 200 ASH AVENUE, CAYUCOS, CALIFORNIA 93430

Please join our meeting from your computer, tablet or smartphone:

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1. ESTABLISH QUORUM AND CALL TO ORDER

2. PUBLIC COMMENT:

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 April 21, 2022 Board of Directors Regular Meeting **Pg. 1**
2. Approval of minutes for the May 10, 2022 Budget Committee Meeting **Pg. 4**

B. Financial Reports: April 2022

1. Check Register – Mechanics Bank (General Checking Account) **Pg. 6**
 - a. Check Register – Wells Fargo (CIP/CSWP Checking Account) **Pg. 8**
 - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report **Pg. 10**
3. Budget vs. Actual Status Report **FY 2021-2022 Pg. 11**
4. Capital Improvement Projects Report **Pg. 12**

Pursuant to Government Code Section 54953(e), 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.

4. **STAFF COMMUNICATIONS AND INFORMATIONAL ITEMS: No Action Required**
 - A. **District Manager's Report: April 2022 Pg. 13**
 - B. **New Will-Serves:**
 - None
 - Extended Will-Serves:**
 - None
 - Finalized Will-Serves:**
 - 70 7th St. / Tamoush / 064-146-020 / SFR New, ADU New
 - 1501 Pacific Ave. / Smith / 064-225-009 / SFR Remodel
 - 3596 Studio Dr. / Crowley / 064-449-008 / SFR New
 - Continue-to-Serves (No Will-Serve Required):**
 - None
 - Grants Of License:**
 - None

5. **DISCUSSION AND CONSIDERATION TO APPOINT A DIRECTOR TO FILL THE VACANCY FOR DISTRICT 1 OF THE CAYUCOS SANITARY DISTRICT BOARD OF DIRECTORS, TO REVIEW COMMITTEE ASSIGNMENTS AND TO APPOINT A VICE PRESIDENT Pg. 15**

6. **DISCUSSION AND CONSIDERATION TO ADOPT CAYUCOS SANITARY DISTRICT RESOLUTION 2022-10 REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE NOVEMBER 8, 2022 GENERAL ELECTION Pg. 18**

7. **DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2022-13 APPROVING THE SECOND AMENDMENT TO THE JOINT POWERS AGREEMENT TO ESTABLISH AN INTEGRATED WASTE MANAGEMENT AUTHORITY FOR THE CITIES OF SAN LUIS OBISPO COUNTY Pg. 20**

8. **DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2022-11 ESTABLISHING CAYUCOS SANITARY DISTRICT'S FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT Pg. 60**

9. **DISCUSSION AND CONSIDERATION TO APPROVE THE FISCAL YEAR 2022/23 CAYUCOS SANITARY DISTRICT BUDGET: Pg. 64**
 - A. **OPERATING BUDGET**
 - B. **CIP BUDGET**

10. **DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2022-12 TO AUTHORIZE REMOTE TELECONFERENCING MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) (AB 361) Pg. 74**

11. **BOARD MEMBER COMMENTS**

This item provides the opportunity for Board members to make brief announcements and/or briefly report on their own activities related to District business.

12. **FUTURE SCHEDULED MEETINGS**
 - June 16, 2022 – Regular Board Meeting
 - July 21, 2022 – Regular Board Meeting
 - August 18, 2022 – Regular Board Meeting

13. **ADJOURNMENT**

Pursuant to Government Code Section 54953(e), 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.

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda, staff reports or other documentation relating to each item of business referred to on the agenda can be accessed and downloaded from the District's website at <https://www.cayucossd.org/board-of-directors-meetings>

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: May 19, 2022

ACTION: _____

GOVERNING BOARD

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

BOARD OF DIRECTORS REGULAR MEETING MINUTES THURSDAY, APRIL 21, 2022 AT 5:00 P.M. 200 ASH AVENUE, CAYUCOS, CA 93430

1. ESTABLISH QUORUM AND CALL TO ORDER

President Enns called the meeting to order at 5:00 p.m.

Board members present via GoToMeeting: President Robert Enns, Vice-President Dan Chivens, and Director Robert Frank

Staff present via GoToMeeting: District Manager Rick Koon and Administrative Services Manager Amy Lessi

2. PUBLIC COMMENT

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

Director Lyon joined the meeting at 5:01 p.m.

3. CONSENT CALENDAR: Recommended to Approve

A. Regular Meeting Minutes

1. Approval of minutes for the March 17, 2022 Board of Directors Regular Meeting
2. Approval of minutes for the April 12, 2022 Board of Directors Special Meeting

B. Financial Reports: March 2022

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 **2021-2022**
4. Capital Improvement Projects Report

Director Miller joined the meeting at 5:03 p.m.

Director Lyon questioned what the USA Bluebook charges were for on the check register. Manager Koon responded that they were for lab equipment (beakers) at the WRRF.

President Enns opened the meeting to Public Comment.

Hearing no comment, President Enns closed Public Comment.

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

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

VOTE 5-0 Motion passed

4. STAFF COMMUNICATIONS AND INFORMATION ITEMS: No Action Required

A. District Manager's Report: March 2022

B. New Will-Serves:

- 959 Pacific Ave. / Jones / 064-153-015 / ADU New

Extended Will-Serves:

- 1073 Pacific Ave. / Wolowodiuk / 064-154-020 / SFR New

Finalized Will-Serves:

- 399 S Ocean Ave. / Coastal Hospitality Holdings, LLC / 064-131-022 / CMMCL Remodel

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

None

Grants of License:

None

Manager Koon gave a summary of the previous month's activities. President Enns asked for clarification as to whether the \$716,611.01 payment on the CIP check register was the same payment referenced in the Manager's Report, to which Manager Koon responded that it is a separate payment. Director Frank observed that the numbers for effluent flows have varied over the last few months, and Manager Koon responded that it is a direct result of stormwater, adding that the number will increase in the summer with increased usage.

President Enns opened the meeting to Public Comment.
Hearing no comment, President Enns closed Public Comment.

Items 4.A – B were received and accepted.

5. DISCUSSION AND CONSIDERATION TO APPROVE PAYMENT OF MORRO BAY INVOICE FOR 4th QUARTER OF FY 2020-2021 IN THE AMOUNT OF \$113,478.73

Manager Koon recommended that the Board pull this item since staff did not receive a response to their questions. Director Frank noted the total balance owed is unclear.

President Enns opened the meeting to Public Comment.
Hearing no comment, President Enns closed Public Comment.

MOTION: 1st by Frank, to pull item and waive approval of Morro Bay invoice for 4th quarter of FY 2020-2021 until discrepancies have been resolved. Motion was seconded by Lyon.

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

VOTE 5-0 Motion passed

6. DISCUSSION AND CONSIDERATION OF REQUEST FROM THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO SUBMIT A BALLOT FOR THE LAFCO ALTERNATE SPECIAL DISTRICT MEMBER

President Enns mentioned that candidate Ed Eby has been an alternate on the LAFCO Board for some time, and regularly attends their meetings.

President Enns opened the meeting to Public Comment.
Hearing no comment, President Enns closed Public Comment.

MOTION: 1st by Frank, to nominate Ed Eby as the LAFCO Alternate Special District Member. Motion was seconded by Miller.

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

VOTE 5-0 Motion passed

7. CONSIDERATION TO ADOPT RESOLUTION 2022-09 ESTABLISHING THE AMOUNT OF SEWER CONNECTION FEES AND INSPECTION FEES

Manager Koon presented the resolution and attached study to the Board. Director Frank asked for clarification on what the Inspection Fee entails. Manager Koon answered that District staff routinely visits construction sites throughout the Will-Serve process to assist with requirements in connecting to the sewer system. Staff provides step-by-step counsel to Will-Serve customers during the connection process and makes an average of three trips to construction sites during this time period. Vice President Chivens requested confirmation that the

Inspection Fee includes inspection of the lateral, connection at the wye and enclosures, and Manager Koon affirmed.

President Enns opened the meeting to Public Comment.
Hearing no comment, President Enns closed Public Comment.

MOTION: 1st by Miller, to adopt Resolution 2022-09 establishing the amount of sewer Connection Fees & Inspection Fees. Motion was seconded by Frank.

ROLLCALL VOTE: Miller-yes, Frank-yes, Lyon-yes, Chivens-yes, Enns-yes
VOTE 5-0 Motion passed

8. DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2022-08 TO AUTHORIZE REMOTE TELECONFERENCING MEETINGS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953(e) (AB 361)

Manager Koon reminded the Board that they are required to adopt this Resolution if they wish to continue with remote meetings during the COVID-19 pandemic.

President Enns opened the meeting to Public Comment.
Hearing no comment, President Enns closed Public Comment.

MOTION: 1st by Chivens, to adopt Resolution 2022-08 to authorize remote teleconferencing meetings in accordance with Government Code Section 54953(e) (AB 361). Motion was seconded by Miller.

ROLLCALL VOTE: Chivens-yes, Miller-yes, Frank-yes, Lyon-yes, Enns-yes
VOTE 5-0 Motion passed

9. BOARD MEMBER COMMENTS

Vice President Chivens announced that after 12 years of serving on the Cayucos Sanitary District Board of Directors, he is resigning. The Board expressed their gratitude for his many years of service.

10. FUTURE SCHEDULED MEETINGS

- May 21, 2022 – Regular Board Meeting
- June 18, 2022 – Regular Board Meeting
- July 21, 2022 – Regular Board Meeting

11. ADJOURNMENT

The meeting adjourned at 5:36 p.m.

Minutes Respectfully Submitted By:

X Amy Lessi

Amy Lessi
Administrative Services Manager



CAYUCOS SANITARY DISTRICT

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

AGENDA ITEM: 3.A.2

DATE: May 19, 2022

ACTION: _____

GOVERNING BOARD

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

BUDGET COMMITTEE MEETING MINUTES TUESDAY, MAY 10, 2022 AT 10:00 AM 200 ASH AVENUE, CAYUCOS, CA 93430

1. CALL MEETING TO ORDER

Director Miller called the meeting to order at 10:00 a.m.

Board members present: Director Lyon, Director Miller

Staff present: District Manager Rick Koon and Admin. Accounting Manager Gayle Good

2. PUBLIC COMMENT

Director Miller opened the meeting to Public Comment.

Hearing no comment, Director Miller closed Public Comment.

3. DISCUSSION AND REVIEW OF THE PROPOSED DRAFT BUDGETS FOR FY 2022-2023

A. OPERATING BUDGET

Staff reviewed the operating budget line by line with the committee. Particular attention was directed toward Treatment Plant expenses as estimates have been refined now that the WRRF has been in operation for a full year. In reviewing Administrative Operating Expenses, the Committee recommended that line item 6255 – Professional Services-Other be increased to \$45,000 to cover possible consulting/engineering fees associated with potential upcoming projects.

Proposed COLA increases were presented and discussed at length. Based upon the current Cost of Living Indices provided by the Department of Labor, Director Lyon and Director Miller debated the merits of a 3%, 5% or 7% increase, finally concurring and recommending that the salary schedule be adjusted to reflect a 6% COLA increase.

Director Miller opened the meeting to Public Comment.

Hearing no comment, Director Miller closed Public Comment.

Committee recommends approval of 6% COLA effective July 1 and approval of proposed budget with suggested changes.

B. CAPITAL IMPROVEMENT PROJECT BUDGET

District Manager Koon presented the budget for Capital Improvements, explaining the need for continuing projects for the WRRF including increasing the capacity of the effluent pump, continuing studies for the recycled water program and replacing lines along the highway, as well as purchasing a small electric vehicle, a generator for the main office, and continuing collection infrastructure improvements.

Director Miller opened the meeting to Public Comment.
Hearing no comment, Director Miller closed Public Comment.

Committee recommends approval of CIP budget as proposed.

4. ADJOURNMENT

The meeting adjourned at 12:06 p.m.

Minutes Respectfully Submitted By:

X *Gayle Good*
Gayle Good
Administrative Accounting Manager

DRAFT

**Cayucos Sanitary District
General Checking Account
(Payments Only)
April 2022**

AGENDA ITEM: <u>3.B.1</u>
DATE: <u>May 19, 2022</u>

Date	Num	Name	Amount
04/01/2022	DD04012201	COLLINS, JONATHAN W	0.00
04/01/2022	DD04012203	GOOD, GAYLE	0.00
04/01/2022	DD04012204	HOOPER, SARAH L	0.00
04/01/2022	DD04012205	KOON, RICHARD L	0.00
04/01/2022	DD04012206	LAKEY, NICK E	0.00
04/01/2022	DD04012207	LESSI, AMY M	0.00
04/01/2022	DD04012209	OWENS, JUSTIN D	0.00
04/01/2022	DD04012210	WINN, CHRISTOPHER M	0.00
04/01/2022	22861	ENNS, ROBERT	-136.88
04/01/2022	DD04012202	FRANK, ROBERT W	0.00
04/01/2022	22860	CHIVENS, DAN P	-91.25
04/01/2022	22862	LYON, SHIRLEY A	-91.25
04/01/2022	DD04012208	MILLER, HANNAH P	0.00
04/01/2022	DEF04012022	CALPERS (RETIREMENT)	-1,375.00
04/01/2022	PERS040122	CALPERS (RETIREMENT)	-4,300.53
04/01/2022	EDD04012022	EDD	-1,667.46
04/01/2022	FED04012022	US TREASURY	-7,738.88
04/01/2022	22873	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-300,000.00
04/01/2022	22874	EXXONMOBIL	-750.66
04/01/2022	22875	QUICK TECH COMPUTERS	-1,480.00
04/01/2022	22876	STREAMLINE	-200.00
04/01/2022	22877	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-1,525.38
04/01/2022	22842	POSTMASTER	-678.38
04/05/2022	HLTH040522	CALPERS (HEALTH)	-12,723.76
04/05/2022	60203022090	ALLIED ADMINISTRATORS FOR DELTA DENTAL	-679.19
04/05/2022	22878	ALPHA FIRE & SECURITY ALARM CORP	-105.00
04/05/2022	22879	CAYUCOS BEACH MUTUAL WATER CO. #1	-93.36
04/05/2022	22880	CAYUCOS BEACH MUTUAL WATER CO. #2	-120.08
04/05/2022	22881	CHARTER INTERNET	-940.35
04/05/2022	22882	FARM SUPPLY COMPANY	-380.61
04/05/2022	22883	KITZMAN WATER	-35.00
04/05/2022	22884	MISSION COUNTRY DISPOSAL - WRRF	-182.22
04/05/2022	22885	MORRO ROCK MUTUAL WATER CO. UTILITY 782	-84.68
04/05/2022	22886	QUICK TECH COMPUTERS	-380.00
04/05/2022	22887	SLOCTC - LOT 6NE	-1,604.79
04/05/2022	22888	SLOCTC - LOT 7N	-1,199.45
04/05/2022	22889	SLOCTC TORO LT 10	-8,754.49
04/05/2022	22890	SLOCTC TORO LT 8	-3,969.07
04/05/2022	22891	SPEEDY COASTAL MESSENGER, INC.	-365.00
04/05/2022	22892	WELLS FARGO VENDOR FIN SERV	-387.43
04/05/2022	22893	OASIS EQUIPMENT RENTAL	-696.50
04/06/2022	22894	CARMEL & NACCASHA, LLP	-3,999.37
04/06/2022	22895	COASTAL ROLL OFF SERVICE	-3,436.38
04/12/2022	22896	PATHIAN ADMINISTRATORS	-186.15
04/12/2022	22897	ABALONE COAST ANALYTICAL, INC.	-2,839.00
04/12/2022	22898	CALNET3	-401.93
04/12/2022	22899	COAST ELECTRONICS	-81.55
04/12/2022	22900	GRAINGER	-208.73
04/12/2022	22901	PG&E LS#1	-459.24
04/12/2022	22902	PG&E LS#2	-807.99
04/12/2022	22903	PG&E LS#3	-141.28

Date	Num	Name	Amount
04/12/2022	22904	PG&E LS#4	-391.48
04/12/2022	22905	PG&E LS#5	-1,982.56
04/12/2022	22906	PG&E OFFICE	-200.95
04/12/2022	22907	PG&E WELL	-10.07
04/14/2022		QuickBooks Payroll Service	-18,142.51
04/14/2022	22909	CSA 10A SLO CO PW LS#3	-198.10
04/14/2022	22910	CSA 10A SLO CO PW LS#4	-198.10
04/15/2022	DD04152201	COLLINS, JONATHAN W	0.00
04/15/2022	DD04152202	GOOD, GAYLE	0.00
04/15/2022	DD04152203	HOOPER, SARAH L	0.00
04/15/2022	DD04152204	KOON, RICHARD L	0.00
04/15/2022	DD04152205	LAKEY, NICK E	0.00
04/15/2022	DD04152206	LESSI, AMY M	0.00
04/15/2022	DD04152207	OWENS, JUSTIN D	0.00
04/15/2022	DD04152208	WINN, CHRISTOPHER M	0.00
04/15/2022	EDD04152022	EDD	-1,675.94
04/15/2022	FED04152022	US TREASURY	-7,678.18
04/15/2022	PERS041522	CALPERS (RETIREMENT)	-4,300.53
04/15/2022	DEF041522	CALPERS (RETIREMENT)	-1,375.00
04/18/2022	22911	STAPLES ADVANTAGE (Gov. Acct)	-54.97
04/18/2022	22912	WATER SYSTEMS CONSULTING, INC.	-667.50
04/25/2022	22913	DIR LABOR COMMISSIONER	-2,500.00
04/25/2022	22914	EXECUTIVE JANITORIAL	-225.00
04/25/2022	22915	FIRSTNET (AT&T)	-370.63
04/25/2022	22916	GRAINGER	-67.24
04/25/2022	22917	HACH	-1,433.40
04/25/2022	22918	USA BLUE BOOK	-121.15
04/25/2022	22919	BUSINESS CARD 4841	-426.53
04/25/2022	22920	BUSINESS CARD 8913	-755.49
04/27/2022	22924	COASTAL COPY, INC	-38.33
04/27/2022	22925	CWEA	-106.00
04/27/2022	22926	MINER'S ACE HARDWARE	-739.83
04/27/2022	22927	MISSION UNIFORM SERVICE	-345.84
04/27/2022	22928	RYAN HERCO FLOW SOLUTIONS	-338.20
04/27/2022	22929	SOCAL GAS	-42.36
04/28/2022		QuickBooks Payroll Service	-18,415.38
04/29/2022	DD04292201	COLLINS, JONATHAN W	0.00
04/29/2022	DD04292203	GOOD, GAYLE	0.00
04/29/2022	DD04292204	HOOPER, SARAH L	0.00
04/29/2022	DD04292205	KOON, RICHARD L	0.00
04/29/2022	DD04292206	LAKEY, NICK E	0.00
04/29/2022	DD04292207	LESSI, AMY M	0.00
04/29/2022	DD04292209	OWENS, JUSTIN D	0.00
04/29/2022	DD04292210	WINN, CHRISTOPHER M	0.00
04/29/2022	22921	CHIVENS, DAN P	-182.50
04/29/2022	22922	ENNS, ROBERT	-182.50
04/29/2022	DD04292202	FRANK, ROBERT W	0.00
04/29/2022	22923	LYON, SHIRLEY A	-182.50
04/29/2022	DD04292208	MILLER, HANNAH P	0.00
04/29/2022	PERS042922	CALPERS (RETIREMENT)	-4,300.53
04/29/2022	DEF042922	CALPERS (RETIREMENT)	-1,375.00
04/29/2022	EDD04292022	EDD	-1,680.72
04/29/2022	FED04292022	US TREASURY	-7,800.82
04/29/2022	13553750667	COLONIAL LIFE INSURANCE PREMIUMS	-78.87
		Transfer to General Checking - Wells Fargo	300,000.00
		Total Operating Expenses	-143,882.98

**Cayucos Sanitary District
CIP/CSWP Account
(Payments Only)
April 2022**

AGENDA ITEM: 3.B.1a

DATE: May 19, 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/06/2022	11515	Carmel & Naccasha, LLP	700.39
04/18/2022	11516	Water Systems Consulting, Inc.	3,256.19
04/27/2022	04272022	Western Alliance Bank - Series B	750,000.00
Total CIP Expenses			<u>\$753,956.58</u>

**Cayucos Sanitary District
General Checking - Wells Fargo
(Payments Only)
April 2022**

AGENDA ITEM: 3.B.1b

DATE: May 19, 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
Total Operating Expenses			\$0.00

Cayucos Sanitary District Cash, Savings and Investment Report April 2022

AGENDA ITEM: 3.B.2
DATE: May 19, 2022

Bank Accounts	Current Balance	
Mechanic's Bank Checking	\$429,706	
Wells Fargo Checking - new general	\$300,000	
Wells Fargo CIP	\$631,585	
Wells Fargo Savings (CFF)	\$214,083	
Mechanic's Bank - USDA	\$435,252	
Petty Cash	\$175	
LAIF	\$8,481	
Total	\$2,019,282	
Investments		
CalTrust	\$1,627,098	
Cetera Cash/MM	\$2,883	
Cetera Treasury/Securities	\$61,408	(Fixed Income)
Total	\$1,691,389	
Grand Total	\$3,710,671	
MCD Rabobank Deposit CD	\$25,000	Franchise Deposit on Hold

**Cayucos Sanitary District
FY 21/22 Financial Report
April 2022**

AGENDA ITEM: 3.B.3

DATE: May 19, 2022

	Current Month	YTD Actual Rev/Exp	YTD Budget	Approved Budget 21/22	% of Budget
Ordinary Income/Expense					
Income					
4000 · SEWER INCOME	264,579	2,638,635	2,550,958	3,061,150	86%
4100 · WILL SERVE INCOME	-	19,270	29,333	35,200	55%
4200 · RENTAL INCOME	2,869	2,869	32,333	38,800	7%
4300 · SOLID WASTE INCOME	11,540	74,102	74,667	89,600	83%
4400 · SLOCO TAX ASSESSMENTS	120,846	886,009	848,667	1,018,400	87%
4500 · SAVINGS INTEREST INCOME	7	48	83	100	48%
4600 · INVESTMENT INTEREST	1,442	9,355	15,417	18,500	51%
4700 · OTHER INCOME	-	2,299	3,833	4,600	50%
Total Income	<u>401,283</u>	<u>3,632,587</u>	<u>3,555,292</u>	<u>4,266,350</u>	<u>85%</u>
Expense					
5000 · PAYROLL EXPENSES					
5100 · ADMINISTRATIVE PAYROLL	43,732	303,571	292,417	350,900	87%
5200 · COLLECTIONS PAYROLL	16,753	124,501	162,875	195,450	64%
5300 · TREAT PAYROLL	28,435	203,725	166,875	200,250	102%
5400 · DIRECTOR PAYROLL	1,600	6,850	6,667	8,000	86%
5500 · VESTED PAYROLL BENEFITS	447	4,362	4,500	5,400	81%
5600 · ADMIN PAYROLL TAXES & BENEFITS	12,019	110,306	115,583	138,700	80%
5700 · COLL PAYROLL TAXES & BENEFITS	8,526	94,072	94,750	113,700	83%
5800 · TREAT PAYROLL TAXES & BENEFITS	5,688	65,160	61,250	73,500	89%
5900 · DIRECTOR PAYROLL TAXES & BENEFITS	122	524	417	500	105%
Total 5000 · PAYROLL EXPENSES	<u>117,322</u>	<u>913,070</u>	<u>905,333</u>	<u>1,086,400</u>	<u>84%</u>
6000 · OPERATING EXPENSES					
6050 · SPECIAL PROJECTS	-	-	10,833	13,000	0%
6100 · ADMIN OPERATING EXPENSES	23,032	1,026,172	1,093,500	1,312,200	78%
6500 · COLLECTIONS OPERATING EXPENSES	7,110	100,698	177,667	213,200	47%
7000 · TREATMENT OPERATING EXPENSES	23,772	489,748	1,198,583	1,438,300	34%
Total 6000 · OPERATING EXPENSES	<u>53,913</u>	<u>1,616,618</u>	<u>2,480,583</u>	<u>2,976,700</u>	<u>54%</u>
Total Expense	<u>171,235</u>	<u>2,529,689</u>	<u>3,385,917</u>	<u>4,063,100</u>	<u>62%</u>
Net Ordinary Income	<u>230,048</u>	<u>1,102,898</u>	<u>169,375</u>	<u>203,250</u>	
Net Income	<u><u>230,048</u></u>	<u><u>1,102,898</u></u>	<u><u>169,375</u></u>	<u><u>203,250</u></u>	

**Cayucos Sanitary District
Capital Improvement Projects Report
FY 21/22
April 2022**

AGENDA ITEM: <u>3.B.4</u>
DATE: <u>May 19, 2022</u>

	Current Month	YTD Actual Rev/Exp	Approved Budget 21/22 Amended Aug 19, 2021	Percent Used YTD
CAPITAL IMPROVEMENTS				
1601 - Sewer Main Replacements	0.00	0.00	25,000.00	0%
1601.02 - Chaney to LS #5	0.00	0.00	35,000.00	0%
1615 - Outfall Tie-In	0.00	4,365.52	45,000.00	10%
1616 - RWQCB Recycled Water Program	0.00	0.00	20,000.00	0%
1650 - WRRF Improvements				
1650.1 - Forklift	0.00	77,668.31	75,000.00	104%
Total 1600 CAPITAL IMPROVEMENTS	\$0.00	\$82,033.83	\$200,000.00	41%



AGENDA ITEM: 4.A
DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS
FROM: RICK KOON, DISTRICT MANAGER
SUBJECT: MONTHLY MANAGER’S REPORT: APRIL 2022
DATE: MAY 12, 2022

ADMINISTRATIVE:

- The District continues to adjust the COVID -19 protection protocols for all employees as required by Cal-OSHA, state and local directives.
- The Budget Committee met on May 10th to review the draft 2022/2023 fiscal year budget.
- The \$750,000 principal payment was made to the Western Alliance Bank Series B loan. This payment decreased the total interest due by \$184,000.
- Staff and WSC are compiling the final treatment plant punch list items for Cushman as the 1-year anniversary of completion approaches. This also includes the releases from the USDA of the performance bonds and final inspection.
- In order to comply with AB 361 the Board will need to pass another resolution at its June meeting to continue with remote meetings.

CAPITAL PROJECTS:

- The District continues to work on the recycled water plan and we have received preliminary guidance/comments from both the CCC and RWQCB staff.
- Longitude 123 is completing the final hookup of the cathodic protection system for the outfall.

OPERATIONS AND MAINTENANCE

April 2022

CIP:

- Replace 90' of rooted main on E Street
- Cathodic protection installed from LS 5 to outfall

Daily Operations of Note:

- Pump down, scrape, and bleach wet wells, test backup generators
- Wash bio basins, clean screw press
- Test all alarms at pump stations
- Exercise generators
- Target Solutions Training for SDRMA
- Pump out WRRF force main
- Mark 70 USAs
- Jet 3090 ft. of mainline
- Work on FY 22/23 budget
- Adjust pressure on screw press and begin nighttime wasting schedule
- UV handoff training with Duke Energy and REC Solar
- Host WateReuse meeting
- Flow meter calibration
- FKC optimization visit
- Clean check valves at LS 1, 2, and 4
- Refill all hypochlorite bottles in storage
- Replace cabinet battery at LS 3
- Vacuum out grit and debris from LS 3 wet well

WRRF Effluent

- 6,176,078 gallons

Call Outs:

- 4/16/22 JC – LS 3 power fail



AGENDA ITEM: 5

DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS

FROM: RICK KOON, DISTRICT MANAGER

DATE: MAY 12, 2022

SUBJECT: DISCUSSION AND CONSIDERATION TO APPOINT A DIRECTOR TO FILL THE VACANCY FOR DISTRICT 1 OF THE CAYUCOS SANITARY DISTRICT BOARD OF DIRECTORS, TO REVIEW COMMITTEE ASSIGNMENTS AND TO APPOINT A VICE PRESIDENT

DISCUSSION:

With the resignation of Vice President Chivens, the District should consider the reassignment of his committee assignments and Vice Presidency.

2022 Standing Committees:

- **Budget Committee:** Shirley Lyon & Hannah Miller
- **Finance Committee:** Robert Frank & Robert Enns
- **O&M Committee:** Dan Chivens & Shirley Lyon

2022 Ad-Hoc Committees:

- **Personnel Committee:** Hannah Miller & Robert Frank
- **WWTP (JPA) Committee:** Robert Enns & Shirley Lyon

RECOMMENDATION:

Staff recommends that the Board of Directors appoint a director to fill the vacancy for District 1 of the Cayucos Sanitary District Board of Directors, review committee assignments, and appoint a Vice President.



RECEIVED MAY 09 2022

CAYUCOS SANITARY DISTRICT

200 Ash Avenue
P.O. Box 333, Cayucos, California 93430-0333
www.cayucossd.org
805-995-3290

AGENDA ITEM: 5
DATE: May 19, 2022

APPLICATION FOR APPOINTMENT TO A VACANCY ON THE BOARD OF DIRECTORS

DISCLAIMER: In accordance with the California Voting Rights Act, the current Board vacancy may only be filled by a resident of Cayucos who resides within District 1 of the Cayucos Sanitary District Voting Districts. Please visit our website at <https://www.cayucossd.org/transition-to-district-based-elections> or call our office to confirm your eligibility.

If you are interested in serving on the Cayucos Sanitary District Board of Directors representing District 1, please complete this application and either upload it to the District's website or mail it to:

**Cayucos Sanitary District
Attn: Rick Koon, District Manager
P.O. Box 33
Cayucos, CA 93430**

The Cayucos Sanitary District Board of Directors has the option of appointing to fill a current vacancy on the Board and may choose to do so at the next regularly scheduled meeting. On that basis, you are encouraged to file your application at least 72 hours prior to the next regularly scheduled meeting and are encouraged to attend the meeting. Should it be determined that there are an insufficient number of interested persons or there is an issue with qualifications, the Board can extend the application filing period and defer action to any regularly scheduled or special meeting within the prescribed 60 days appointment period.

NAME: John H. Curti Date: May 10, 2022

RESIDENCE ADDRESS: 242 Cayucos Drive Cayucos
Number/Street City

MAILING ADDRESS: P.O. Box 846 Cayucos CA. 93430
Number/Street City State Zip Code

PHONE: (805) 550-1791 (mobile)

E-MAIL: curti.john@charter.net

Statement of Qualifications: (Briefly describe your qualifications and why you are interested in serving on the Board of Directors. You may attach a resume.)

My qualifications include more than 35 years' experience in investments and financial analysis
including working as an investment broker, business appraiser, a buy side and sell side equity
analyst, and as a portfolio manager managing small cap stocks. I believe my experience can
benefit the board moving forward as it works to create a long-term sustainable business
model to serve the citizens of Cayucos.

Certification:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Signature: *John H. Curti*

Date: May 10, 2022



PUBLIC NOTICE OF VACANCY AND PROVISIONAL APPOINTMENT

1. A vacancy in the membership of the Governing Board on the _____ District has occurred by reason of: _____ of _____ effective _____ (Name of Director).
2. The resignation was filed in the office of the San Luis Obispo County Elections Division of the County Clerk-Recorder's Office on _____.
3. _____ was appointed by the Governing Board on _____ to fill the above-named vacancy.
4. To challenge the appointment and order a special election, the following must be filed in the office of the San Luis Obispo County Elections Division of the County Clerk-Recorder's Office within 30 days from the date of the provisional appointment:
 - A. File a petition calling for a special election containing the valid signatures of at least 1 ½ percent of the number of registered voters of the district at the time of the last regular election for governing board members held within the Cayucos Sanitary District, or 25 registered voters of the district, whichever is greater, or
 - B. In districts with less than 2,000 registered voters, a petition shall be deemed to bear a sufficient number of signatures if signed by at least 5 percent of the number of registered voters of the district at the time of the last regular election of governing board members.

If a petition is not filed within the 30 day time frame, the provisional appointment shall become an effective appointment.

Governing Board of the Cayucos Sanitary District

Governing Board Secretary/Clerk

Date: _____



AGENDA ITEM: 6

DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS

FROM: RICK KOON, DISTRICT MANAGER

DATE: MAY 12, 2022

SUBJECT: DISCUSSION AND CONSIDERATION TO ADOPT CAYUCOS SANITARY DISTRICT RESOLUTION 2022-10 REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE NOVEMBER 8, 2022 GENERAL ELECTION

DISCUSSION:

Every even numbered year, two or three members of the District Board are up for reelection. This year three Board positions are up for reelection, with seats representing Districts 1, 2 and 4.

The benefit of consolidation allows the District to save on election ballot printing, notification mailings and vote tabulation costs. The District also requires the candidates to pay for their own printing and handling of their own statement of qualifications.

RECOMMENDATION:

Staff recommends that the Board adopt Cayucos Sanitary District Resolution 2022-10 requesting consolidation of its biennial election with the November 8, 2022 general election.

RESOLUTION 2022-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAYUCOS SANITARY DISTRICT REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE NOVEMBER 8, 2022 CONSOLIDATED GENERAL ELECTION

WHEREAS, pursuant to Elections Code Section 10500 et seq., an election is to be conducted on November 8, 2022 to fill offices on the Cayucos Sanitary District (“CSD”) Board of Directors; and

WHEREAS, pursuant to Elections Code §10555, said election may be consolidated with any other election, pursuant to Elections Code Section 10400 et seq.; and

WHEREAS, the CSD Board of Directors has determined that, based on cost and other factors, it should request that the San Luis Obispo County Board of Supervisors consolidate the CSD’s General District Election with any other election that may be held on the same day.

NOW, THEREFORE, the Board of Directors of the District **DOES HEREBY RESOLVE, DETERMINE AND ORDER:**

Section 1. The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of the CSD to be held on November 8, 2022, with all other San Luis Obispo County elections held on the same date. This request is made pursuant to Sections 10555 and 10400, et seq. of the California Elections Code.

Section 2. The Board of Directors agrees to reimburse the County of San Luis Obispo in full for the services performed relating to this election upon presentation of a bill to the District.

Section 3. The offices to be voted on are three (3) full term positions on the Board of Directors.

On motion of _____, seconded by _____,

The foregoing Resolution is hereby ADOPTED, SIGNED AND APPROVED at a meeting of said Board held on this 19th day of May, 2022, by the following vote, to wit:

- AYES:
- NAYS:
- ABSENT:
- ABSTAINING:

Rick Koon, District Manager
Cayucos Sanitary District

Robert B. Enns, President
Cayucos Sanitary District



AGENDA ITEM: 7

DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS

FROM: RICK KOON, DISTRICT MANAGER

DATE: MAY 13, 2022

SUBJECT: ADOPTION OF A RESOLUTION APPROVING THE SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT TO ESTABLISH AN INTEGRATED WASTE MANAGEMENT AUTHORITY FOR THE CITIES OF SAN LUIS OBISPO COUNTY, CALIFORNIA

DISCUSSION:

The Integrated Waste Management Authority (IWMA) is a Joint Powers Authority that has been comprised of the County of San Luis Obispo (County), seven cities (Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles, Pismo Beach, and San Luis Obispo) and numerous special districts (the Avila Beach, California Valley, Cambria, Ground Squirrel Hollow, Heritage Ranch, Los Osos, Nipomo, Oceano, San Miguel, Nipomo, San Simeon, and Templeton Community Services Districts, and the Cayucos Sanitary District). As has been discussed in previous staff reports related to compliance with SB 1383, the IWMA has taken the lead in assisting its member agencies with complying with the new law's requirements.

The IWMA has been governed by a First Amended Joint Powers Agreement (Amended JPA) entered into by the County and the seven cities. A separate Memorandum of Agreement (MOA) between the IWMA's member jurisdictions and the special districts in the County with activated solid waste powers, has governed the identified special districts' participation in the IWMA, including the Cayucos Sanitary District.

The IWMA had been historically governed by a thirteen-member Board of Directors consisting of the five County Supervisors, one elected representative from each of the seven cities, and one elected representative from the participating special districts. On August 10, 2021, the County Board of Supervisors held a hearing and voted to withdraw from the IWMA and implement an independent County solid waste compliance program. On September 14, 2021, the County Board of Supervisors passed a Resolution to formally notify the IWMA of its intent to withdraw on November 15, 2021.

On October 13, 2021, the IWMA Board of Directors approved as to form an amendment to the JPA that removed the County and enabled the Board of Directors to continue to meet and conduct the necessary business of the IWMA. In addition, the IWMA Board of Directors approved as to form an amendment to the MOA between the IWMA members and the special districts to ensure consistency with the amended JPA. These documents were previously presented to and approved by the Board of Directors. The IWMA MOA Amendment at that time was only designed to facilitate IWMA's ongoing functioning while other issues related to its existence and operations were sorted out.

A committee of staff from the IWMA and the remaining member agencies was formed to develop the additional amendments, which are now being presented to the Board of Directors for approval in the form of the new Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities of San Luis Obispo County, California (Second Amended JPA).

As noted, a separate MOA between the IWMA's member jurisdictions and the special districts (now referred to in the Second Amended JPA as "Authorized Districts") governed the special districts participation in the IWMA. Provisions have been included in the new Second Amended JPA addressing the special districts as Participating Agencies as signatories to the Agreement now instead, in order to avoid confusion created by the existence of two documents (the JPA and the MOA). As permitted by the Public Resources Code Section 40977, the Second Amended JPA includes one Authorized District to be included as a member in the IWMA for the purpose of representation on the IWMA Board of Directors.

The Second Amended JPA also includes the following revisions:

A new Section 7 has been added, entitled "Expressed Limitation of Powers." This Section explicitly limits the Authority's regulatory and ordinance power to State mandated legislation only. This Section provides that:

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and exercising such powers as are imposed by law in the exercise of regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible...

Section 15, "Withdrawal and Dissolution" now provides for a six (6) month notice to withdraw as opposed to the 30 days that had been in the original and Amended JPA.

The Second Amended JPA also includes new updated recitals to include historical context and key pieces of legislation adopted after the original JPA was approved. References to the County's withdrawal is also provided for context, and AB 431, AB 1826, and SB 1383 are identified as they expand the IWMA's scope of service. Also, Section 10.5. Quorum and Voting previously included a supermajority provision wherein any Board member could demand eight (8) affirmative votes on any item. This provision has been deleted.

RECOMMENDATION:

Given the role that IWMA is currently serving in working with its member agencies on compliance with SB 1383 and other State mandated solid waste requirements, staff recommends that the Board of Directors adopt a Resolution approving the Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities of San Luis Obispo County, California.

Attachments:

- Proposed Resolution
- Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority for the Cities of San Luis Obispo County, California

RESOLUTION NO. 2022-13

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAYUCOS
SANITARY DISTRICT ADOPTING THE SECOND AMENDED AND
RESTATED JOINT POWERS AGREEMENT TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY FOR THE CITIES
OF SAN LUIS OBISPO COUNTY, CALIFORNIA**

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

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

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA to include the Authorized Districts for representation on the IWMA Board (also known as the “First Amendment to the JPA”); and

WHEREAS, in or around April 13, 2022, the IWMA Board considered and approved amendments to the JPA Agreement (“Second Amended and Restated JPA”), including those reflecting the withdrawal of San Luis Obispo County from the IWMA, and directed IWMA staff to circulate it to Participating Agencies for approval (a true and correct copy of the Second Amended and Restated JPA is attached hereto as Exhibit A); and

WHEREAS, the Second Amended and Restated JPA shall amend the JPA and shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

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

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

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

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

PASSED, ADOPTED AND APPROVED by the Board of Directors of the Cayucos Sanitary District at a regularly scheduled Board Meeting held on May 19, 2022 by the following roll call vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Robert Enns, President

ATTEST:

Rick Koon, Secretary

Exhibit "A"
to Resolution No. 2022-13

JOINT POWERS AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.14 “IWMA” means the Authority as defined herein.

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

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

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

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

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

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

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

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

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

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

SECTION 2. Purpose.

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

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

SECTION 3. Creation of Authority.

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

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

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

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

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

SECTION 4. Inclusion of the Authorized Districts.

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

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

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

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

SECTION 5. Term.

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

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

SECTION 6. Powers.

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

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

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

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

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

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

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

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

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

SECTION 7. Expressed Limitation of Powers.

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

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

SECTION 8. Boundaries.

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

SECTION 9. Organization.

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

9.2 Participating Agencies.

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

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

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

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

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

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

9.4 Officers.

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

- a) Shall preside over all meetings of the Board.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President.
 - c) Shall be an ex-officio member of all committees.
 - d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be

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

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

9.6 Committees.

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

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

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

SECTION 10. Meetings of the Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. Joint Operating Fund and Contributions.

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

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

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

SECTION 12. Records and Accounts.

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

SECTION 13. Rates and Fees.

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

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

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

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

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

SECTION 14. Failure to Meet Waste Stream Requirements.

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

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

SECTION 15. Withdrawal and Dissolution.

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

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

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

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

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

SECTION 16. Amendments Including Termination.

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

SECTION 17. Filing with the Secretary of State.

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

SECTION 18. Notices.

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

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

SECTION 19. Successors and Assigns.

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

SECTION 20. Severability.

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

SECTION 21. Section Headings.

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

SECTION 22. Effective Date.

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

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

CAYUCOS SANITARY DISTRICT

By: _____
Chairperson

Date: _____

Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____

PARTICIPATING AGENCIES

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



AGENDA ITEM: 8

DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS

FROM: RICK KOON, DISTRICT MANAGER

DATE: MAY 12, 2022

SUBJECT: DISCUSSION AND CONSIDERATION TO ADOPT RESOLUTION 2022-11 ESTABLISHING CAYUCOS SANITARY DISTRICT'S FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT

DISCUSSION:

With the passage of Proposition 4 in 1979, annual limits were placed on state, school district, 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 attached 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 2022-11 establishing Cayucos Sanitary District's Fiscal Year 2022/23 Appropriations Limit.

RESOLUTION 2022-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAYUCOS SANITARY DISTRICT ESTABLISHING
THE APPROPRIATIONS LIMIT FOR THE FISCAL
YEAR ENDING JUNE 30, 2023**

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 2022-23 is hereby set at \$5,206,504.
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 19th day of May, 2022.

Ayes:

Nays:

Absent:

Abstain:

RESOLUTION NO. 2022-11
DATE: May 19, 2022

Robert Enns, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rick Koon
District Manager

Timothy J. Carmel
District Counsel

EXHIBIT A
to Resolution No. 2022-11

CAYUCOS SANITARY DISTRICT
Calculation of Proposition 4 Limit

2021-2022 appropriation limit	\$	<u>4,825,305</u>
2022-2023 factor (per capita cost of living increase x population increase)		x <u>1.079</u>
2022-2023 appropriation subject to limit	\$	<u>5,206,504</u>



AGENDA ITEM: 9

DATE: May 19, 2022

CAYUCOS SANITARY DISTRICT

TO: BOARD OF DIRECTORS

FROM: RICK KOON, DISTRICT MANAGER

DATE: MAY 12, 2021

**SUBJECT: DISCUSSION AND CONSIDERATION TO APPROVE FISCAL YEAR
2022/23 CAYUCOS SANITARY DISTRICT BUDGET:
A. OPERATING BUDGET
B. CIP BUDGET**

DISCUSSION:

Historically, each year in June the Board approves the next fiscal year's Operations and Capital Budgets. Now we need to approve the budget one month earlier because one of the conditions of the USDA loan is that the District must have its next fiscal year budget approved at least 30 days prior to the beginning of the next fiscal year.

On May 10th, the Budget Committee met to discuss the FY 22/23 Budget (meeting minutes attached to this packet as agenda item 3.A.2). Some points of discussion were:

- Sources of income
- Costs associated with the operation of the Treatment Plant based on one year in service
- The incorporation of USDA bi-annual loan payments as well as the Series B loan payments
- Staffing needs of the WRRF
- Setting of a COLA and standby pay increase
- The budgeting of capital projects to include the continuing Cayucos Sustainable Water Projects of line replacements, District land agricultural use, and creation of the 5-year Recycling Program as required by the regulatory agencies

RECOMMENDATION:

It is recommended that the Board Approve FY 2022/23 Cayucos Sanitary District Budget:

- A. Operating Budget
- B. CIP Budget



Cayucos Sanitary District

Proposed Budget Summary FY 22/23

AGENDA ITEM: 9

DATE: May 19, 2022

Income:

Sewer Income	\$ 3,176,150.00
Will Serve Income	\$ 88,200.00
Rental Income	\$ 42,600.00
Solid Waste Income	\$ 89,600.00
SLOCO Tax Assessments	\$ 1,072,200.00
Savings Interest Income	\$ 50.00
Investment Interest Income	\$ 8,500.00
Other Misc. Income	\$ 4,600.00

Category Total **\$ 4,481,900.00**

Payroll:

Admin Gross Wages Regular	\$ 390,800.00
Coll Gross Wages Regular	\$ 175,500.00
Treatment Gross Wages Regular	\$ 306,300.00
Director Payroll	\$ 8,000.00
Vested Payroll Benefits	\$ 5,700.00
Admin Payroll Taxes/Benefits	\$ 137,700.00
Coll Payroll Taxes/Benefits	\$ 118,200.00
Treatment Payroll Taxes/Benefits	\$ 124,400.00
Director Payroll Taxes	\$ 600.00

Category Total **\$ 1,267,200.00**

Operating Expenses:

Special Projects	\$ 13,000.00
Admin Operating Expenses	\$ 289,850.00
Collections Operating Expenses	\$ 223,250.00
Treatment Operating Expenses	\$ 461,500.00
Debt Service - Interest	\$ 635,000.00
Debt Service - Principal	\$ 1,042,500.00

Category Total **\$ 2,665,100.00**

Total Income **\$ 4,481,900.00**

Less Total Expenses **\$ 3,932,300.00**

Net Income **\$ 549,600.00**

Less Capital Improvement Projects Budget **\$ 225,000.00**

Final Net Income **\$ 324,600.00**

CAYUCOS SANITARY DISTRICT
Proposed Salary Schedule for FY 22/23

6% COLA

POSITION		MIN						LONGEVITY PAY		
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	*10 YEARS	*15 YEARS	*20 YEARS
		5%						2 1/2 %	2 1/2 %	2 1/2%
DISTRICT MANAGER (Full-Time)	Bi-Wkly	N/A	N/A	N/A	N/A	N/A	\$ 9,070.34	N/A	N/A	N/A
	Annual						\$ 235,828.80			
ADMINISTRATIVE ACCOUNTING MANAGER (Full-Time)	Hourly	\$ 32.73	\$ 34.37	\$ 36.09	\$ 37.89	\$ 39.78	\$ 41.77	\$ 42.81	\$ 43.88	\$ 44.98
	Bi-Wkly	\$ 2,618.40	\$ 2,749.60	\$ 2,887.20	\$ 3,031.20	\$ 3,182.40	\$ 3,341.60	\$ 3,424.80	\$ 3,510.42	\$ 3,598.18
	Annual	\$ 68,078.40	\$ 71,489.60	\$ 75,067.20	\$ 78,811.20	\$ 82,742.40	\$ 86,881.60	\$ 89,044.80	\$ 91,270.92	\$ 93,552.69
ADMINISTRATIVE SERVICES MANAGER (Full-Time)	Hourly	\$ 32.73	\$ 34.37	\$ 36.09	\$ 37.89	\$ 39.78	\$ 41.77	\$ 42.81	\$ 43.88	\$ 44.98
	Bi-Wkly	\$ 2,618.40	\$ 2,749.60	\$ 2,887.20	\$ 3,031.20	\$ 3,182.40	\$ 3,341.60	\$ 3,424.80	\$ 3,510.42	\$ 3,598.18
	Annual	\$ 68,078.40	\$ 71,489.60	\$ 75,067.20	\$ 78,811.20	\$ 82,742.40	\$ 86,881.60	\$ 89,044.80	\$ 91,270.92	\$ 93,552.69
COLLECTION WORKER TRAINEE (Full-Time)	Hourly	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.94	\$ 24.09	\$ 25.29	\$ 25.92	\$ 26.57	\$ 27.23
	Bi-Wkly	\$ 1,585.60	\$ 1,664.80	\$ 1,748.00	\$ 1,835.20	\$ 1,927.20	\$ 2,023.20	\$ 2,073.60	\$ 2,125.44	\$ 2,178.58
	Annual	\$ 41,225.60	\$ 43,284.80	\$ 45,448.00	\$ 47,715.20	\$ 50,107.20	\$ 52,603.20	\$ 53,913.60	\$ 55,261.44	\$ 56,642.98
COLLECTION WORKER I (Full-Time)	Hourly	\$ 22.64	\$ 23.77	\$ 24.96	\$ 26.21	\$ 27.52	\$ 28.90	\$ 29.62	\$ 30.36	\$ 31.12
	Bi-Wkly	\$ 1,811.20	\$ 1,901.60	\$ 1,996.80	\$ 2,096.80	\$ 2,201.60	\$ 2,312.00	\$ 2,369.60	\$ 2,428.84	\$ 2,489.56
	Annual	\$ 47,091.20	\$ 49,441.60	\$ 51,916.80	\$ 54,516.80	\$ 57,241.60	\$ 60,112.00	\$ 61,609.60	\$ 63,149.84	\$ 64,728.59
COLLECTION WORKER II (Full-Time)	Hourly	\$ 23.85	\$ 25.04	\$ 26.29	\$ 27.60	\$ 28.98	\$ 30.43	\$ 31.19	\$ 31.97	\$ 32.77
	Bi-Wkly	\$ 1,908.00	\$ 2,003.20	\$ 2,103.20	\$ 2,208.00	\$ 2,318.40	\$ 2,434.40	\$ 2,495.20	\$ 2,557.60	\$ 2,621.60
	Annual	\$ 49,608.00	\$ 52,083.20	\$ 54,683.20	\$ 57,408.00	\$ 60,278.40	\$ 63,294.40	\$ 64,875.20	\$ 66,497.60	\$ 68,161.60
LEAD WORKER II (Full-Time)	Hourly	\$ 32.01	\$ 33.61	\$ 35.29	\$ 37.05	\$ 38.90	\$ 40.85	\$ 41.87	\$ 42.92	\$ 43.99
	Bi-Wkly	\$ 2,560.80	\$ 2,688.80	\$ 2,823.20	\$ 2,964.00	\$ 3,112.00	\$ 3,268.00	\$ 3,349.60	\$ 3,433.34	\$ 3,519.17
	Annual	\$ 66,580.80	\$ 69,908.80	\$ 73,403.20	\$ 77,064.00	\$ 80,912.00	\$ 84,968.00	\$ 87,089.60	\$ 89,266.84	\$ 91,498.51
TREATMENT PLANT OPERATOR GRADE II (Full-Time)	Hourly	\$32.53	\$34.16	\$35.87	\$37.66	\$39.54	\$41.52	\$42.56	\$43.62	\$44.71
	Bi-Wkly	\$2,602.40	\$2,732.80	\$2,869.60	\$3,012.80	\$3,163.20	\$3,321.60	\$3,404.80	\$3,489.92	\$3,577.17
	Annual	\$67,662.40	\$71,052.80	\$74,609.60	\$78,332.80	\$82,243.20	\$86,361.60	\$88,524.80	\$90,737.92	\$93,006.37
TREATMENT PLANT OPERATOR GRADE III (Full-Time)	Hourly	\$37.20	\$39.06	\$41.01	\$43.06	\$45.21	\$47.47	\$48.66	\$49.88	\$51.12
	Bi-Wkly	\$2,976.00	\$3,124.80	\$3,280.80	\$3,444.80	\$3,616.80	\$3,797.60	\$3,892.80	\$3,990.12	\$4,089.87
	Annual	\$77,376.00	\$81,244.80	\$85,300.80	\$89,564.80	\$94,036.80	\$98,737.60	\$101,212.80	\$103,743.12	\$106,336.70
CHIEF PLANT OPERATOR (Full-Time)	Hourly	\$47.46	\$49.83	\$52.32	\$54.94	\$57.69	\$60.57	\$62.08	\$63.63	\$65.22
	Bi-Wkly	\$3,796.80	\$3,986.40	\$4,185.60	\$4,395.20	\$4,615.20	\$4,845.60	\$4,966.40	\$5,090.56	\$5,217.82
	Annual	\$98,716.80	\$103,646.40	\$108,825.60	\$114,275.20	\$119,995.20	\$125,985.60	\$129,126.40	\$132,354.56	\$135,663.42

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.



Cayucos Sanitary District

Proposed Capital Improvement Projects

FY 22/23

AGENDA ITEM: 9

DATE: May 19, 2022

Sewer Main Repairs

\$ 55,000.00

These are sewer mains that our camera has identified as in need of repair. These projects consist of multiple point repairs, offsets or other anomalies and are targeted to take advantage of economy of savings. The budgeted amount is intended to allow for two or three replacements.

WRRF Electric Vehicle

\$ 45,000.00

This purchase is for one new Electric Vehicle. The car will allow staff to transport lab samples to the testing facility each weekend and holiday, as well as running small errands without resorting to the use of personal transport.

Generator & Building Improvements

\$ 25,000.00

During times of electric instability, it is important for the main office to maintain connectivity. This project would allow for pouring of a concrete pad, installation of the generator, and landscaping replanting as appropriate.

CSWP Projects

Design of the Chaney to Toro Main Line Replacements

\$ 35,000.00

This project will look at replacing the two 12" VCP lines between Chaney and Toro Creek Road with a single larger PVC pipe to allow for temporary storage of sewage prior to Lift Station 5.

RWQCB/CCC Recycled Water Program

\$ 20,000.00

As part of the District's NPDES Permit, we are required to develop and implement this program to address maximizing the use of recycled water.

Vertical Turbine Effluent Pump

\$ 45,000.00

The installation of this new pump will allow the Treatment Plant to discharge a greater flow under high inflow events. The existing pump will be used as an emergency backup.

Total CIP Budget

\$ 225,000.00

RESOLUTION 2022-12**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAYUCOS SANITARY DISTRICT MAKING
FINDINGS IN ACCORDANCE WITH AB 361 AND GOVERNMENT
CODE SECTION 54953(e), AUTHORIZING REMOTE TELECONFERENCE MEETINGS
OF THE LEGISLATIVE BODIES OF THE CAYUCOS SANITARY DISTRICT**

WHEREAS, on March 4, 2020 Governor Newsom declared a State of Emergency in the State of California pursuant to Government Code Section 8625 as a result of the threat of the Coronavirus (COVID-19) pandemic; and

WHEREAS, subsequently, in March 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code section 54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by conditions as described in Government Code section 8558; and

WHEREAS, there has been a significant increase in COVID-19 cases in San Luis Obispo County due primarily to the Delta variant of SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, causes more severe illness, and that even fully vaccinated individuals can spread the virus to others; and

WHEREAS, the Board of Directors now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the Cayucos Sanitary District, as defined in the Brown Act, to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

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

1. The above recitals are true, correct and are incorporated herein by this reference.

2. In accordance with the requirements of Government Code Section 54953(e)(3), the Board of Directors of the Cayucos Sanitary District hereby finds and determines that it has reconsidered the circumstances of the State of Emergency and that the State of Emergency continues to exist and to directly impact the ability of the members to meet safely in person due to the COVID-19 pandemic, and its continued spread in San Luis Obispo County and Cayucos through the Delta and Omicron variants of SARS-CoV-2, which are both far more transmissible than prior variants of the virus, and that even fully vaccinated individuals can spread the virus to others, and therefore holding meetings in person would present imminent risks to the health or safety of attendees.
3. The District Manager and legislative bodies of the Cayucos Sanitary District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public remote teleconferencing meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.
4. This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days after its adoption, subject to being extended for an additional 30 day period by the Board of Directors adoption of a subsequent resolution in accordance with Government Code section 54953(e)(3) to further extend the time during which the legislative bodies of the Cayucos Sanitary District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code section 54953.

PASSED AND ADOPTED this 19th day of May, 2022.

Ayes:
Nays:
Absent:
Abstain:

Robert Enns, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rick Koon
District Manager

Timothy J. Carmel
District Counsel