

AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424
Meeting Room and Office – 100 San Luis Street, Avila Beach
Telephone (805) 595-2664 FAX (805) 595-7623
E-Mail avilacsd@gmail.com

REGULAR BOARD MEETING 1:00 PM Tuesday, August 9th, 2022

**PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER N-29-20, STAFF AND
PUBLIC MAY PARTICIPATE IN THIS MEETING VIA TELECONFERENCE AND/OR
ELECTRONICALLY.**

ZOOM MEETING: <https://us02web.zoom.us/j/4111787571>

Meeting ID: 411 178 7571

Password: No Password Required.

BY PHONE: 1-669-900-9128

1. CALL TO ORDER: 1:00 P.M.

2. ROLL CALL: Board Members:

Pete Kelley, President
Ara Najarian, Vice President
Lynn Helenius, Director
Kristin Berry, Director
Howie Kennett, Director

3. PUBLIC COMMENT

Members of the public wishing to comment or bring forward any items concerning District operations **which do not appear on today's agenda** may address the Board now. Please state name and address before addressing the Board and **limit presentations to 3 minutes**. State law does not allow Board action on items not appearing on the agenda.

4. INFORMATION AND DISCUSSION ITEMS

County Reports

1. SLO County Sheriff Department
2. CalFire/County Fire Department

Reports on Attended Conferences, Meetings, and General Communications of District Interest

5. CONSENT ITEMS:

These items are approved with one motion. Directors may briefly discuss any item, or may pull any item, which is then added to the business agenda.

- A. Minutes of June 14th, 2022, Board Meeting
- B. Monthly Financial Review for June and July 2022
- C. General Manager and District Engineer Report
- D. Water and Wastewater Superintendent Report for June & July 2022
- E. Consolidation of General Election
(Consider Adopting Resolution No. 2022-08 requesting the District's 2022 Biennial Election be consolidated with the November 8, 2022, San Luis Obispo County General Election)

6. DISCUSSION OF PULLED CONSENT ITEMS

At this time, items pulled for discussion from the Consent Agenda, if any, will be heard.

7. BUSINESS ITEMS: Items where Board action is called for.

- A. Public Hearing Relating to Solid Waste Franchise Rate Increase
(Actions Required: Open Public Hearing: Receive Comments and /or Protests; Close Public Hearing; Board Consideration of Adopting Resolution No. 2022-09, Updating Solid Waste Rates for Avila Beach CSD)
- B. Consider Adopting Ordinance No. 2022-01 Implementing the Requirements of Senate Bill 1383 Regarding Solid Waste Services by the Avila Beach Community Services District and Approve the Amendments to the Integrated Waste Management Authority (IWMA) Joint Powers Agreement (JPA)
(Action Required: Receive Staff Report, Receive Public Testimony on the Draft Ordinance, Waive Full Reading of the Ordinance, Consider Adoption of the Ordinance or Provide Other Direction to Staff and Approve the Amendments to the IWMA JPA by a Separate Motion)
- C. Consider Adopting Resolution No. 2022-10 Which Will Adopt the District's 2022 Water Conservation Program and rescind the 2016 Water Shortage Response and Management Plan
(Action Required: Receive Staff Report, Adopt Resolution No. 2022-10 or Provide Other Direction to Staff)

8. COMMUNICATIONS/ COORESPONDENCE

At this time, any Director, or Staff, may ask questions for clarification, make any announcements, or report briefly on any activities or suggest items for future agendas.

9. ADJOURN

The next regular meeting will be held on September 13th, 2022.

Any writing or document pertaining to an open session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the District Administration Office, 100 San Luis Street, Avila Beach, CA during normal business hours. Consistent with the Americans with Disabilities Act and California Government Code Section 54954.2 requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires the modification or accommodation in order to participate at the above referenced public meeting by contacting the District at 805-595-2664.

**MINUTES OF REGULAR MEETING
Avila Beach Community Services District
Tuesday, June 14th, 2022
1:00 P.M.**

ZOOM MEETING: 411 178 7571

Meeting ID: <https://us02web.zoom.us/j/4111787571>

BY PHONE: 1-669-900-9128

1. CALL TO ORDER

President Kelley called the meeting of the Board of Directors of the Avila Beach Community Services District, to order at 1:02 P.M. on the above date, in the Avila Beach Community Services District Building, 100 San Luis Street, Avila Beach, California.

2. ROLL CALL

Board Members Present via Zoom: None
Board Members Present in Person: Pete Kelley
Howie Kennett
Kristin Berry
Lynn Helenius

Board Members Absent: Ara Najarian

Staff Present: Brad Hagemann, General Manager and District Engineer
Kristi Dibbern, Office Manager

FRM Operations: Jeff Cedillos, FRM

Legal Counsel: Shannon DeNatale Boyd, Price Postal & Parma
Jeremy Stone, Price Postal & Parma

Ara Najarian joined the meeting via Zoom at 1:05PM.

3. PUBLIC COMMENTS

Todd Welty introduced himself from NVIRO. NVIRO is a water and wastewater treatment company who services California.

4. INFORMATION AND DISCUSSION ITEMS

A. County Reports

Sheriff's Report: No report.

Cal Fire: Battalion Chief Paul Lee reported 53 calls for service this month, 23 were medically related. Cal Fire also responded to a fatality at Pirate's Cove last month. Chief Lee reminded us that burn season is officially over for the year. Cal Fire will conduct a controlled burn in late fall near the Lighthouse area and The Pismo Preserve. Please abate the weeds and brush to better protect your home from fire. A five-foot radius around your house is the new suggested recommendations to keep fires away from your property. This includes furniture and firewood

B. Conferences, Meetings and General Communications.

5. CONSENT ITEMS

Director Berry made a motion to approve the Consent Items. The motion was seconded by Director Kennett and passed with a roll call vote 5-0.

AYES: Kristin Berry
Howie Kennett
Ara Najarian
Pete Kelley
Lynn Helenius
NOES: None
ABSENT: None

6. DISCUSSION OF PULLED CONSENT ITEMS: None

7. BUSINESS ITEMS:

A. SB 1383 Ordinance.

GM Hagemann summarized the Staff Report and explained to the Board and Public that SB 1383 requires solid waste agencies to adopt regulations to achieve organic waste disposal goals by 2025. The SLO IWMA hired a firm to develop this draft Ordinance for agencies to use. Most other agencies have adopted or are in the process of adopting this Ordinance. ABCSD applied for and received a low population density waiver from CalRecycle that limited some reporting requirements. However, the District must adopt this Ordinance to have a program that satisfies CalRecycle requirements. There was no public comment on the draft Ordinance. The Board directed staff to bring the Ordinance back for adoption at the August 9th Board meeting.

B. Notice of Public Hearing Regarding Proposed Solid Waste Rate Increase. GM Hagemann summarized the Staff Report noting that the State has adopted new regulations for management of organic solid waste. The burden and associated costs to implement the program falls on the solid waste collection and disposal agency, South County Sanitation Services (Waste Connections). Waste Connection GM Jeff Clarin provided a brief presentation and answered questions from the Board regarding the justification for the proposed rate increase. The motion was made by Director Berry to approve the Prop 218 Hearing Notice, authorized Waste Connections to mail the Hearing Notice to Avila Beach CSD service area customers of record and set the Hearing for the Rate Increase for August 9th, 2022, at the regular Board Meeting. The motion was seconded by Director Kennett and passed with a roll call vote 5-0.

AYES: Kristin Berry
Howie Kennett
Ara Najarian
Pete Kelley
Lynn Helenius
NOES: None
ABSENT: None

C. Water Shortage Response Plan. GM Hagemann summarized the Staff Report and Jeremy Stone, from the District's General Counsel's firm responded to questions from the Board and Public regarding the District's draft Water Conservation Program. After receiving input from the Board members and an opportunity for public comment, staff recommended the Board move forward with Avila Beach Water Conservation Program. The Board directed staff to publish a Public Hearing Notice and prepare a Resolution and final draft of the Water Conservation Program for Board consideration at the August 9th Board meeting.

D. General Manager Contract Review Renewal.

Board General Counsel Shannon DeNatale Boyd summarized her staff report and recommended the Board renew their contract with Hagemann & Associates for General Manager Services, unless they wanted to go in a different direction. The contract renewal is for two years, from August 3, 2022 through August 2, 2024, with an hourly increase from \$145.00 per hour to \$150.00 per hour. A motion was made by Director Helenius to approve the GM contract renewal. The motion was seconded by Director Berry and passed with a roll call vote 5-0.

AYES: Lynn Helenius
Kristin Berry
Howie Kennett
Ara Najarian
Pete Kelley

NOES: None

ABSENT: None

COMMUNICATIONS/CORRESPONDENCE.

None

ADJOURNMENT: The meeting was adjourned at 3:25 P.M.

The next regular meeting of the Avila Beach Community Services District is scheduled for Tuesday, August 9th, 2022, at 1:00 PM at 100 San Luis Street, Avila Beach.

These minutes are not official nor a permanent part of the records until approved by the Board of Directors at their next meeting.

Respectfully submitted,

Brad Hagemann, PE
General Manager

AVILA BEACH
COMMUNITY SERVICES DISTRICT
Post Office Box 309, Avila Beach, CA 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: August 9th, 2022

SUBJECT: Monthly Financial Review for June & July

Recommendation:

Receive and file report.

Overall Monthly Summary

During the month of June, the District deposited \$101,478.89 and incurred \$131,457.07 in expenses (cash basis). Income included \$10,549.23 in County tax income and \$80,432.87 in monthly water and sewer fees. Among the District's expenses were payments for the Wastewater Treatment Plant upgrade and SDRMA annual insurance premiums.

During the month of July, the District deposited \$141,411.93 and incurred \$101,325.07 in expenses (cash basis). Income included \$48,630.30 in County Taxes and \$102,433.02 in monthly water and sewer fees.

Detailed financial reports including a Balance Sheets, Deposits by Fund, Checks by Fund and Profit and Loss Sheets are provided for your information for the month of June & July.

Utility Service Billing

The District billed approximately \$79,668.88 in water and sewer service charges in June. Customer Rate Assistance reduced billing charges to the District in the amount of \$763.99.

In July, the District billed \$101,590.09 in water and sewer service charges. Customer Rate Assistance reduced billing charges in the amount of \$842.93.

Operation and Maintenance

The consolidated statement for June & July from FRM (Fluid Resource Management) is attached.

Avila Beach Community Services District
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1005 · Customer Cash	360.90
1008 · Petty Cash	45.48
1010 · Pacific Premier Checking	905,638.49
1050 · LAIF	3,888,836.11
1060 · US Bank MM WWTP	1,962,225.23
Total 1000 · Cash Summary	<u>6,757,106.21</u>
Total Checking/Savings	6,757,106.21
Accounts Receivable	
1200 · *Accounts Receivable	273,215.00
Total Accounts Receivable	273,215.00
Other Current Assets	
1250 · Receivables	
1255 · Interest Receivable	3,166.38
1270 · Taxes Receivable	30,262.80
1280 · Water & Sewer Billings	123,829.28
Total 1250 · Receivables	<u>157,258.46</u>
1400 · Prepaid Summary	
1410 · Prepaid Insurance	24,464.30
Total 1400 · Prepaid Summary	<u>24,464.30</u>
Total Other Current Assets	<u>181,722.76</u>
Total Current Assets	7,212,043.97
Fixed Assets	
1600 · Fixed Assets & Acc. Depr.	
1605 · Office Equipment	
1606 · Copier Samsung 2012	8,233.58
1609 · Office Equipment Accum Depr	-8,233.58
Total 1605 · Office Equipment	<u>0.00</u>

Avila Beach Community Services District
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
1610 · Fixed Asset -Office & Admin.	
1612 · Office Furniture cost	4,526.21
1614 · Office Furniture Accum Dep.	-4,526.21
	<hr/>
Total 1610 · Fixed Asset -Office & Ad...	0.00
1620 · Fixed Assets - Sanitary	
1622 · Land	60,314.10
1626 · Collection Assets	
1627 · Collection Assets Cost	1,318,875.26
1628 · Collect Assets Accum Depr	-593,752.02
	<hr/>
Total 1626 · Collection Assets	725,123.24
1630 · Disposal Equipment	
1631 · Disposal Equip Cost	611,174.66
1632 · Disposal Equip Accum Depr	-376,478.88
	<hr/>
Total 1630 · Disposal Equipment	234,695.78
1634 · Other Equipment	
1634a · Other Equipment Cost	6,973.40
	<hr/>
Total 1634 · Other Equipment	6,973.40
1635 · Treatment Plant	
1636 · Treatment Plant Original	105,000.00
1637 · Treatment Plant Addition	2,049,098.30
1638 · Treatment Plant Accum Dep	-1,318,518.37
	<hr/>
Total 1635 · Treatment Plant	835,579.93
1642 · Treatment Equipment	
1643 · Treatment Equip Cost	1,087,410.54
1644 · Treatment Equip Accum D...	-787,343.49
1642 · Treatment Equipment - Oth...	205,485.61
	<hr/>
Total 1642 · Treatment Equipment	505,552.66
Total 1620 · Fixed Assets - Sanitary	2,368,239.11
1650 · Fixed Assets - Water	
1652 · Equipment	
1653 · Equipment Cost	21,136.28
1654 · Equipment Accum Depr	-21,136.28
	<hr/>
Total 1652 · Equipment	0.00

Avila Beach Community Services District
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
1656 · Distribution Assets	
1657 · Distribution Assets Cost	1,270,572.25
1658 · Dist Assets Accum Depr	<u>-724,007.77</u>
Total 1656 · Distribution Assets	<u>546,564.48</u>
Total 1650 · Fixed Assets - Water	546,564.48
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	82,207.29
1682 · Gen / Fire Accum Dep	<u>-54,626.21</u>
Total 1680 · Structures - Fixed Asset	27,581.08
1690 · Construction in Progress	<u>599,761.81</u>
Total 1600 · Fixed Assets & Acc. Depr.	<u>3,542,146.48</u>
Total Fixed Assets	3,542,146.48
Other Assets	
1800 · Deferred Outflows of Resources	<u>26,376.00</u>
Total Other Assets	<u>26,376.00</u>
TOTAL ASSETS	<u><u>10,780,566.45</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	<u>189,519.83</u>
Total Accounts Payable	189,519.83
Other Current Liabilities	
2200 · Payroll Liabilities	
2201 · Accrued Payroll	2,095.00
2260 · Vacation Payable	2,661.92
2262 · Sick Pay Accrued	1,381.88
2250 · PERS Liability	<u>263.06</u>
Total 2200 · Payroll Liabilities	6,401.86

Avila Beach Community Services District
Balance Sheet
As of June 30, 2022

	<u>Jun 30, 22</u>
2300 · Deposits Held	
2303 · Water Deposits Held	6,430.00
Total 2300 · Deposits Held	<u>6,430.00</u>
Total Other Current Liabilities	<u>12,831.86</u>
Total Current Liabilities	202,351.69
Long Term Liabilities	
2400 · Net Pension Liability	136,917.00
2450 · U.S. Bank Loan WWTP	3,020,000.00
2500 · Deferred Inflows of Resources	5,752.00
Total Long Term Liabilities	<u>3,162,669.00</u>
Total Liabilities	3,365,020.69
Equity	
3900 · Retained Earnings	8,106,633.48
Net Income	-691,087.72
Total Equity	<u>7,415,545.76</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,780,566.45</u></u>

	<u>Jun 22</u>
Ordinary Income/Expense	
Income	
4000 · Income Summary	
4010 · Operating Revenue	80,432.87
4012 · Solid Waste Franchise Fee	3,924.40
4020 · Contract Services-Ambulance	1,110.69
4030 · County Taxes	10,549.23
4050 · Harbor Charges	
4052 · Front Street Lighting	264.00
4053 · WWTP O&M	20,123.00
	<hr/>
Total 4050 · Harbor Charges	20,387.00
	<hr/>
Total 4000 · Income Summary	116,404.19
	<hr/>
Total Income	116,404.19
	<hr/>
Gross Profit	116,404.19
	<hr/>
Expense	
5100 · Merchant Credit Card Fees	
5110 · Amex	10.00
5120 · Chase Paymentech	127.78
5140 · Invoice Cloud	334.39
	<hr/>
Total 5100 · Merchant Credit Card Fees	472.17
	<hr/>
5200 · Payroll Expenses	
5210 · Gross Wages	
5211 · Regular Pay	3,229.08
5012 · Holiday Pay	0.00
5014 · Sick Pay	238.56
5016 · Vacation Pay	340.80
	<hr/>
Total 5210 · Gross Wages	3,808.44
	<hr/>
5230 · Payroll Taxes	66.83
	<hr/>
5240 · Health & Medical Exp.	
5242 · Health Ins / Other	800.00
	<hr/>
Total 5240 · Health & Medical Exp.	800.00
	<hr/>
5250 · PERS Company Pd Expense	
5256 · PERS Co Pd Kristi	270.38
	<hr/>
Total 5250 · PERS Company Pd Expense	270.38

	<u>Jun 22</u>
5260 · Work Comp Insurance	854.49
5280 · Payroll Administration & Misc.	127.12
Total 5200 · Payroll Expenses	5,927.26
6000 · Administrative Overheads	
6102 · Accounting	1,455.00
6103 · Accounting Audit	300.00
6120 · Dues & Subscriptions	299.80
6135 · Legal	2,137.00
6140 · Office Supplies & Postage	
6142 · Postage & Shipping	174.36
6143 · Supplies, Office	117.74
Total 6140 · Office Supplies & Postage	292.10
6150 · Rate Assistance	763.99
6170 · Website	413.40
Total 6000 · Administrative Overheads	5,661.29
6500 · Operating Expenses	
6503 · Chemicals	2,272.13
6505 · Contract Labor O & M	22,364.54
6506 · Contract Labor GM	5,510.00
6507 · Contract Labor Civil Engineer	13,485.00
6510 · Critical Spare Parts	2,121.48
6520 · Equipment Repair & Maint.	
6522 · Equip. Rep. & Maint-Avila & HD	2,195.45
6524 · Equip. Rep. & Maint. Avila Only	5,089.24
Total 6520 · Equipment Repair & Maint.	7,284.69
6525 · Fat Oil & Grease (FOG)	27.50
6535 · Insurance P/L	1,795.37
6540 · Lab Tests	9,398.00
6542 · Maintenance	602.25
6550 · Operating Supplies	119.11
6555 · Permits & Fees	750.00
6570 · Safety Gear	780.70
6580 · Solids Handling	1,669.75

	<u>Jun 22</u>
6585 · Telephone / Internet	691.46
6590 · Utilities	4,396.56
Total 6500 · Operating Expenses	<u>73,268.54</u>
Total Expense	<u>85,329.26</u>
Net Ordinary Income	31,074.93
Other Income/Expense	
Other Income	
7200 · Non-Operating Income	
7220 · CIP Harbor	18,317.00
Total 7200 · Non-Operating Income	<u>18,317.00</u>
Total Other Income	18,317.00
Other Expense	
8200 · Non-Operating Expenses	
8230 · Capital Purchases in Prog Sani	
8245 · WWTP Improvement Project	
8245g · WWTP Cannon CM Services	9,849.75
8245d · WWTP Wallace Group Enginee...	15,397.80
8245e · WWTP Construction	2,800.00
Total 8245 · WWTP Improvement Project	<u>28,047.55</u>
Total 8230 · Capital Purchases in Prog Sani	<u>28,047.55</u>
Total 8200 · Non-Operating Expenses	<u>28,047.55</u>
Total Other Expense	<u>28,047.55</u>
Net Other Income	<u>-9,730.55</u>
Net Income	<u><u>21,344.38</u></u>

Avila Beach Com. City Services District
Checks by Fund w/Accounts
 June 2022

07/13/22

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	06/01/2022		Staples		6143 · Supplies, Office	117.74	117.74
Check	06/02/2022	EFT	GetStreamline.com / Di...	VOID: monthly ABCSD Streamline NC on ...	6170 · Website	0.00	117.74
Check	06/03/2022	EFT	Caltronics Business Sys...		6550 · Operating Sup...	88.22	205.96
Check	06/03/2022		Zoom		6120 · Dues & Subscri...	299.80	505.76
Check	06/03/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	15.55	521.31
Check	06/06/2022		American Express Disc...	Amex	5110 · Amex	10.00	531.31
Check	06/07/2022	3248	Coastline Cleaning Co.	Office Maintenance Inv. 3065 (May 2022)	6542 · Maintenance	165.00	696.31
Check	06/07/2022	3248	Coastline Cleaning Co.	Exterior Clean Up of Leaves, Sand and De...	6542 · Maintenance	25.00	721.31
Check	06/07/2022	3249	Nikki Engle Bookkeeping	5/25/22 Inv. 3083 Bookkeeping	6102 · Accounting	900.00	1,621.31
Check	06/07/2022		InvoiceCloud	Invoice Cloud merchant fees	5140 · Invoice Cloud	334.39	1,955.70
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	2.69	1,958.39
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.06	1,961.45
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.62	1,969.07
Check	06/09/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.53	1,976.60
Check	06/09/2022		U.S. Postal Service		6142 · Postage & Ship...	3.36	1,979.96
Check	06/10/2022		Cal Tec Computers	computer repairs	6524 · Equip. Rep. & M...	40.00	2,019.96
Check	06/10/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	2.99	2,022.95
Check	06/13/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.31	2,024.26
Check	06/14/2022	3251	Hagemann & Associates	Inv. 1186 May 8th - 21st, 2022 Contract La...	6506 · Contract Labor ...	1,885.00	3,909.26
Check	06/14/2022	3252	Hagemann & Associates	inv. 1187 May 22nd - June 4th, 2022 Contr...	6506 · Contract Labor ...	1,595.00	5,504.26
Check	06/14/2022	3253	Jarrett Gordon	Refund for Account #4450 Water Billing	1280 · Water & Sewer...	249.98	5,754.24
Check	06/14/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.09	5,755.33
Check	06/14/2022	EFT	Brezden Pest		6542 · Maintenance	65.00	5,820.33
Check	06/15/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.08	5,823.41
Check	06/15/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.02	5,824.43
Check	06/16/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.03	5,825.46
Check	06/17/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.67	5,829.13
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor June 5th - 18th, 2022 Inv. ...	6506 · Contract Labor ...	2,030.00	7,859.13
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.68	7,860.81
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.77	7,862.58
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.54	7,870.12
Check	06/24/2022	EFT	PG&E	Office - 100 San Luis St.	6590 · Utilities	158.64	8,028.76
Check	06/24/2022	EFT	Public Employees Retir...	Kristi 6/1 -6/15/22	2250 · PERS Liability	213.00	8,241.76
Check	06/24/2022	EFT	Public Employees Retir...	Kristi 6/1 -6/15/22	5256 · PERS Co Pd K...	32.35	8,274.11
Check	06/25/2022	EFT	Spectrum	Acct #. 8245100980033571	6585 · Telephone / Int...	229.95	8,504.06
Check	06/29/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	4.37	8,508.43
Check	06/29/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	61.78	8,570.21
Check	06/29/2022		GoDaddy.com	Website Hosting Fees	6170 · Website	413.40	8,983.61
Check	06/29/2022	3256	Nikki Engle Bookkeeping	Inv. 3103 6/15/22 Bookkeeping	6102 · Accounting	555.00	9,538.61
Check	06/29/2022	3257	Perez Gardening Service	Inv. 28150 6/15/22 Services June	6542 · Maintenance	47.25	9,585.86

Avila Beach Community Services District
Checks by Fund w/Accounts
 June 2022

07/13/22

Type	Date	Num	Name	Memo	Account	Amount	Balance	
Check	06/29/2022	3257	Perez Gardening Service	Inv 2552 6/9/22 Weed Abatement Avila Si...	6542 · Maintenance	300.00	9,885.86	
Check	06/29/2022	3259	Price, Postal & Parma L...	File. 24425-00001 Inv. 196172 6/22/22 (G...	6135 · Legal	481.00	10,366.86	
Check	06/29/2022	3260	SDRMA Work Comp	Invoice #71524 Member # 7017 Workers'...	5260 · Work Comp In...	854.49	11,221.35	
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	8,545.88	19,767.23	
Check	06/29/2022	3263	Fedak & Brown, LLP	FY 2022-23 Audit services during May 2022	6103 · Accounting Audit	300.00	20,067.23	
Check	06/29/2022	3264	Creative Technologies, l...	Inv. 7401 Run Date 6/8/22	6142 · Postage & Ship...	171.00	20,238.23	
Check	06/29/2022	3267	Fluid Resource Manage...	Fuel Surcharge	6505 · Contract Labor ...	187.92	20,426.15	
Total General / Admin							20,426.15	20,426.15
Lights								
Check	06/02/2022	EFT	PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	440.50	440.50	
Check	06/03/2022	EFT	PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	114.75	555.25	
Check	06/24/2022	EFT	PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	367.37	922.62	
Total Lights							922.62	922.62
Sanitary								
Check	06/01/2022	EFT	AT&T	acct # 805 595-9416 904 5	6585 · Telephone / Int...	187.71	187.71	
Check	06/01/2022	EFT	YSI	Acct. Number 4120-3104357 2 Yd Dumpster	6510 · Critical Spare ...	2,121.48	2,309.19	
Check	06/02/2022	EFT	South County Sanitary ...	Inv. BPI245577 5/27/22	6590 · Utilities	134.96	2,444.15	
Check	06/07/2022	3243	Brenntag Pacific, Inc.	Final Design Services WWTP	6503 · Chemicals	2,272.13	4,716.28	
Check	06/07/2022	3244	Yeh & Associates, Inc	Inv. 56393 Project # 0245-0012-0	8245d · WWTP Walla...	4,244.45	8,960.73	
Check	06/07/2022	3245	Wallace Group, Inc.	Statement: 5807 6/1/22	8245d · WWTP Walla...	11,153.35	20,114.08	
Check	06/07/2022	3246	Abalone Coast Analytic...	Solids Handling 6/1/22 Inv. 67903	6540 · Lab Tests	9,398.00	29,512.08	
Check	06/07/2022	3247	Speed's, Inc.	Inv. #983713 5/18/22	6580 · Solids Handling	1,669.75	31,181.83	
Check	06/14/2022	3250	USA Bluebook	Contract Labor Sani System	6570 · Safety Gear	710.09	31,891.92	
Check	06/14/2022	3251	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	3,045.00	34,936.92	
Check	06/14/2022	3252	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	3,625.00	38,561.92	
Check	06/15/2022	EFT	AT&T	acct # 287272916182	6585 · Telephone / Int...	23.50	38,585.42	
Check	06/21/2022	EFT	AT&T	acct # x 0885 Internet	6585 · Telephone / Int...	58.85	38,644.27	
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	4,060.00	42,704.27	
Check	06/24/2022	EFT	PG&E	Lift Station acct# 6338432238-2	6590 · Utilities	140.76	42,845.03	
Check	06/24/2022	EFT	PG&E	WWTP - 3rd & San Francisco St.	6590 · Utilities	2,817.46	45,662.49	
Check	06/29/2022	3255	Bunyon Bros. Tree Serv...	Tree trimming for WWTP Project	8245e · WWTP Const...	2,800.00	48,462.49	
Check	06/29/2022	3258	SLO CO Air Pollution C...	Permit Inv. #22166 Generator Permit	6555 · Permits & Fees	750.00	49,212.49	
Check	06/29/2022	3262	Cannon	MBR WWTP Project # 211211 Invoice: 80...	8245g · WWTP Cann...	9,849.75	59,062.24	
Check	06/29/2022	3265	USA Bluebook	Inv. #995668 5/31/22	6570 · Safety Gear	70.61	59,132.85	
Check	06/29/2022	3266	Wallace Group, Inc.	Inv. 56475 Project #: 0245-0013-0 6/27/22	6525 · Fat Oil & Greas...	27.50	59,160.35	
Check	06/29/2022	3267	Fluid Resource Manage...	May 2022 Ops. Sanitary Inv. F21893	6505 · Contract Labor ...	15,812.83	74,973.18	
Check	06/29/2022	3267	Fluid Resource Manage...	A21834 Supplies for WWTP	6550 · Operating Sup...	30.89	75,004.07	
Check	06/29/2022	3267	Fluid Resource Manage...	T21843	6505 · Contract Labor ...	1,068.72	76,072.79	

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Avila Beach Community Services District
 Checks by Fund w/Accounts
 June 2022

Type	Date	Num	Name	Memo	Account	Amount	Balance	
Check	06/29/2022	3267	Fluid Resource Manage...	W21594 SCADA Issues	6522 · Equip. Rep. & ...	1,663.16	77,735.95	
Check	06/29/2022	3267	Fluid Resource Manage...	W21614 Alarm Call Out 4/17/22	6522 · Equip. Rep. & ...	532.29	78,268.24	
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	8,545.88	86,814.12	
Check	06/30/2022	EFT	AT&T	acct # 805 595-9416 904 5	6585 · Telephone / Int...	191.45	87,005.57	
Check	06/30/2022	ADJ	BALANCE ADJUSTME...	CC BALANCE ADJ CCS	1280 · Water & Sewer...	400.13	87,405.70	
Total Sanitary							87,405.70	87,405.70
Water								
Check	06/14/2022	3251	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	725.00	725.00	
Check	06/14/2022	3252	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	870.00	1,595.00	
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	1,160.00	2,755.00	
Check	06/24/2022	EFT	PG&E	Water Tank Mixer - 1717 Cave Landing Rd.	6590 · Utilities	222.12	2,977.12	
Check	06/29/2022	3259	Price, Postel & Parma L...	Water Conservation Supply	6135 · Legal	1,656.00	4,633.12	
Check	06/29/2022	3267	Fluid Resource Manage...	May 2022 Ops. Water Inv. F21893	6505 · Contract Labor ...	5,295.07	9,928.19	
Check	06/29/2022	3267	Fluid Resource Manage...	W21728 Replace Hydrant and Sample	6524 · Equip. Rep. & M...	4,625.73	14,553.92	
Check	06/29/2022	3267	Fluid Resource Manage...	W21776 Leak on Sycamore	6524 · Equip. Rep. & M...	423.51	14,977.43	
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	7,325.04	22,302.47	
Check	06/30/2022	ADJ	BALANCE ADJUSTME...	CC BALANCE ADJ CCS	1280 · Water & Sewer...	400.13	22,702.60	
Total Water							22,702.60	22,702.60
TOTAL						131,457.07	131,457.07	

Avila Beach Community Services District
Checks by Fund w/Accounts
 June 2022

07/13/22

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	06/01/2022		Staples		6143 · Supplies, Office	117.74	117.74
Check	06/02/2022	EFT	GetStreamline.com / Di...	VOID: monthly ABCSD Streamline NC on ...	6170 · Website	0.00	117.74
Check	06/03/2022	EFT	Caltronics Business Sys...		6550 · Operating Sup...	88.22	205.96
Check	06/03/2022		Zoom		6120 · Dues & Subscri...	299.80	505.76
Check	06/03/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	15.55	521.31
Check	06/06/2022		American Express Disc...	Amex	5110 · Amex	10.00	531.31
Check	06/07/2022	3248	Coastline Cleaning Co.	Office Maintenance Inv. 3065 (May 2022)	6542 · Maintenance	165.00	696.31
Check	06/07/2022	3248	Coastline Cleaning Co.	Exterior Clean Up of Leaves, Sand and De...	6542 · Maintenance	25.00	721.31
Check	06/07/2022	3249	Nikki Engle Bookkeeping	5/25/22 Inv. 3083 Bookkeeping	6102 · Accounting	900.00	1,621.31
Check	06/07/2022		InvoiceCloud	Invoice Cloud merchant fees	5140 · Invoice Cloud	334.39	1,955.70
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	2.69	1,958.39
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.06	1,961.45
Check	06/08/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.62	1,969.07
Check	06/09/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.53	1,976.60
Check	06/09/2022		U.S. Postal Service		6142 · Postage & Ship...	3.36	1,979.96
Check	06/10/2022	EFT	Cal Tec Computers	computer repairs	6524 · Equip. Rep. & M...	40.00	2,019.96
Check	06/10/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	2.99	2,022.95
Check	06/13/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.31	2,024.26
Check	06/14/2022	3251	Hagemann & Associates	Inv. 1186 May 8th - 21st, 2022 Contract La...	6506 · Contract Labor ...	1,885.00	3,909.26
Check	06/14/2022	3252	Hagemann & Associates	inv. 1187 May 22nd - June 4th, 2022 Contr...	6506 · Contract Labor ...	1,595.00	5,504.26
Check	06/14/2022	3253	Jarrett Gordon	Refund for Account #4450 Water Billing	1280 · Water & Sewer...	249.98	5,754.24
Check	06/14/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.09	5,755.33
Check	06/14/2022	EFT	Brezden Pest		6542 · Maintenance	65.00	5,820.33
Check	06/15/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.08	5,823.41
Check	06/15/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.02	5,824.43
Check	06/16/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.03	5,825.46
Check	06/17/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	3.67	5,829.13
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor June 5th - 18th, 2022 Inv. ...	6506 · Contract Labor ...	2,030.00	7,859.13
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.68	7,860.81
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	1.77	7,862.58
Check	06/23/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	7.54	7,870.12
Check	06/24/2022	EFT	PG&E	Office - 100 San Luis St.	6590 · Utilities	158.64	8,028.76
Check	06/24/2022	EFT	Public Employees Retir...	Kristi 6/1 -6/15/22	2250 · PERS Liability	213.00	8,241.76
Check	06/24/2022	EFT	Public Employees Retir...	Kristi 6/1 -6/15/22	5256 · PERS Co Pd K...	32.35	8,274.11
Check	06/25/2022	EFT	Spectrum	Acct #: 8245100980033571	6585 · Telephone / Int...	229.95	8,504.06
Check	06/29/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	4.37	8,508.43
Check	06/29/2022		Paymentech	merchant cc fees	5120 · Chase Paymen...	61.78	8,570.21
Check	06/29/2022		GoDaddy.com	Website Hosting Fees	6170 · Website	413.40	8,983.61
Check	06/29/2022	3256	Nikki Engle Bookkeeping	Inv. 3103 6/15/22 Bookkeeping	6102 · Accounting	555.00	9,538.61
Check	06/29/2022	3257	Perez Gardening Service	Inv. 28150 6/15/22 Services June	6542 · Maintenance	47.25	9,585.86

Avila Beach Community Services District
 Checks by Fund w/Accounts
 June 2022

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	06/29/2022	3257	Perez Gardening Service	Inv 2552 6/9/22 Weed Abatement Avila Si...	6542 · Maintenance	300.00	9,885.86
Check	06/29/2022	3259	Price, Postel & Parma L...	File. 24425-00001 Inv. 196172 6/22/22 (G...	6135 · Legal	481.00	10,366.86
Check	06/29/2022	3260	SDRMA Work Comp	Invoice #71524 Member # 7017 Workers'...	5260 · Work Comp In...	854.49	11,221.35
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	8,545.88	19,767.23
Check	06/29/2022	3263	Fedak & Brown, LLP	FY 2022-23 Audit services during May 2022	6103 · Accounting Audit	300.00	20,067.23
Check	06/29/2022	3264	Creative Technologies, L...	Inv. 7401 Run Date 6/8/22	6142 · Postage & Ship...	171.00	20,238.23
Check	06/29/2022	3267	Fluid Resource Manage...	Fuel Surcharge	6505 · Contract Labor ...	187.92	20,426.15
Total General / Admin						20,426.15	20,426.15
Lights							
Check	06/02/2022	EFT	PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	440.50	440.50
Check	06/03/2022	EFT	PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	114.75	555.25
Check	06/24/2022	EFT	PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	367.37	922.62
Total Lights						922.62	922.62
Sanitary							
Check	06/01/2022	EFT	AT&T	acct # 805 595-9416 904 5	6585 · Telephone / Int...	187.71	187.71
Check	06/01/2022	EFT	YSI		6510 · Critical Spare ...	2,121.48	2,309.19
Check	06/02/2022	EFT	South County Sanitary ...	Acct. Number 4120-3104357 2 Yd Dumpster	6590 · Utilities	134.96	2,444.15
Check	06/07/2022	3243	Brenntag Pacific, Inc.	Inv. BPI245577 5/27/22	6503 · Chemicals	2,272.13	4,716.28
Check	06/07/2022	3244	Yeh & Associates, Inc	Final Design Services WWTP	8245d · WWTP Walla...	4,244.45	8,960.73
Check	06/07/2022	3245	Wallace Group, Inc.	Inv. 56393 Project # 0245-0012-0	8245d · WWTP Walla...	11,153.35	20,114.08
Check	06/07/2022	3246	Abalone Coast Analytic...	Statement: 5807 6/1/22	6540 · Lab Tests	9,398.00	29,512.08
Check	06/07/2022	3247	Speed's, Inc.	Solids Handling 6/1/22 Inv. 67903	6580 · Solids Handling	1,669.75	31,181.83
Check	06/07/2022	3250	USA Bluebook	Inv. #983713 5/18/22	6570 · Safety Gear	710.09	31,891.92
Check	06/14/2022	3251	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	3,045.00	34,936.92
Check	06/14/2022	3252	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	3,625.00	38,561.92
Check	06/15/2022	EFT	AT&T	acct # 287272916182	6585 · Telephone / Int...	23.50	38,585.42
Check	06/21/2022	EFT	AT&T	acct # x 0885 Internet	6585 · Telephone / Int...	58.85	38,644.27
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	4,060.00	42,704.27
Check	06/24/2022	EFT	PG&E	Lift Station acct# 6338432238-2	6590 · Utilities	140.76	42,845.03
Check	06/24/2022	EFT	PG&E	WWTP - 3rd & San Francisco St.	6590 · Utilities	2,817.46	45,662.49
Check	06/29/2022	3255	Buryon Bros. Tree Serv...	Tree trimming for WWTP Project	8245e · WWTP Const...	2,800.00	48,462.49
Check	06/29/2022	3258	SLO CO Air Pollution C...	Permit Inv. #22166 Generator Permit	6555 · Permits & Fees	750.00	49,212.49
Check	06/29/2022	3262	Cannon	MBR WWTP Project # 211211 Invoice: 80...	8245g · WWTP Cann...	9,849.75	59,062.24
Check	06/29/2022	3265	USA Bluebook	Inv. #995668 5/31/22	6570 · Safety Gear	70.61	59,132.85
Check	06/29/2022	3266	Wallace Group, Inc.	Inv. 56475 Project #: 0245-0013-0 6/27/22	6525 · Fat Oil & Greas...	27.50	59,160.35
Check	06/29/2022	3267	Fluid Resource Manage...	May 2022 Ops. Sanitary Inv. F21893	6505 · Contract Labor ...	15,812.83	74,973.18
Check	06/29/2022	3267	Fluid Resource Manage...	A21834 Supplies for WWTP	6550 · Operating Sup...	30.89	75,004.07
Check	06/29/2022	3267	Fluid Resource Manage...	T21843	6505 · Contract Labor ...	1,068.72	76,072.79

Avila Beach Community Services District
Checks by Fund w/Accounts
 June 2022

07/13/22

Type	Date	Num	Name	Memo	Account	Amount	Balance	
Check	06/29/2022	3267	Fluid Resource Manage...	W21594 SCADA Issues	6522 · Equip. Rep. & ...	1,663.16	77,735.95	
Check	06/29/2022	3267	Fluid Resource Manage...	W21614 Alarm Call Out 4/17/22	6522 · Equip. Rep. & ...	532.29	78,268.24	
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	8,545.88	86,814.12	
Check	06/30/2022	EFT	AT&T	acct # 805 595-9416 904 5	6585 · Telephone / Int...	191.45	87,005.57	
Check	06/30/2022	ADJ	BALANCE ADJUSTME...	CC BALANCE ADJ CCs	1280 · Water & Sewer...	400.13	87,405.70	
Total Sanitary							87,405.70	87,405.70
Water								
Check	06/14/2022	3251	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	725.00	725.00	
Check	06/14/2022	3252	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	870.00	1,595.00	
Check	06/22/2022	3254	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	1,160.00	2,755.00	
Check	06/24/2022	EFT	PG&E	Water Tank Mixer - 1717 Cave Landing Rd.	6590 · Utilities	222.12	2,977.12	
Check	06/29/2022	3259	Price, Postel & Parma L...	Water Conservation Supply	6135 · Legal	1,656.00	4,633.12	
Check	06/29/2022	3267	Fluid Resource Manage...	May 2022 Ops. Water Inv. F21893	6505 · Contract Labor ...	5,295.07	9,928.19	
Check	06/29/2022	3267	Fluid Resource Manage...	W21728 Replace Hydrant and Sample	6524 · Equip. Rep. & M...	4,625.73	14,553.92	
Check	06/29/2022	3267	Fluid Resource Manage...	W21776 Leak on Sycamore	6524 · Equip. Rep. & M...	423.51	14,977.43	
Check	06/29/2022	3261	SDRMA General Policy	Invoice #71953 Property/Liability Package ...	1410 · Prepaid Insura...	7,325.04	22,302.47	
Check	06/30/2022	ADJ	BALANCE ADJUSTME...	CC BALANCE ADJ CCs	1280 · Water & Sewer...	400.13	22,702.60	
Total Water							22,702.60	22,702.60
TOTAL						131,457.07	131,457.07	

Avila Beach Community Services District
Deposits by Fund
 June 2022

07/13/22

Type	Date	Memo	Split	Amount	Balance
General / Admin					
Deposit	06/06/2022	S L Ambulance Contract Services	1010 · Pacific Prem...	-1,110.69	-1,110.69
Deposit	06/06/2022	TCF FY 22 MAY ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-2,244.76	-3,355.45
Deposit	06/16/2022	F:0895 A:0760 - AVILA BEACH IMP # 1 - Gen . 70, Water .25,....	1010 · Pacific Prem...	-1,465.36	-4,820.81
Total General / Admin				-4,820.81	-4,820.81
Lights					
Deposit	06/06/2022	TCF FY 22 MAY ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-160.34	-160.34
Deposit	06/16/2022	F:0895 A:0760 - AVILA BEACH IMP # 1 - Gen . 70, Water .25,....	1010 · Pacific Prem...	-104.67	-265.01
Total Lights				-265.01	-265.01
Sanitary					
Deposit	06/03/2022	Sani Rec	1010 · Pacific Prem...	-110.59	-110.59
Deposit	06/03/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-110.59
Deposit	06/03/2022	Other 1	1010 · Pacific Prem...	0.00	-110.59
Deposit	06/03/2022	Other 2	1010 · Pacific Prem...	-153.75	-264.34
Deposit	06/04/2022	Sani Rec	1010 · Pacific Prem...	-2,491.24	-2,755.58
Deposit	06/04/2022	Rate Assistance	1010 · Pacific Prem...	13.77	-2,741.81
Deposit	06/04/2022	Other 1	1010 · Pacific Prem...	3,289.91	548.10
Deposit	06/04/2022	Other 2	1010 · Pacific Prem...	0.00	548.10
Deposit	06/05/2022	Sani Rec	1010 · Pacific Prem...	-45.53	502.57
Deposit	06/05/2022	Rate Assistance	1010 · Pacific Prem...	4.59	507.16
Deposit	06/05/2022	Other 1	1010 · Pacific Prem...	0.00	507.16
Deposit	06/05/2022	Other 2	1010 · Pacific Prem...	0.00	507.16
Deposit	06/06/2022	Sani Rec	1010 · Pacific Prem...	-1,017.89	-510.73
Deposit	06/06/2022	Rate Assistance	1010 · Pacific Prem...	7.28	-503.45
Deposit	06/06/2022	Other 1	1010 · Pacific Prem...	0.00	-503.45
Deposit	06/06/2022	Other 2	1010 · Pacific Prem...	27.75	-475.70
Deposit	06/06/2022	TCF FY 22 MAY ME - Waste	1010 · Pacific Prem...	-3,175.84	-3,651.54
Deposit	06/07/2022	Sani Rec	1010 · Pacific Prem...	-610.98	-4,262.52
Deposit	06/07/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-4,262.52
Deposit	06/07/2022	Other 1	1010 · Pacific Prem...	0.00	-4,262.52
Deposit	06/07/2022	Other 2	1010 · Pacific Prem...	4.55	-4,257.97
Deposit	06/08/2022	Sani Rec	1010 · Pacific Prem...	-566.46	-4,824.43
Deposit	06/08/2022	Rate Assistance	1010 · Pacific Prem...	14.56	-4,809.87

Avila Beach Community Services District
Deposits by Fund
June 2022

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/08/2022	Other 1	1010 · Pacific Prem...	0.00	-4,809.87
Deposit	06/08/2022	Other 2	1010 · Pacific Prem...	-44.46	-4,854.33
Deposit	06/09/2022	Sani Rec	1010 · Pacific Prem...	-182.55	-5,036.88
Deposit	06/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-5,036.88
Deposit	06/09/2022	Other 1	1010 · Pacific Prem...	0.00	-5,036.88
Deposit	06/09/2022	Other 2	1010 · Pacific Prem...	0.00	-5,036.88
Deposit	06/10/2022	Sani Rec	1010 · Pacific Prem...	-396.06	-5,432.94
Deposit	06/10/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-5,432.94
Deposit	06/10/2022	Other 1	1010 · Pacific Prem...	0.00	-5,432.94
Deposit	06/10/2022	Other 2	1010 · Pacific Prem...	-0.07	-5,433.01
Deposit	06/12/2022	Sani Rec	1010 · Pacific Prem...	-63.34	-5,496.35
Deposit	06/12/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-5,496.35
Deposit	06/12/2022	Other 1	1010 · Pacific Prem...	0.00	-5,496.35
Deposit	06/12/2022	Other 2	1010 · Pacific Prem...	0.00	-5,496.35
Deposit	06/13/2022	Sani Rec	1010 · Pacific Prem...	0.00	-5,496.35
Deposit	06/13/2022	Rate Assistance	1010 · Pacific Prem...	-128.66	-5,625.01
Deposit	06/13/2022	Other 1	1010 · Pacific Prem...	23.44	-5,601.57
Deposit	06/13/2022	Other 2	1010 · Pacific Prem...	0.00	-5,601.57
Deposit	06/14/2022	Sani Rec	1010 · Pacific Prem...	0.00	-5,601.57
Deposit	06/14/2022	Rate Assistance	1010 · Pacific Prem...	-492.87	-6,094.44
Deposit	06/14/2022	Other 1	1010 · Pacific Prem...	4.59	-6,089.85
Deposit	06/14/2022	Other 2	1010 · Pacific Prem...	0.00	-6,089.85
Deposit	06/15/2022	Sani Rec	1010 · Pacific Prem...	0.00	-6,089.85
Deposit	06/15/2022	Rate Assistance	1010 · Pacific Prem...	-186.06	-6,275.91
Deposit	06/15/2022	Other 1	1010 · Pacific Prem...	0.00	-6,275.91
Deposit	06/15/2022	Other 2	1010 · Pacific Prem...	0.00	-6,275.91
Deposit	06/16/2022	Sani Rec	1010 · Pacific Prem...	0.00	-6,275.91
Deposit	06/16/2022	Rate Assistance	1010 · Pacific Prem...	-122.72	-6,398.63
Deposit	06/16/2022	Other 1	1010 · Pacific Prem...	0.00	-6,398.63
Deposit	06/16/2022	Other 2	1010 · Pacific Prem...	0.00	-6,398.63
Deposit	06/16/2022	F:0895 A:0760 - CURR SECURED TAX	1010 · Pacific Prem...	-2,073.22	-8,471.85
Deposit	06/17/2022	Sani Rec	1010 · Pacific Prem...	-9,577.56	-18,049.41
Deposit	06/17/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-18,049.41
Deposit	06/17/2022	Other 1	1010 · Pacific Prem...	0.00	-18,049.41
Deposit	06/17/2022	Other 2	1010 · Pacific Prem...	0.00	-18,049.41
Deposit	06/18/2022	Sani Rec	1010 · Pacific Prem...	-2,061.49	-20,110.90

Avila Beach Community Services District
 Deposits by Fund
 June 2022

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/18/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-20,110.90
Deposit	06/18/2022	Other 1	1010 · Pacific Prem...	0.00	-20,110.90
Deposit	06/18/2022	Other 2	1010 · Pacific Prem...	0.00	-20,110.90
Deposit	06/19/2022	Sani Rec	1010 · Pacific Prem...	-186.99	-20,297.89
Deposit	06/19/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-20,297.89
Deposit	06/19/2022	Other 1	1010 · Pacific Prem...	0.00	-20,297.89
Deposit	06/19/2022	Other 2	1010 · Pacific Prem...	0.00	-20,297.89
Deposit	06/20/2022	Sani Rec	1010 · Pacific Prem...	-260.48	-20,558.37
Deposit	06/20/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-20,558.37
Deposit	06/20/2022	Other 1	1010 · Pacific Prem...	0.00	-20,558.37
Deposit	06/20/2022	Other 2	1010 · Pacific Prem...	0.00	-20,558.37
Deposit	06/21/2022	Sani Rec	1010 · Pacific Prem...	0.00	-20,558.37
Deposit	06/21/2022	Rate Assistance	1010 · Pacific Prem...	-8,073.44	-28,631.81
Deposit	06/21/2022	Other 1	1010 · Pacific Prem...	141.06	-28,490.75
Deposit	06/21/2022	Other 2	1010 · Pacific Prem...	24.05	-28,466.70
Deposit	06/22/2022	Sani Rec	1010 · Pacific Prem...	430.07	-28,036.63
Deposit	06/22/2022	Rate Assistance	1010 · Pacific Prem...	-462.45	-28,499.08
Deposit	06/22/2022	Other 1	1010 · Pacific Prem...	0.00	-28,499.08
Deposit	06/22/2022	Other 2	1010 · Pacific Prem...	0.00	-28,499.08
Deposit	06/23/2022	Sani Rec	1010 · Pacific Prem...	0.00	-28,499.08
Deposit	06/23/2022	Rate Assistance	1010 · Pacific Prem...	-2,462.99	-30,962.07
Deposit	06/23/2022	Other 1	1010 · Pacific Prem...	29.93	-30,932.14
Deposit	06/23/2022	Other 2	1010 · Pacific Prem...	0.00	-30,932.14
Deposit	06/23/2022	Sani Rec	1010 · Pacific Prem...	0.00	-30,932.14
Deposit	06/24/2022	Rate Assistance	1010 · Pacific Prem...	-170.65	-31,102.79
Deposit	06/24/2022	Other 1	1010 · Pacific Prem...	22.25	-31,080.54
Deposit	06/24/2022	Other 2	1010 · Pacific Prem...	0.00	-31,080.54
Deposit	06/25/2022	Sani Rec	1010 · Pacific Prem...	-10.09	-31,090.63
Deposit	06/25/2022	Rate Assistance	1010 · Pacific Prem...	-14,602.07	-45,692.70
Deposit	06/25/2022	Other 1	1010 · Pacific Prem...	71.72	-45,620.98
Deposit	06/25/2022	Other 2	1010 · Pacific Prem...	0.00	-45,620.98
Deposit	06/27/2022	Sani Rec	1010 · Pacific Prem...	0.00	-45,620.98
Deposit	06/27/2022	Rate Assistance	1010 · Pacific Prem...	-36.42	-45,657.40
Deposit	06/27/2022	Other 1	1010 · Pacific Prem...	0.00	-45,657.40
Deposit	06/27/2022	Other 2	1010 · Pacific Prem...	0.00	-45,657.40
Deposit	06/28/2022	Sani Rec	1010 · Pacific Prem...	-1,395.30	-47,052.70

**Avila Beach Community Services District
Deposits by Fund
June 2022**

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/28/2022	Rate Assistance	1010 · Pacific Prem...	11.08	-47,041.62
Deposit	06/28/2022	Other 1	1010 · Pacific Prem...	0.00	-47,041.62
Deposit	06/28/2022	Other 2	1010 · Pacific Prem...	63.23	-46,978.39
Deposit	06/29/2022	Sani Rec	1010 · Pacific Prem...	-470.30	-47,448.69
Deposit	06/29/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-47,444.10
Deposit	06/29/2022	Other 1	1010 · Pacific Prem...	0.00	-47,444.10
Deposit	06/29/2022	Other 2	1010 · Pacific Prem...	0.00	-47,444.10
Deposit	06/30/2022	Sani Rec	1010 · Pacific Prem...	-1,553.87	-48,997.97
Deposit	06/30/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-48,993.38
Deposit	06/30/2022	Other 1	1010 · Pacific Prem...	0.00	-48,993.38
Deposit	06/30/2022	Other 2	1010 · Pacific Prem...	0.00	-48,993.38
Total Sanitary				-48,993.38	-48,993.38
Solid Waste					
Deposit	06/06/2022	Waste Connections Franchise Fee SW	1010 · Pacific Prem...	-1,220.91	-1,220.91
Deposit	06/16/2022	Waste Connections Franchise Fee SW	1010 · Pacific Prem...	-2,703.49	-3,924.40
Total Solid Waste				-3,924.40	-3,924.40
Water					
Deposit	06/03/2022	Water Rec	1010 · Pacific Prem...	-236.07	-236.07
Deposit	06/03/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-236.07
Deposit	06/03/2022	Other 1	1010 · Pacific Prem...	0.00	-236.07
Deposit	06/03/2022	Other 2	1010 · Pacific Prem...	0.00	-236.07
Deposit	06/04/2022	Water Rec	1010 · Pacific Prem...	-2,542.35	-2,778.42
Deposit	06/04/2022	Rate Assistance	1010 · Pacific Prem...	31.17	-2,747.25
Deposit	06/04/2022	Other 1	1010 · Pacific Prem...	0.00	-2,747.25
Deposit	06/04/2022	Other 2	1010 · Pacific Prem...	0.00	-2,747.25
Deposit	06/05/2022	Water Rec	1010 · Pacific Prem...	-103.86	-2,851.11
Deposit	06/05/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-2,840.72
Deposit	06/05/2022	Other 1	1010 · Pacific Prem...	0.00	-2,840.72
Deposit	06/05/2022	Other 2	1010 · Pacific Prem...	0.00	-2,840.72
Deposit	06/06/2022	Water Rec	1010 · Pacific Prem...	-1,368.51	-4,209.23
Deposit	06/06/2022	Rate Assistance	1010 · Pacific Prem...	11.20	-4,198.03
Deposit	06/06/2022	Other 1	1010 · Pacific Prem...	0.00	-4,198.03
Deposit	06/06/2022	Other 2	1010 · Pacific Prem...	0.00	-4,198.03

Avila Beach Comm. ty Services District
Deposits by Fund
June 2022

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/06/2022	TCF FY 22 MAY ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-801.70	-4,999.73
Deposit	06/07/2022	Water Rec	1010 · Pacific Prem...	-687.23	-5,686.96
Deposit	06/07/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-5,686.96
Deposit	06/07/2022	Other 1	1010 · Pacific Prem...	0.00	-5,686.96
Deposit	06/07/2022	Other 2	1010 · Pacific Prem...	0.00	-5,686.96
Deposit	06/08/2022	Water Rec	1010 · Pacific Prem...	-604.75	-6,291.71
Deposit	06/08/2022	Rate Assistance	1010 · Pacific Prem...	22.40	-6,269.31
Deposit	06/08/2022	Other 1	1010 · Pacific Prem...	0.00	-6,269.31
Deposit	06/08/2022	Other 2	1010 · Pacific Prem...	0.00	-6,269.31
Deposit	06/09/2022	Water Rec	1010 · Pacific Prem...	-236.07	-6,505.38
Deposit	06/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-6,505.38
Deposit	06/09/2022	Other 1	1010 · Pacific Prem...	0.00	-6,505.38
Deposit	06/09/2022	Other 2	1010 · Pacific Prem...	0.00	-6,505.38
Deposit	06/10/2022	Water Rec	1010 · Pacific Prem...	-426.63	-6,932.01
Deposit	06/10/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-6,932.01
Deposit	06/10/2022	Other 1	1010 · Pacific Prem...	0.00	-6,932.01
Deposit	06/10/2022	Other 2	1010 · Pacific Prem...	0.00	-6,932.01
Deposit	06/12/2022	Water Rec	1010 · Pacific Prem...	-64.08	-6,996.09
Deposit	06/12/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-6,996.09
Deposit	06/12/2022	Other 1	1010 · Pacific Prem...	0.00	-6,996.09
Deposit	06/12/2022	Other 2	1010 · Pacific Prem...	0.00	-6,996.09
Deposit	06/13/2022	Water Rec	1010 · Pacific Prem...	-35.41	-7,031.50
Deposit	06/13/2022	Rate Assistance	1010 · Pacific Prem...	20.63	-7,010.87
Deposit	06/13/2022	Other 1	1010 · Pacific Prem...	0.00	-7,010.87
Deposit	06/13/2022	Other 2	1010 · Pacific Prem...	0.00	-7,010.87
Deposit	06/14/2022	Water Rec	1010 · Pacific Prem...	-577.17	-7,588.04
Deposit	06/14/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-7,577.65
Deposit	06/14/2022	Other 1	1010 · Pacific Prem...	0.00	-7,577.65
Deposit	06/14/2022	Other 2	1010 · Pacific Prem...	0.00	-7,577.65
Deposit	06/15/2022	Water Rec	1010 · Pacific Prem...	-340.91	-7,918.56
Deposit	06/15/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-7,918.56
Deposit	06/15/2022	Other 1	1010 · Pacific Prem...	0.00	-7,918.56
Deposit	06/15/2022	Other 2	1010 · Pacific Prem...	0.00	-7,918.56
Deposit	06/16/2022	Water Rec	1010 · Pacific Prem...	-171.99	-8,090.55
Deposit	06/16/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-8,090.55
Deposit	06/16/2022	Other 1	1010 · Pacific Prem...	0.00	-8,090.55

**Avila Beach Community Services District
Deposits by Fund
June 2022**

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/16/2022	Other 2	1010 · Pacific Prem...	0.00	-8,090.55
Deposit	06/16/2022	F:0895 A:0760 - AVILA BEACH IMP # 1 - Gen . 70, Water .25,...	1010 · Pacific Prem...	-523.34	-8,613.89
Deposit	06/17/2022	Water Rec	1010 · Pacific Prem...	-3,023.31	-11,637.20
Deposit	06/17/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-11,637.20
Deposit	06/17/2022	Other 1	1010 · Pacific Prem...	0.00	-11,637.20
Deposit	06/17/2022	Other 2	1010 · Pacific Prem...	0.00	-11,637.20
Deposit	06/18/2022	Water Rec	1010 · Pacific Prem...	-1,841.97	-13,479.17
Deposit	06/18/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-13,479.17
Deposit	06/18/2022	Other 1	1010 · Pacific Prem...	0.00	-13,479.17
Deposit	06/18/2022	Other 2	1010 · Pacific Prem...	0.00	-13,479.17
Deposit	06/19/2022	Water Rec	1010 · Pacific Prem...	-247.13	-13,726.30
Deposit	06/19/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-13,726.30
Deposit	06/19/2022	Other 1	1010 · Pacific Prem...	0.00	-13,726.30
Deposit	06/19/2022	Other 2	1010 · Pacific Prem...	0.00	-13,726.30
Deposit	06/20/2022	Water Rec	1010 · Pacific Prem...	-575.97	-14,302.27
Deposit	06/20/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-14,302.27
Deposit	06/20/2022	Other 1	1010 · Pacific Prem...	0.00	-14,302.27
Deposit	06/20/2022	Other 2	1010 · Pacific Prem...	0.00	-14,302.27
Deposit	06/21/2022	Water Rec	1010 · Pacific Prem...	-10,007.90	-24,310.17
Deposit	06/21/2022	Rate Assistance	1010 · Pacific Prem...	251.61	-24,058.56
Deposit	06/21/2022	Other 1	1010 · Pacific Prem...	0.00	-24,058.56
Deposit	06/21/2022	Other 2	1010 · Pacific Prem...	0.00	-24,058.56
Deposit	06/22/2022	Water Rec	1010 · Pacific Prem...	-396.84	-24,455.40
Deposit	06/22/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-24,455.40
Deposit	06/22/2022	Other 1	1010 · Pacific Prem...	0.00	-24,455.40
Deposit	06/22/2022	Other 2	1010 · Pacific Prem...	0.00	-24,455.40
Deposit	06/23/2022	Water Rec	1010 · Pacific Prem...	-2,688.54	-27,143.94
Deposit	06/23/2022	Rate Assistance	1010 · Pacific Prem...	36.03	-27,107.91
Deposit	06/23/2022	Other 1	1010 · Pacific Prem...	0.00	-27,107.91
Deposit	06/23/2022	Other 2	1010 · Pacific Prem...	0.00	-27,107.91
Deposit	06/24/2022	Water Rec	1010 · Pacific Prem...	-232.02	-27,339.93
Deposit	06/24/2022	Rate Assistance	1010 · Pacific Prem...	24.83	-27,315.10
Deposit	06/24/2022	Other 1	1010 · Pacific Prem...	0.00	-27,315.10
Deposit	06/24/2022	Other 2	1010 · Pacific Prem...	0.00	-27,315.10
Deposit	06/25/2022	Water Rec	1010 · Pacific Prem...	-14,496.12	-41,811.22
Deposit	06/25/2022	Rate Assistance	1010 · Pacific Prem...	93.65	-41,717.57

Avila Beach Community Services District
 Deposits by Fund
 June 2022

07/13/22

Type	Date	Memo	Split	Amount	Balance
Deposit	06/25/2022	Other 1	1010 · Pacific Prem...	0.00	-41,717.57
Deposit	06/25/2022	Other 2	1010 · Pacific Prem...	0.00	-41,717.57
Deposit	06/27/2022	Water Rec	1010 · Pacific Prem...	-55.98	-41,773.55
Deposit	06/27/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-41,773.55
Deposit	06/27/2022	Other 1	1010 · Pacific Prem...	0.00	-41,773.55
Deposit	06/27/2022	Other 2	1010 · Pacific Prem...	0.00	-41,773.55
Deposit	06/28/2022	Water Rec	1010 · Pacific Prem...	-805.16	-42,578.71
Deposit	06/28/2022	Rate Assistance	1010 · Pacific Prem...	30.36	-42,548.35
Deposit	06/28/2022	Other 1	1010 · Pacific Prem...	0.00	-42,548.35
Deposit	06/28/2022	Other 2	1010 · Pacific Prem...	0.00	-42,548.35
Deposit	06/29/2022	Water Rec	1010 · Pacific Prem...	-540.48	-43,088.83
Deposit	06/29/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-43,078.44
Deposit	06/29/2022	Other 1	1010 · Pacific Prem...	0.00	-43,078.44
Deposit	06/29/2022	Other 2	1010 · Pacific Prem...	0.00	-43,078.44
Deposit	06/30/2022	Water Rec	1010 · Pacific Prem...	-407.24	-43,485.68
Deposit	06/30/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-43,475.29
Deposit	06/30/2022	Other 1	1010 · Pacific Prem...	0.00	-43,475.29
Deposit	06/30/2022	Other 2	1010 · Pacific Prem...	0.00	-43,475.29
Total Water				-43,475.29	-43,475.29
TOTAL				-101,478.89	-101,478.89

Avila Beach Community Services District
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1005 · Customer Cash	788.32
1008 · Petty Cash	45.48
1010 · Pacific Premier Checking	939,997.35
1050 · LAIF	3,891,898.20
1060 · US Bank MM WWTP	1,695,273.34
	<hr/>
Total 1000 · Cash Summary	6,528,002.69
	<hr/>
Total Checking/Savings	6,528,002.69
Accounts Receivable	
1200 · *Accounts Receivable	273,215.00
	<hr/>
Total Accounts Receivable	273,215.00
Other Current Assets	
1250 · Receivables	
1255 · Interest Receivable	3,166.38
1270 · Taxes Receivable	30,262.80
1280 · Water & Sewer Billings	134,569.32
	<hr/>
Total 1250 · Receivables	167,998.50
1400 · Prepaid Summary	
1410 · Prepaid Insurance	22,429.64
	<hr/>
Total 1400 · Prepaid Summary	22,429.64
	<hr/>
Total Other Current Assets	190,428.14
	<hr/>
Total Current Assets	6,991,645.83
Fixed Assets	
1600 · Fixed Assets & Acc. Depr.	
1605 · Office Equipment	
1606 · Copier Samsung 2012	8,233.58
1609 · Office Equipment Accum Depr	-8,233.58
	<hr/>
Total 1605 · Office Equipment	0.00

Avila Beach Community Services District
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
1610 · Fixed Asset -Office & Admin.	
1612 · Office Furniture cost	4,526.21
1614 · Office Furniture Accum Dep.	-4,526.21
	<hr/>
Total 1610 · Fixed Asset -Office & Ad...	0.00
1620 · Fixed Assets - Sanitary	
1622 · Land	60,314.10
1626 · Collection Assets	
1627 · Collection Assets Cost	1,318,875.26
1628 · Collect Assets Accum Depr	-593,752.02
	<hr/>
Total 1626 · Collection Assets	725,123.24
1630 · Disposal Equipment	
1631 · Disposal Equip Cost	611,174.66
1632 · Disposal Equip Accum Depr	-376,478.88
	<hr/>
Total 1630 · Disposal Equipment	234,695.78
1634 · Other Equipment	
1634a · Other Equipment Cost	6,973.40
	<hr/>
Total 1634 · Other Equipment	6,973.40
1635 · Treatment Plant	
1636 · Treatment Plant Original	105,000.00
1637 · Treatment Plant Addition	2,049,098.30
1638 · Treatment Plant Accum Dep	-1,318,518.37
	<hr/>
Total 1635 · Treatment Plant	835,579.93
1642 · Treatment Equipment	
1643 · Treatment Equip Cost	1,087,410.54
1644 · Treatment Equip Accum D...	-787,343.49
1642 · Treatment Equipment - Oth...	205,485.61
	<hr/>
Total 1642 · Treatment Equipment	505,552.66
Total 1620 · Fixed Assets - Sanitary	2,368,239.11
1650 · Fixed Assets - Water	
1652 · Equipment	
1653 · Equipment Cost	21,136.28
1654 · Equipment Accum Depr	-21,136.28
	<hr/>
Total 1652 · Equipment	0.00

Avila Beach Community Services District
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
1656 · Distribution Assets	
1657 · Distribution Assets Cost	1,270,572.25
1658 · Dist Assets Accum Depr	<u>-724,007.77</u>
Total 1656 · Distribution Assets	<u>546,564.48</u>
Total 1650 · Fixed Assets - Water	546,564.48
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	82,207.29
1682 · Gen / Fire Accum Dep	<u>-54,626.21</u>
Total 1680 · Structures - Fixed Asset	27,581.08
1690 · Construction in Progress	<u>599,761.81</u>
Total 1600 · Fixed Assets & Acc. Depr.	<u>3,542,146.48</u>
Total Fixed Assets	3,542,146.48
Other Assets	
1800 · Deferred Outflows of Resources	<u>26,376.00</u>
Total Other Assets	<u>26,376.00</u>
TOTAL ASSETS	<u><u>10,560,168.31</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	<u>189,519.83</u>
Total Accounts Payable	189,519.83
Other Current Liabilities	
2200 · Payroll Liabilities	
2201 · Accrued Payroll	2,095.00
2260 · Vacation Payable	2,661.92
2262 · Sick Pay Accrued	<u>1,381.88</u>
Total 2200 · Payroll Liabilities	6,138.80

Avila Beach Community Services District
Balance Sheet
As of July 31, 2022

	<u>Jul 31, 22</u>
2300 · Deposits Held	
2303 · Water Deposits Held	6,430.00
Total 2300 · Deposits Held	<u>6,430.00</u>
Total Other Current Liabilities	<u>12,568.80</u>
Total Current Liabilities	202,088.63
Long Term Liabilities	
2400 · Net Pension Liability	136,917.00
2450 · U.S. Bank Loan WWTP	3,020,000.00
2500 · Deferred Inflows of Resources	5,752.00
Total Long Term Liabilities	<u>3,162,669.00</u>
Total Liabilities	3,364,757.63
Equity	
3900 · Retained Earnings	7,148,593.87
Net Income	46,816.81
Total Equity	<u>7,195,410.68</u>
TOTAL LIABILITIES & EQUITY	<u><u>10,560,168.31</u></u>

	<u>Jul 22</u>
Ordinary Income/Expense	
Income	
4000 · Income Summary	
4010 · Operating Revenue	102,433.02
4012 · Solid Waste Franchise Fee	1,784.80
4030 · County Taxes	48,630.30
4600 · Interest Income	3,062.09
	<hr/>
Total 4000 · Income Summary	155,910.21
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Total Income	155,910.21
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Gross Profit	155,910.21
	<hr/>
Expense	
5100 · Merchant Credit Card Fees	
5110 · Amex	15.00
5120 · Chase Paymentech	133.66
5140 · Invoice Cloud	515.99
	<hr/>
Total 5100 · Merchant Credit Card Fees	664.65
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5200 · Payroll Expenses	
5210 · Gross Wages	
5211 · Regular Pay	3,814.03
5012 · Holiday Pay	223.26
5014 · Sick Pay	0.00
5016 · Vacation Pay	558.15
	<hr/>
Total 5210 · Gross Wages	4,595.44
	<hr/>
5230 · Payroll Taxes	78.23
	<hr/>
5240 · Health & Medical Exp.	
5242 · Health Ins / Other	800.00
	<hr/>
Total 5240 · Health & Medical Exp.	800.00
	<hr/>
5250 · PERS Company Pd Expense	
5254 · PERS Co Pd Kathy	14,816.00
5256 · PERS Co Pd Kristi	2,021.98
	<hr/>
Total 5250 · PERS Company Pd Expe...	16,837.98
	<hr/>
5280 · Payroll Administration & Misc.	114.12
	<hr/>
Total 5200 · Payroll Expenses	22,425.77

Avila Beach Community Services District
Profit & Loss
July 2022

	<u>Jul 22</u>
6000 · Administrative Overheads	
6140 · Office Supplies & Postage	
6143 · Supplies, Office	351.26
	<u>351.26</u>
Total 6140 · Office Supplies & Postage	351.26
6150 · Rate Assistance	842.93
6170 · Website	400.00
	<u>1,594.19</u>
Total 6000 · Administrative Overheads	1,594.19
6500 · Operating Expenses	
6506 · Contract Labor GM	2,900.00
6507 · Contract Labor Civil Engineer	2,320.00
6520 · Equipment Repair & Maint.	
6524 · Equip. Rep. & Maint. Avila Only	1,373.16
	<u>1,373.16</u>
Total 6520 · Equipment Repair & Maint.	1,373.16
6530 · Generator Maintenance	450.00
6535 · Insurance P/L	2,034.66
6540 · Lab Tests	3,851.90
6542 · Maintenance	255.00
6550 · Operating Supplies	371.04
6585 · Telephone / Internet	312.30
6590 · Utilities	5,117.52
	<u>18,985.58</u>
Total 6500 · Operating Expenses	18,985.58
6800 · Water	
6802 · Lopez	4,762.46
6805 · State Water	59,750.75
	<u>64,513.21</u>
Total 6800 · Water	64,513.21
Total Expense	<u>108,183.40</u>
Net Ordinary Income	47,726.81

	<u>Jul 22</u>
Other Income/Expense	
Other Expense	
8200 · Non-Operating Expenses	
8230 · Capital Purchases in Prog Sani	
8245 · WWTP Improvement Project	
8245c · WWTP MBR Purchase	910.00
Total 8245 · WWTP Improvement Proj...	<u>910.00</u>
Total 8230 · Capital Purchases in Prog ...	<u>910.00</u>
Total 8200 · Non-Operating Expenses	<u>910.00</u>
Total Other Expense	<u>910.00</u>
Net Other Income	<u>-910.00</u>
Net Income	<u><u>46,816.81</u></u>

Avila Beach Community Services District
 Checks by Fund w/Accounts
 July 2022

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	07/01/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	3.67	3.67
Check	07/05/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	7.31	10.98
Check	07/05/2022		American Express Disc...	Amex	5110 · Amex	15.00	25.98
Check	07/06/2022		Caltronics Business Sys...		6550 · Operating Sup...	25.15	51.13
Check	07/06/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	17.38	68.51
Check	07/07/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	1.87	70.38
Check	07/07/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.26	72.64
Check	07/08/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.79	75.43
Check	07/08/2022	EFT	GetStreamline.com / Di...	monthly ABCSD Streamline	6170 · Website	200.00	275.43
Check	07/10/2022	EFT	Cal Tec Computers	computer repairs	6524 · Equip. Rep. & M...	40.00	315.43
Check	07/11/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	1.84	317.27
Check	07/11/2022		InvoiceCloud	Invoice Cloud merchant fees	5140 · Invoice Cloud	515.99	833.26
Check	07/12/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.38	835.64
Check	07/12/2022	EFT	Brezden Pest		6542 · Maintenance	65.00	900.64
Check	07/13/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.19	902.83
Check	07/13/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.71	905.54
Check	07/14/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.10	907.64
Check	07/15/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.06	909.70
Check	07/19/2022	3268	Hagemann & Associates	GM Contract Labor	6506 · Contract Labor ...	2,900.00	3,809.70
Check	07/19/2022	3269	Matt Kosniowski	Refund Overpayment Move Out Raven's C...	1280 · Water & Sewer...	87.92	3,897.62
Check	07/19/2022	3272	Coastline Cleaning Co.	Office Maintenance Inv. 3065 (June 2022)	6542 · Maintenance	165.00	4,062.62
Check	07/19/2022	3272	Coastline Cleaning Co.	Exterior Clean Up of Leaves, Sand and De...	6542 · Maintenance	25.00	4,087.62
Check	07/19/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	1.02	4,088.64
Check	07/20/2022	EFT	GetStreamline.com / Di...	monthly ABCSD Streamline	6170 · Website	200.00	4,288.64
Check	07/20/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	1.16	4,289.80
Check	07/20/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	3.90	4,293.70
Check	07/21/2022		Staples		6143 · Supplies, Office	147.65	4,441.35
Check	07/21/2022		Staples		6143 · Supplies, Office	77.19	4,518.54
Check	07/21/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	70.78	4,589.32
Check	07/22/2022		Staples		6143 · Supplies, Office	124.29	4,713.61
Check	07/22/2022		Staples		6143 · Supplies, Office	60.99	4,774.60
Check	07/25/2022	EFT	Spectrum	Acct #. 8245100980033571	6585 · Telephone / Int...	229.95	5,004.55
Check	07/25/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.38	5,006.93
Check	07/26/2022		Cal Tec Computers		6524 · Equip. Rep. & M...	1,333.16	6,340.09
Check	07/26/2022	EFT	Paymenttech	merchant cc fees	5120 · Chase Paymen...	2.50	6,342.59
Check	07/26/2022		PG&E	100 San Luis St.	6590 · Utilities	206.16	6,548.75
Check	07/28/2022		Paymenttech	merchant cc fees	5120 · Chase Paymen...	3.36	6,552.11
Check	07/29/2022		Public Employees Retir...	ID # 1674878206 Kathy Richardson Annu...	5254 · PERS Co Pd K...	14,816.00	21,368.11
Check	07/29/2022		Public Employees Retir...	ID # 1674878206 Kristi Dibbern Annual Un...	5256 · PERS Co Pd K...	1,614.00	22,982.11
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 6/16 - 6/30/22	2250 · PERS Liability	263.06	23,245.17

Avila Beach Community Services District
Checks by Fund w/Accounts
 July 2022

08/03/22

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 6/16 - 6/30/22	5256 · PERS Co Pd K...	39.72	23,284.89
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 7/1 - 7/15/22	2250 · PERS Liability	273.26	23,558.15
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 7/1 - 7/15/22	5256 · PERS Co Pd K...	38.60	23,596.75
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 7/16 - 7/31/22	2250 · PERS Liability	301.16	23,897.91
Check	07/29/2022	EFT	Public Employees Retir...	Kristi 7/16 - 7/31/22	5256 · PERS Co Pd K...	42.45	23,940.36
Total General / Admin							
Lights							
Check	07/01/2022	EFT	PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	115.98	115.98
Check	07/01/2022	EFT	PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	443.29	559.27
Check	07/26/2022	EFT	PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	357.11	916.38
Total Lights							
Sanitary							
Check	07/02/2022	EFT	South County Sanitary ...	Acct. Number 4120-3104357 2 Yd Dumpster	6590 · Utilities	134.96	134.96
Check	07/15/2022	EFT	AT&T	acct # 287272916182 tablet.805 234-1720	6585 · Telephone / Int...	23.50	158.46
Check	07/19/2022	3268	Hagemann & Associates	June 19th - 30th, 2022 Inv. 1190 Sanitary ...	6507 · Contract Labor ...	1,595.00	1,753.46
Check	07/19/2022	3271	Cloacina, LLC	Statement 7/7/22 18-118C14-1 Labor, Deli...	8245c · WWTP MBR ...	910.00	2,663.46
Check	07/19/2022	3273	USA Bluebook	Inv. #014345 6/15/22	6550 · Operating Sup...	160.94	2,824.40
Check	07/19/2022	3274	San Luis Powerhouse, I...	Inv. 46943 Testing Generator -- WWTP	6530 · Generator Mai...	225.00	3,049.40
Check	07/19/2022	3274	San Luis Powerhouse, I...	Inv. 46944 Testing Generator- Lift Station	6530 · Generator Mai...	225.00	3,274.40
Check	07/19/2022	3275	Abalone Coast Analytic...	Statement: 5831 7/1/22	6540 · Lab Tests	3,851.90	7,126.30
Check	07/19/2022	EFT	AT&T	acct # x 0885 Internet	6585 · Telephone / Int...	58.85	7,185.15
Check	07/26/2022	EFT	PG&E	Lift Station acct# 6338432238-2	6590 · Utilities	151.10	7,336.25
Check	07/26/2022	EFT	PG&E	3rd & San Fran St. pump	6590 · Utilities	3,481.86	10,818.11
Total Sanitary							
Water							
Check	07/19/2022	3268	Hagemann & Associates	Water System	6507 · Contract Labor ...	725.00	725.00
Check	07/19/2022	3270	Miners Ace Hardware	Acct: 126380 6/30/22 Operating Supplies	6550 · Operating Sup...	184.95	909.95
Check	07/26/2022	EFT	PG&E	1717 Cave Landing Rd.	6590 · Utilities	227.06	1,137.01
Check	07/28/2022	3276	SLO County Public Works	Lopez Water Fiscal Year 2022-23 Flood C...	6802 · Lopez	4,762.46	5,899.47
Check	07/28/2022	3276	SLO County Public Works	Drought Buffer 2022 SLOCFC & WCD Inv...	6805 · State Water	47,287.80	53,187.27
Check	07/28/2022	3276	SLO County Public Works	CCWA Fixed Op & Mantc. Treatment of F...	6805 · State Water	12,462.95	65,650.22
Total Water							
TOTAL							
						65,650.22	65,650.22
						101,325.07	101,325.07

**Avila Beach Community Services District
Deposits by Fund
July 2022**

08/03/22

Type	Date	Memo	Split	Amount	Balance
General / Admin					
Deposit	07/15/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-2,112.71	-2,112.71
Deposit	07/21/2022	TCF FY 21/22 YE - IMPR # 1 - Gen . 70, Water .25, Lights .05	1010 · Pacific Prem...	-3,071.64	-5,184.35
Deposit	07/27/2022	Return	1010 · Pacific Prem...	-58.86	-5,243.21
Total General / Admin				-5,243.21	-5,243.21
Lights					
Deposit	07/15/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-150.90	-150.90
Deposit	07/21/2022	TCF FY 21/22 YE - IMPR # 1 - Gen . 70, Water .25, Lights .05	1010 · Pacific Prem...	-219.40	-370.30
Total Lights				-370.30	-370.30
Sanitary					
Deposit	07/06/2022	Sani Rec	1010 · Pacific Prem...	-449.10	-449.10
Deposit	07/06/2022	Rate Assistance	1010 · Pacific Prem...	1.90	-447.20
Deposit	07/06/2022	Other 1	1010 · Pacific Prem...	0.00	-447.20
Deposit	07/06/2022	Other 2	1010 · Pacific Prem...	0.00	-447.20
Deposit	07/07/2022	Sani Rec	1010 · Pacific Prem...	-815.85	-1,263.05
Deposit	07/07/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,263.05
Deposit	07/07/2022	Other 1	1010 · Pacific Prem...	0.00	-1,263.05
Deposit	07/07/2022	Other 2	1010 · Pacific Prem...	0.00	-1,263.05
Deposit	07/08/2022	Sani Rec	1010 · Pacific Prem...	0.00	-1,263.05
Deposit	07/08/2022	Rate Assistance	1010 · Pacific Prem...	-491.50	-1,754.55
Deposit	07/08/2022	Other 1	1010 · Pacific Prem...	37.20	-1,717.35
Deposit	07/08/2022	Other 2	1010 · Pacific Prem...	0.00	-1,717.35
Deposit	07/08/2022	Other 2	1010 · Pacific Prem...	-401.81	-2,119.16
Deposit	07/09/2022	Sani Rec	1010 · Pacific Prem...	-99.76	-2,218.92
Deposit	07/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,218.92
Deposit	07/09/2022	Other 1	1010 · Pacific Prem...	0.00	-2,218.92
Deposit	07/09/2022	Other 2	1010 · Pacific Prem...	0.00	-2,218.92
Deposit	07/10/2022	Sani Rec	1010 · Pacific Prem...	-162.09	-2,381.01
Deposit	07/10/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,381.01
Deposit	07/10/2022	Other 1	1010 · Pacific Prem...	0.00	-2,381.01
Deposit	07/10/2022	Other 2	1010 · Pacific Prem...	0.00	-2,381.01
Deposit	07/11/2022	Sani Rec	1010 · Pacific Prem...	-231.59	-2,612.60
Deposit	07/11/2022	Rate Assistance	1010 · Pacific Prem...	39.91	-2,572.69
Deposit	07/11/2022	Other 1	1010 · Pacific Prem...	0.00	-2,572.69

Avila Beach Community Services District
 Deposits by Fund
 July 2022

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/11/2022	Other 2	1010 · Pacific Prem...	0.00	-2,572.69
Deposit	07/11/2022	Community Park Restrooms 4/27 - 5/31/22	1010 · Pacific Prem...	-649.49	-3,222.18
Deposit	07/11/2022	Community Park Restrooms 6/1 - 6/24/22	1010 · Pacific Prem...	-600.26	-3,822.44
Deposit	07/12/2022	Sani Rec	1010 · Pacific Prem...	-8,673.00	-12,495.44
Deposit	07/12/2022	Rate Assistance	1010 · Pacific Prem...	40.70	-12,454.74
Deposit	07/12/2022	Other 1	1010 · Pacific Prem...	0.00	-12,454.74
Deposit	07/12/2022	Other 2	1010 · Pacific Prem...	-22.58	-12,477.32
Deposit	07/13/2022	Sani Rec	1010 · Pacific Prem...	-4,739.04	-17,216.36
Deposit	07/13/2022	Rate Assistance	1010 · Pacific Prem...	35.62	-17,180.74
Deposit	07/13/2022	Other 1	1010 · Pacific Prem...	0.00	-17,180.74
Deposit	07/13/2022	Other 2	1010 · Pacific Prem...	-74.89	-17,255.63
Deposit	07/13/2022	ACH Booked separately 7/11/22 Community Park Restrooms ...	1010 · Pacific Prem...	649.49	-16,606.14
Deposit	07/13/2022	ACH Booked separately 7/11/22 Community Park Restrooms ...	1010 · Pacific Prem...	600.26	-16,005.88
Deposit	07/14/2022	Sani Rec	1010 · Pacific Prem...	-63.34	-16,069.22
Deposit	07/14/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-16,069.22
Deposit	07/14/2022	Other 1	1010 · Pacific Prem...	0.00	-16,069.22
Deposit	07/14/2022	Other 2	1010 · Pacific Prem...	0.00	-16,069.22
Deposit	07/15/2022	TCF FY 22 MAR ME - Waste	1010 · Pacific Prem...	-36,809.40	-52,878.62
Deposit	07/15/2022	Sani Rec	1010 · Pacific Prem...	-230.65	-53,109.27
Deposit	07/15/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-53,109.27
Deposit	07/15/2022	Other 1	1010 · Pacific Prem...	0.00	-53,109.27
Deposit	07/15/2022	Other 2	1010 · Pacific Prem...	-0.01	-53,109.28
Deposit	07/16/2022	Sani Rec	1010 · Pacific Prem...	-113.22	-53,222.50
Deposit	07/16/2022	Rate Assistance	1010 · Pacific Prem...	7.28	-53,215.22
Deposit	07/16/2022	Other 1	1010 · Pacific Prem...	0.00	-53,215.22
Deposit	07/16/2022	Other 2	1010 · Pacific Prem...	0.00	-53,215.22
Deposit	07/17/2022	Sani Rec	1010 · Pacific Prem...	-49.88	-53,265.10
Deposit	07/17/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-53,265.10
Deposit	07/17/2022	Other 1	1010 · Pacific Prem...	0.00	-53,265.10
Deposit	07/17/2022	Other 2	1010 · Pacific Prem...	0.00	-53,265.10
Deposit	07/18/2022	Sani Rec	1010 · Pacific Prem...	-16,282.01	-69,547.11
Deposit	07/18/2022	Rate Assistance	1010 · Pacific Prem...	98.27	-69,448.84
Deposit	07/18/2022	Other 1	1010 · Pacific Prem...	0.00	-69,448.84
Deposit	07/18/2022	Other 2	1010 · Pacific Prem...	-234.98	-69,683.82
Deposit	07/19/2022	Sani Rec	1010 · Pacific Prem...	-2,369.50	-72,053.32
Deposit	07/19/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-72,048.73

Avila Beach Comm. ty Services District
 Deposits by Fund
 July 2022

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/19/2022	Other 1	1010 · Pacific Prem...	0.00	-72,048.73
Deposit	07/19/2022	Other 2	1010 · Pacific Prem...	-459.74	-72,508.47
Deposit	07/20/2022	Sani Rec	1010 · Pacific Prem...	-934.03	-73,442.50
Deposit	07/20/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-73,442.50
Deposit	07/20/2022	Other 1	1010 · Pacific Prem...	0.00	-73,442.50
Deposit	07/20/2022	Other 2	1010 · Pacific Prem...	158.04	-73,284.46
Deposit	07/21/2022	TCF FY 21/22 YE - Waste	1010 · Pacific Prem...	-4,414.70	-77,699.16
Deposit	07/21/2022	Sani Rec	1010 · Pacific Prem...	-581.14	-78,280.30
Deposit	07/21/2022	Rate Assistance	1010 · Pacific Prem...	106.74	-78,173.56
Deposit	07/21/2022	Other 1	1010 · Pacific Prem...	0.00	-78,173.56
Deposit	07/21/2022	Other 2	1010 · Pacific Prem...	0.00	-78,173.56
Deposit	07/25/2022	Sani Rec	1010 · Pacific Prem...	-209.56	-78,383.12
Deposit	07/25/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-78,383.12
Deposit	07/25/2022	Other 1	1010 · Pacific Prem...	0.00	-78,383.12
Deposit	07/25/2022	Other 2	1010 · Pacific Prem...	0.00	-78,383.12
Deposit	07/26/2022	Sani Rec	1010 · Pacific Prem...	0.00	-78,383.12
Deposit	07/26/2022	Rate Assistance	1010 · Pacific Prem...	-1,280.82	-79,663.94
Deposit	07/26/2022	Other 1	1010 · Pacific Prem...	0.00	-79,663.94
Deposit	07/26/2022	Other 2	1010 · Pacific Prem...	0.00	-79,663.94
Deposit	07/27/2022	Sani Rec	1010 · Pacific Prem...	-253.15	-79,917.09
Deposit	07/27/2022	Rate Assistance	1010 · Pacific Prem...	-22.57	-79,939.66
Deposit	07/27/2022	Other 1	1010 · Pacific Prem...	0.00	-79,939.66
Deposit	07/27/2022	Other 2	1010 · Pacific Prem...	28.69	-79,910.97
Deposit	07/27/2022	Other 2	1010 · Pacific Prem...	0.00	-79,910.97
Deposit	07/28/2022	Sani Rec	1010 · Pacific Prem...	-2,242.57	-82,153.54
Deposit	07/28/2022	Rate Assistance	1010 · Pacific Prem...	3.92	-82,149.62
Deposit	07/28/2022	Other 1	1010 · Pacific Prem...	0.00	-82,149.62
Deposit	07/28/2022	Other 2	1010 · Pacific Prem...	0.00	-82,149.62
Deposit	07/29/2022	Sani Rec	1010 · Pacific Prem...	-301.81	-82,451.43
Deposit	07/29/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-82,451.43
Deposit	07/29/2022	Other 1	1010 · Pacific Prem...	0.00	-82,451.43
Deposit	07/29/2022	Other 2	1010 · Pacific Prem...	0.00	-82,451.43
Deposit	07/30/2022	Sani Rec	1010 · Pacific Prem...	0.00	-82,451.43
Deposit	07/30/2022	Rate Assistance	1010 · Pacific Prem...	-74.62	-82,526.05
Deposit	07/30/2022	Other 1	1010 · Pacific Prem...	0.00	-82,526.05
Deposit	07/30/2022	Other 2	1010 · Pacific Prem...	0.00	-82,526.05
Deposit	07/30/2022	Sani Rec	1010 · Pacific Prem...	0.00	-82,526.05

**Avila Beach Community Services District
Deposits by Fund
July 2022**

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/31/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-82,771.62
Deposit	07/31/2022	Other 1	1010 · Pacific Prem...	0.00	-82,771.62
Deposit	07/31/2022	Other 2	1010 · Pacific Prem...	0.00	-82,771.62
Deposit	07/31/2022	\$ 2,825.73 BALANCE ADJ CCs	1010 · Pacific Prem...	-1,412.86	-84,184.48
Total Sanitary					
				-84,184.48	-84,184.48
Solid Waste					
Deposit	07/26/2022	Waste Connections Franchise Fee SW	1010 · Pacific Prem...	-1,784.80	-1,784.80
Total Solid Waste					
				-1,784.80	-1,784.80
Water					
Deposit	07/06/2022	Water Rec	1010 · Pacific Prem...	-598.86	-598.86
Deposit	07/06/2022	Rate Assistance	1010 · Pacific Prem...	9.58	-589.28
Deposit	07/06/2022	Other 1	1010 · Pacific Prem...	0.00	-589.28
Deposit	07/06/2022	Other 2	1010 · Pacific Prem...	0.00	-589.28
Deposit	07/07/2022	Water Rec	1010 · Pacific Prem...	-1,051.92	-1,641.20
Deposit	07/07/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,641.20
Deposit	07/07/2022	Other 1	1010 · Pacific Prem...	0.00	-1,641.20
Deposit	07/07/2022	Other 2	1010 · Pacific Prem...	0.00	-1,641.20
Deposit	07/08/2022	Water Rec	1010 · Pacific Prem...	0.00	-1,641.20
Deposit	07/08/2022	Rate Assistance	1010 · Pacific Prem...	-753.48	-2,394.68
Deposit	07/08/2022	Other 1	1010 · Pacific Prem...	47.23	-2,347.45
Deposit	07/08/2022	Other 2	1010 · Pacific Prem...	0.00	-2,347.45
Deposit	07/09/2022	Water Rec	1010 · Pacific Prem...	0.00	-2,347.45
Deposit	07/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,347.45
Deposit	07/09/2022	Other 1	1010 · Pacific Prem...	-120.06	-2,467.51
Deposit	07/09/2022	Other 2	1010 · Pacific Prem...	0.00	-2,467.51
Deposit	07/09/2022	Water Rec	1010 · Pacific Prem...	0.00	-2,467.51
Deposit	07/10/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,467.51
Deposit	07/10/2022	Other 1	1010 · Pacific Prem...	0.00	-2,467.51
Deposit	07/10/2022	Other 2	1010 · Pacific Prem...	0.00	-2,467.51
Deposit	07/10/2022	Water Rec	1010 · Pacific Prem...	-227.97	-2,695.48
Deposit	07/10/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,695.48
Deposit	07/10/2022	Other 1	1010 · Pacific Prem...	0.00	-2,695.48
Deposit	07/10/2022	Other 2	1010 · Pacific Prem...	0.00	-2,695.48
Deposit	07/11/2022	Water Rec	1010 · Pacific Prem...	-366.08	-3,061.56
Deposit	07/11/2022	Rate Assistance	1010 · Pacific Prem...	48.04	-3,013.52
Deposit	07/11/2022	Other 1	1010 · Pacific Prem...	0.00	-3,013.52
Deposit	07/11/2022	Other 2	1010 · Pacific Prem...	0.00	-3,013.52

Avila Beach Comr. ty Services District
 Deposits by Fund
 July 2022

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/11/2022	San Juan Irrigation 4/27 - 5/31/22	1010 · Pacific Prem...	-2,332.11	-5,345.63
Deposit	07/11/2022	Front Street Irrigation 4/27 - 5/31/22	1010 · Pacific Prem...	-1,060.08	-6,405.71
Deposit	07/11/2022	Community Park Restrooms 4/27 - 5/31/22	1010 · Pacific Prem...	-464.91	-6,870.62
Deposit	07/11/2022	San Juan Irrigation 6/1 - 6/24/22	1010 · Pacific Prem...	-1,993.68	-8,864.30
Deposit	07/11/2022	Front Street Irrigation 6/1 - 6/24/22	1010 · Pacific Prem...	-943.38	-9,807.68
Deposit	07/11/2022	Community Park Restrooms 6/1 - 6/24/22	1010 · Pacific Prem...	-429.90	-10,237.58
Deposit	07/12/2022	Water Rec	1010 · Pacific Prem...	-2,952.30	-13,189.88
Deposit	07/12/2022	Rate Assistance	1010 · Pacific Prem...	39.27	-13,150.61
Deposit	07/12/2022	Other 1	1010 · Pacific Prem...	0.00	-13,150.61
Deposit	07/12/2022	Other 2	1010 · Pacific Prem...	0.00	-13,150.61
Deposit	07/13/2022	Water Rec	1010 · Pacific Prem...	-11,784.44	-24,935.05
Deposit	07/13/2022	Rate Assistance	1010 · Pacific Prem...	64.77	-24,870.28
Deposit	07/13/2022	Other 1	1010 · Pacific Prem...	0.00	-24,870.28
Deposit	07/13/2022	Other 2	1010 · Pacific Prem...	0.00	-24,870.28
Deposit	07/13/2022	ACH Booked separately 7/11/22 San Juan Irrigation 4/27 - 5/3...	1010 · Pacific Prem...	2,332.11	-22,538.17
Deposit	07/13/2022	ACH Booked separately 7/11/22 Front Street Irrigation 4/27 - 5...	1010 · Pacific Prem...	1,060.08	-21,478.09
Deposit	07/13/2022	ACH Booked separately 7/11/22 Community Park Restrooms ...	1010 · Pacific Prem...	464.91	-21,013.18
Deposit	07/13/2022	ACH Booked separately 7/11/22 San Juan Irrigation 6/1 - 6/24/...	1010 · Pacific Prem...	1,993.68	-19,019.50
Deposit	07/13/2022	ACH Booked separately 7/11/22 Front Street Irrigation 6/1 - 6/...	1010 · Pacific Prem...	943.38	-18,076.12
Deposit	07/13/2022	ACH Booked separately 7/11/22 Community Park Restrooms ...	1010 · Pacific Prem...	429.90	-17,646.22
Deposit	07/14/2022	Water Rec	1010 · Pacific Prem...	-64.08	-17,710.30
Deposit	07/14/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-17,710.30
Deposit	07/14/2022	Other 1	1010 · Pacific Prem...	0.00	-17,710.30
Deposit	07/14/2022	Other 2	1010 · Pacific Prem...	0.00	-17,710.30
Deposit	07/15/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights ...	1010 · Pacific Prem...	-754.54	-18,464.84
Deposit	07/15/2022	Water Rec	1010 · Pacific Prem...	-232.02	-18,696.86
Deposit	07/15/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-18,696.86
Deposit	07/15/2022	Other 1	1010 · Pacific Prem...	0.00	-18,696.86
Deposit	07/15/2022	Other 2	1010 · Pacific Prem...	0.00	-18,696.86
Deposit	07/16/2022	Water Rec	1010 · Pacific Prem...	-124.11	-18,820.97
Deposit	07/16/2022	Rate Assistance	1010 · Pacific Prem...	11.20	-18,809.77
Deposit	07/16/2022	Other 1	1010 · Pacific Prem...	0.00	-18,809.77
Deposit	07/16/2022	Other 2	1010 · Pacific Prem...	0.00	-18,809.77
Deposit	07/17/2022	Water Rec	1010 · Pacific Prem...	-60.03	-18,869.80
Deposit	07/17/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-18,869.80
Deposit	07/17/2022	Other 1	1010 · Pacific Prem...	0.00	-18,869.80

**Avila Beach Community Services District
Deposits by Fund
July 2022**

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/17/2022	Other 2	1010 · Pacific Prem...	0.00	-18,869.80
Deposit	07/18/2022	Water Rec	1010 · Pacific Prem...	-17,472.86	-36,342.66
Deposit	07/18/2022	Rate Assistance	1010 · Pacific Prem...	140.73	-36,201.93
Deposit	07/18/2022	Other 1	1010 · Pacific Prem...	0.00	-36,201.93
Deposit	07/18/2022	Other 2	1010 · Pacific Prem...	0.00	-36,201.93
Deposit	07/19/2022	Water Rec	1010 · Pacific Prem...	-3,933.44	-40,135.37
Deposit	07/19/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-40,124.98
Deposit	07/19/2022	Other 1	1010 · Pacific Prem...	0.00	-40,124.98
Deposit	07/19/2022	Other 2	1010 · Pacific Prem...	0.00	-40,124.98
Deposit	07/20/2022	Water Rec	1010 · Pacific Prem...	0.00	-40,124.98
Deposit	07/20/2022	Rate Assistance	1010 · Pacific Prem...	-1,863.64	-41,988.62
Deposit	07/20/2022	Other 1	1010 · Pacific Prem...	0.00	-41,988.62
Deposit	07/20/2022	Other 2	1010 · Pacific Prem...	0.00	-41,988.62
Deposit	07/21/2022	TCF FY 21/22 YE - IMPR # 1 - Gen . 70, Water .25, Lights .05	1010 · Pacific Prem...	0.00	-41,988.62
Deposit	07/21/2022	Water Rec	1010 · Pacific Prem...	-1,097.01	-43,085.63
Deposit	07/21/2022	Rate Assistance	1010 · Pacific Prem...	-421.25	-43,506.88
Deposit	07/21/2022	Other 1	1010 · Pacific Prem...	108.75	-43,398.13
Deposit	07/21/2022	Other 2	1010 · Pacific Prem...	0.00	-43,398.13
Deposit	07/25/2022	Water Rec	1010 · Pacific Prem...	0.00	-43,398.13
Deposit	07/25/2022	Rate Assistance	1010 · Pacific Prem...	-375.66	-43,773.79
Deposit	07/25/2022	Other 1	1010 · Pacific Prem...	0.00	-43,773.79
Deposit	07/25/2022	Other 2	1010 · Pacific Prem...	0.00	-43,773.79
Deposit	07/26/2022	Water Rec	1010 · Pacific Prem...	0.00	-43,773.79
Deposit	07/26/2022	Rate Assistance	1010 · Pacific Prem...	-1,821.72	-45,595.51
Deposit	07/26/2022	Other 1	1010 · Pacific Prem...	0.00	-45,595.51
Deposit	07/26/2022	Other 2	1010 · Pacific Prem...	0.00	-45,595.51
Deposit	07/27/2022	Water Rec	1010 · Pacific Prem...	0.00	-45,595.51
Deposit	07/27/2022	Rate Assistance	1010 · Pacific Prem...	-51.93	-45,647.44
Deposit	07/27/2022	Other 1	1010 · Pacific Prem...	0.00	-45,647.44
Deposit	07/27/2022	Other 2	1010 · Pacific Prem...	0.00	-45,647.44
Deposit	07/28/2022	Water Rec	1010 · Pacific Prem...	0.00	-45,647.44
Deposit	07/28/2022	Rate Assistance	1010 · Pacific Prem...	-2,190.42	-47,837.86
Deposit	07/28/2022	Other 1	1010 · Pacific Prem...	19.72	-47,818.14
Deposit	07/28/2022	Other 2	1010 · Pacific Prem...	0.00	-47,818.14
Deposit	07/29/2022	Water Rec	1010 · Pacific Prem...	0.00	-47,818.14
Deposit	07/29/2022	Rate Assistance	1010 · Pacific Prem...	-337.85	-48,155.99
Deposit	07/29/2022	Other 1	1010 · Pacific Prem...	0.00	-48,155.99
Deposit	07/29/2022	Other 2	1010 · Pacific Prem...	0.00	-48,155.99

Avila Beach Comr. City Services District
 Deposits by Fund
 July 2022

08/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	07/29/2022	Other 1	1010 · Pacific Prem...	0.00	-48,155.99
Deposit	07/29/2022	Other 2	1010 · Pacific Prem...	0.00	-48,155.99
Deposit	07/30/2022	Water Rec	1010 · Pacific Prem...	-115.36	-48,271.35
Deposit	07/30/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-48,271.35
Deposit	07/30/2022	Other 1	1010 · Pacific Prem...	0.00	-48,271.35
Deposit	07/30/2022	Other 2	1010 · Pacific Prem...	0.00	-48,271.35
Deposit	07/31/2022	Water Rec	1010 · Pacific Prem...	-144.92	-48,416.27
Deposit	07/31/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-48,416.27
Deposit	07/31/2022	Other 1	1010 · Pacific Prem...	0.00	-48,416.27
Deposit	07/31/2022	Other 2	1010 · Pacific Prem...	0.00	-48,416.27
Deposit	07/31/2022	\$ 2,825.73 BALANCE ADJ CCS	1010 · Pacific Prem...	-1,412.87	-49,829.14
Total Water				-49,829.14	-49,829.14
TOTAL				-141,411.93	-141,411.93

Avila Beach Community Services District

8/3/2022 3:22 PM

Register: 1005 · Customer Cash

From 03/08/2022 through 08/03/2022

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/08/2022			1010 · Pacific Premier Checking ...	Pd Cash \$ 109.91 Jam...		X	109.91	1,014.58
03/10/2022			1010 · Pacific Premier Checking		1,004.58			10.00
05/12/2022			1010 · Pacific Premier Checking ...	\$ 120 + \$ 60 Cash Da...			180.00	190.00
06/07/2022			1010 · Pacific Premier Checking ...	\$ 92.40 Pd Cash Jame...			92.40	282.40
06/16/2022			1010 · Pacific Premier Checking ...	Pd Cash \$ 92.40 Jame...			18.50	300.90
06/21/2022			1010 · Pacific Premier Checking ...	Pd Cash \$ 60 Daniel ...			60.00	360.90
07/11/2022			1010 · Pacific Premier Checking ...	\$ 300 Cash Laura Lee ...			300.00	660.90
07/12/2022			1010 · Pacific Premier Checking ...	Cash \$ 127.42 James ...			127.42	788.32



FLUID RESOURCE MANAGEMENT

2385 Precision Drive
 Arroyo Grande, CA 93420
 www.frm-ops.com CA Lic #937346
 OPERATIONS . MAINTENANCE . MECHANICAL

Statement

Date
8/2/22

Phone # 805.597.7100 Fax # 805.597.7171

California Certified Small Business #1120142

To:
 Avila Beach Community Services District
 P.O. Box 309
 100 San Luis Street
 Avila Beach, CA 93424

Amount Due	Amount Enc.
\$58,725.15	

Date	Transaction	Amount	Balance		
06/30/22	348F11001 Monthly OPS/Maint- INV #F21979. Orig. Amount \$21,306.26.	21,306.26	21,306.26		
07/31/22	INV #F22069. Orig. Amount \$21,274.94.	21,274.94	42,581.20		
5/31/22	348F11001 Monthly OPS/Maint:348FW11001 Water:348AW17001 Add Services water- INV #A21964. Orig. Amount \$1,485.67.	1,485.67	44,066.87		
06/30/22	INV #A22042. Orig. Amount \$373.02.	373.02	44,439.89		
05/31/22	348F11001 Monthly OPS/Maint:348FWW11001 Wastewater:348AWW17002 Add Services Wastewater- INV #A21965. Orig. Amount \$2,414.65.	2,414.65	46,854.54		
06/30/22	INV #A22020. Orig. Amount \$2,336.40.	2,336.40	49,190.94		
06/13/22	348TWW21001 Plant Expansion Coordination- INV #T21915. Orig. Amount \$312.50.	312.50	49,503.44		
07/22/22	INV #T22052. Orig. Amount \$2,549.04.	2,549.04	52,052.48		
06/20/22	W21755 FFR Pump #1 Diagnosis- INV #W21755. Orig. Amount \$965.43.	965.43	53,017.91		
06/16/22	W21775 Callout - Primary Sludge Pit Hig- INV #W21775. Orig. Amount \$1,347.57.	1,347.57	54,365.48		
06/16/22	W21795 Power Fail- INV #W21795. Orig. Amount \$344.99.	344.99	54,710.47		
	W21871 FFR High Level Callout-				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
23,823.98	31,000.85	3,900.32	0.00	0.00	\$58,725.15



FLUID RESOURCE MANAGEMENT

2385 Precision Drive
 Arroyo Grande, CA 93420
 www.frm-ops.com CA Lic #937346
 OPERATIONS . MAINTENANCE . MECHANICAL

Statement

Date
8/2/22

Phone # 805.597.7100 Fax # 805.597.7171

California Certified Small Business #1120142

To:
Avila Beach Community Services District P.O. Box 309 100 San Luis Street Avila Beach, CA 93424

Amount Due	Amount Enc.
\$58,725.15	


Date	Transaction	Amount	Balance
06/21/22	INV #W21871. Orig. Amount \$3,276.48.	3,276.48	57,986.95
06/20/22	W21890 FFR Pit High Level Alarm- INV #W21890. Orig. Amount \$738.20.	738.20	58,725.15

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
23,823.98	31,000.85	3,900.32	0.00	0.00	\$58,725.15

AVILA BEACH
COMMUNITY SERVICES DISTRICT
Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 9, 2022

SUBJECT: General Manager/District Engineer Report

Zone 3 Technical Advisory Committee

The Zone 3 Technical Advisory Committee last met on July 13, 2022. I was out of town and not able to attend the meeting. The agenda the agenda packet for the July 13th meeting is included as an attachment to the staff report. As of this writing, the Lopez reservoir is at 25.5% of capacity with 12,575 AF in storage. That is about two years' worth of water supply if we don't receive any significant rainfall.

The Zone 3 Advisory Committee has scheduled a Special Meeting on August 11, 2022. The purpose of the meeting is to seek the Advisory Committee's endorsement for executing the Amended and Restated Water Supply Contracts between the County and the Zone 3 Contractors. As the Board will recall, this contract amendment effort has been on-going for over one year and will allow the Zone Contractors to better manage their Lopez water entitlements. The agenda packet for the Advisory Committee meeting is provided as an attachment to this report.

Wastewater Treatment Plant Project Status Report

During the month of July the contractor has focused on installation of the new piping and conduit needed to connect the MBR unit into the existing treatment plant piping and electrical systems. I am attaching a few photos of some of the work that was completed in July. We have been working with PG&E and the San Luis Obispo County Public Works Department to coordinate installing the new conduit from the intersection of San Miguel Street and Avila Beach Drive, under Avila Beach Drive to the WWTP front gate. We also intend to install an additional conduit under Avila Beach Drive so that we can connect up with Charter/Spectrum internet service. During the month of August we anticipate completing installation of the underground piping, valves and electrical conduit. If all goes as scheduled, we are planning on "landing" the equalization tank and MBR unit on their respective pads in late August or early September. When this occurs, we will need to bring in a large crane we will have a significant impact to traffic on Avila Beach Drive. We are coordinating with County Public Works and we will obtain an encroachment permit that will include a detailed traffic safety plan. We continue to conduct work progress meetings at least every two weeks and will have them more frequently as we start installing the new piping systems. Please let me if any of the Directors are interested in visiting the construction site.

Cloacina Open House, Friday August 19th

Cloacina, the MBR unit manufacturer, will be hosting an Open House at their manufacturing facility on Friday August 19th. The Avila Beach CSD MBR unit will be one of the star exhibits during the Open House, since it is nearly complete and ready to ship. Cloacina staff have invited me and the Board members to attend the Open House to receive an up close tour and presentation. Please let me know if any of you would like to attend and I will coordinate with the Cloacina staff.

**ZONE 3
TECHNICAL ADVISORY COMMITTEE
Wednesday July 13, 2022
9:00 - 11:00 am**

Agenda

Phone line: +1 (646) 749-3122

Access Code: 617-462-197

OR

Webinar: <https://global.gotomeeting.com/join/617462197>

1. Announcements	All
2. General Operations and Water Report <ul style="list-style-type: none">• Summary Notes – June• Monthly Operations Report – June• Lopez Storage Projections – June	David
3. Current Reservoir Conditions	Kyle (Verbal)
4. Capital Projects Update	David
5. Advisory Committee Endorsement	David
6. Current Storage Account	David
7. Future Agenda items? <ul style="list-style-type: none">• Project Updates• HCP/Instream Studies• Zone 3 Boundary Change	All

Attachments:

- A. Summary Notes - June
- B. Lopez Monthly Operations Report – June
- C. Lopez Storage Projections Chart – June
- D. Capital Projects Update

Next Meeting Date: August 10, 2022

ZONE 3

TECHNICAL ADVISORY COMMITTEE

WEDNESDAY June 8, 2022 (9:00-11:00 AM)

Via GotoMeeting

SUMMARY NOTES – DRAFT

Attendees via GoTo Meeting: Shane Taylor (Arroyo Grande), Ben Fine (Pismo Beach), Gabriel Munoz-Morris (Grover Beach), Will Clemens (OCSD), Brad Hagemann (ABCSD), Jim Garing, John Wallace, Vard Ikeda, Dan Migliazzo (SMMWC), Dan Heimel, David Spiegel (PW Dept), Kyle James (PW Dept), Desiree Bravo (PW Dept), Jenny Morgan (PW Dept.)

1. Announcements –

- David Spiegel made an announcement on Jill Ogren's behalf, which is covered in the "Zone 3 Contract Changes Update" section.

2. General Operations and Water Supply Report –

- No comments on May Summary notes.
- David Spiegel reviewed the Lopez Storage Projections.
 - The 10,000 AF trigger point was extended 2-3 weeks due to water conservation. Once 10,000 AF is met, all agencies are subject to a 20% reduction in entitlement. There is potential to hit "deadpool" by the end of year 2023. TAC members are in favor of reducing water allocations now, to ensure agencies don't exceed allocations and to extend the 10,000 AF trigger point as far out as possible. David will make the recommendation from the TAC to the Advisory Committee at the July 21 meeting.

3. Current Reservoir Conditions –

- David Spiegel reported the Elevation = 465.03 ft, Storage = 13,527.9 AF @ 27.4% Capacity, rainfall to date since July 1, 2021 is 12.93 in, WTP at 2.3 MGD, SWP at 2.6 MGD, Downstream Releases = 1.9 MGD

4. Downstream Releases –

- Currently holding downstream releases at minimum flow rates. Public Works' Environmental Division are going out once or twice per month to check the downstream creek to ensure fish aren't being strained, etc.

5. Proposed Vegetation Management Plan (CalFire) –

- An area within Lopez Park was established to be a good area for CalFire to conduct their vegetation management plan, and therefore they would like to have prescribed burns held there. The area was broken into seven units; units 1-4 were deemed feasible for prescribed burns, unit 5 is still under consideration for a prescribed burn, but additional field studies are necessary to determine feasibility, and units 6 and 7 would be used for mechanical means by slimming up trees and vegetation. It would be a 5-year program – one unit for each year. CalFire requested this item be brought to the TAC for questions, comments or concerns. David has relayed concerns over water quality and rainfall rinsing burned areas down into the creek, and then into the reservoir.

6. Arroyo Grande Creek Model

- (Table 2) Despite flow rates being increased out of the dam, there was 0.00 CFS of flow at Halcyon Rd., 22nd St., and Creek Rd. David believes it would need to be approximately 100+ CFS range to get water out to the ocean. John has requested a summary that comprises conclusions and professional opinions up front, such as an Executive Summary.

7. Cloud Seeding End of Season Operations Report

- David reviews the Cloud Seeding Report from the 2021-2022 Winter Season.
 - John commented that the document doesn't contain a conclusion on how much rain was generated by cloud seeding or what the generated costs per AF were.
 - David states that the information John is referring to comes in a separate document later in the year – once watersheds, rainfall, etc. are assessed.

8. Zone 3 Contract Changes Update –

- Jill hasn't received final comments from Arroyo Grande, Grover Beach, and Pismo Beach, and has received responses from Oceano CSD and Avila Beach CSD.
 - Grover Beach needs to specify if they're going to continue pushing their previous comments or if they approve, as their current comments pertain to existing contract language. Arroyo Grande needs to approve the bond council edit. Pismo Beach needs to say "OK." David states that these comments are needed as soon as possible, but especially if we want to take advantage of the bond refinancing.

9. Capital Projects Updates –

- **Tesla Battery Storage (No Change)**
 - Startup testing was conducted to be prepared for PGE approval of plan to operate (PTO)
- **Spillway Assessment and Investigation (No Change)**
 - Meeting with Consultant and DSOD scheduled for 05/10/2022.
 - DRAFT Work Plan prepared and submitted to DSOD for review.
 - Remainder of project ~ minimum of \$300,000
- **Geotechnical Testing & Seismic Alternatives Study of Terminal Reservoir Dam**
 - Negotiating Task 1 Items
 - Budget ~\$500,000
- **Fault Zone Risk Assessment for Dam Left Abutment (No Change)**
 - Developing work order to satisfy the recommendations of the assessment
 - Budget ~\$40,000
- **Lopez WTP Safety Upgrades (No Change)**
 - Staff are looking into additional consultants to do a lifeline system within the membrane building.
 - Multiple consultants have reviewed the project, but none have quoted the project.
 - Budget ~\$53,000
- **Cathodic Protection Repair Project (No Change)**
 - JDH Corrosion Consultants, Inc. provided 90% drawing set.
 - Preparing BID documents
 - Budget ~\$449,933
- **Equipment Storage Building**
 - Preparing bidding documents for equipment storage building
 - Plan to issue an invitation to bid by the end of the Month
 - Budget ~\$90,000
- **CO2 Injection System (No Change)**
 - Negotiating Bulk CO2 Contract

- PO issued for equipment
- Budget ~\$256,000
- **Sludge Bed Curtain Wall Rehabilitation (No Change)**
 - ~\$50,000 per initial quote
- **Chlorine Dioxide Batch Tank**
 - Chlorine Dioxide batch tank continues to fail. Staff are considering using a free chemical skid option instead, which would eliminate the need for a currently required permit.

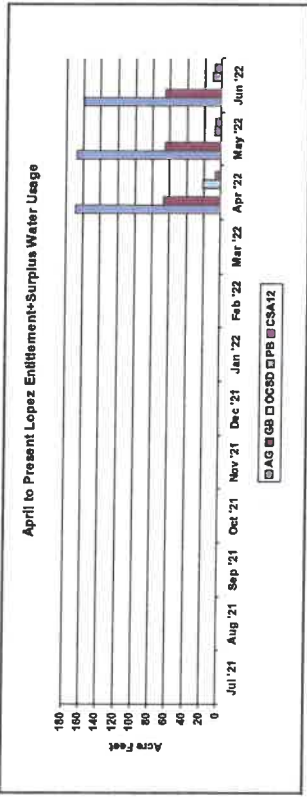
10. Future Agenda Items

Next Meeting July 13, 2022

Summary Notes Prepared by Amber Cordova

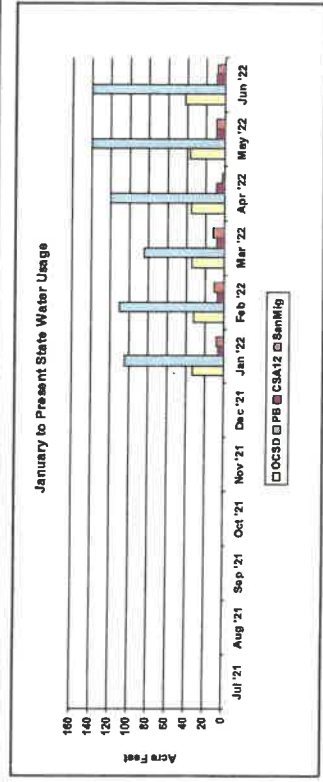
San Luis Obispo County Flood Control and Water District Zone 3 - Lopez Project - Monthly Operations Report June, 2022

Contractor	Lopez Water Deliveries										State Water Deliveries												
	This Month					April to Present					This Month			January to Present									
	Entl.	Surplus Water Declared	Surplus Requested	Surplus Available Water	Total	Usage	%	Entitlement	%	Surplus	Usage	%	Total	Usage	%	Annual Request	Usage	% of Annual Request	Change in Storage	SWP Deliveries	SWP Deliveries	Total Water Deliveries This Month	
Arroyo Grande	2061	742.10	742.10	2803	2803	158.91	7.7%	0.00	0.0%	0.00	0.0%	495.62	17.7%	750	41.74	5.6%	214.14	28.6%				158.91	
Oceano CSD	272.7	102.50	102.50	375	375	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1240	140.00	11.3%	698.91	56.4%				64.96	
Grover Beach	720	204.20	204.20	924	924	64.96	9.0%	0.00	0.0%	0.00	0.0%	196.65	21.3%	96	8.50	8.9%	45.33	47.2%				149.86	
Pismo Beach	802.8	300.80	300.80	1104	1104	9.86	1.2%	0.00	0.0%	0.00	0.0%	38.33	3.5%	120	7.78	6.5%	48.43	40.4%				16.13	
CSA 12	220.5	82.40	82.40	303	303	7.63	3.5%	0.00	0.0%	0.00	0.0%	20.20	6.7%	2206	198.02	9.0%	1006.81	45.6%	38.98			7.78	
San Miguelito																							
Total	4077	1432.00	1432.00	5509	5509	241.36	5.9%	0.00	0.0%	0.00	0.0%	750.80	13.6%	2206	198.02	9.0%	1006.81	45.6%	38.98	237	719.03	1105.00	439.38



Note: Deliveries are in acre-feet. One acre foot = 325, 850 gallons or 43, 560 cubic feet. Safe yield is 8,730 acre-ft

Lopez Dam Operations	This Month	Year to Date
Lake Elevation (full at 522.37 feet)	463.91	
Storage (full at 49200 acre feet)	12122	
Rainfall	0	12.51
Downstream Release (4200 acre feet/year)	178.92	542.89
Spillage (acre feet)	0	0.00



"Year to Date" is January to present for State water, April to present for Lopez deliveries, and July to present for rainfall.

Comments:

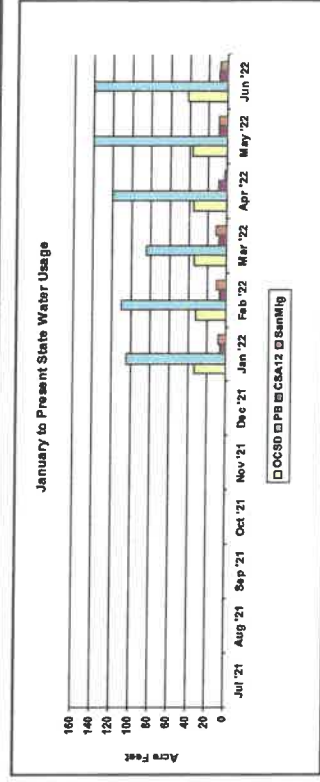
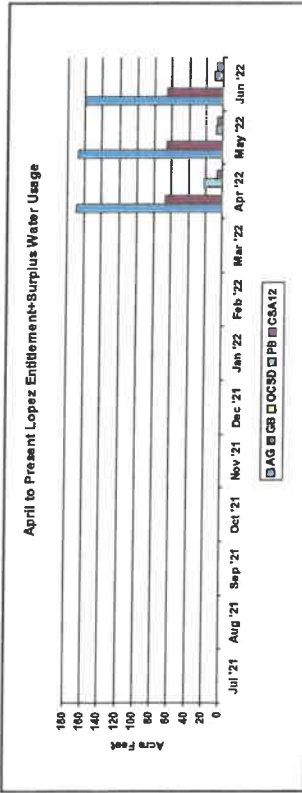
- 1) Oceano supplied water to Canyon Crest via Arroyo Grande's Edna turn out. A total of 2.18 AF delivered to Canyon Crest. was added to Oceano's water usage this month and 2.18 AF was subtracted from Arroyo Grande's usage this month.
- 2) Lopez Water Deliveries are now operated under the Low Reservoir Response Plan (LRRP). In August 2021 TAC requested a 10% entitlement reduction (retroactive to April 2021) in anticipation of reaching the 15,000 AF trigger of the LRRP. Entitlements shown represent a 10% reduction.
- 3) Surplus water shown is actually "Carry Over" water as designated in the LRRP.
- 4) On April 2022, the County presented the Stored State Water minus evaporation losses dating back to the January 1, 2015 water recharacterization. On December 31, 2021 the calculated Stored State Water minus evaporation losses was 659.82 AF. Evaporation losses will be presented annually.

San Luis Obispo County Flood Control and Water District

Zone 3 - Lopez Project - Monthly Operations Report

June, 2022

Contractor	Lopez Water Deliveries										State Water Deliveries									
	This Month					April to Present					This Month			January to Present		Total Water Deliveries This Month				
	Entl.	Surplus Water Declared	Surplus Requested	Total Available Water	Surplus	Entitlement	Usage	%	Surplus	Usage	%	Annual Request	Usage	% of Annual Request	Change in Storage		Usage	% of Annual Request	SWP Deliveries	
Arroyo Grande	1832	742.10	742.10	2574	0.00	495.62	27.1%	0.00	0.0%	0.0%	495.62	19.3%	750	41.74	5.6%	214.14	28.6%	41.74		
Oceano CSD	242.4	102.50	102.50	345	0.00	0.00	0.0%	0.00	0.0%	0.0%	0.00	0.0%	1240	140.00	11.3%	698.91	56.4%	64.96		
Grover Beach	640	204.20	204.20	844	0.00	196.65	30.7%	0.00	0.0%	0.0%	196.65	23.3%	96	8.50	8.9%	45.33	47.2%	149.86		
Pismo Beach	713.6	300.80	300.80	1014	0.00	38.33	5.4%	0.00	0.0%	0.0%	38.33	3.8%	120	7.78	6.5%	48.43	40.4%	16.13		
CSA 12	196	82.40	82.40	278	0.00	20.20	10.3%	0.00	0.0%	0.0%	20.20	7.3%	2206	198.02	9.0%	1006.81	45.6%	7.78		
Total	3624	1432.00	1432.00	5056	0.00	750.80	20.7%	0.00	0.0%	0.0%	750.80	14.8%	Last Month Stored State Water	198.02	9.0%	38.98	45.6%	1105.00	This Month Stored State Water	758.01



Note: Deliveries are in acre-feet. One acre foot = 325, 850 gallons or 43, 560 cubic feet. Safe yield is 8,730 acre-ft

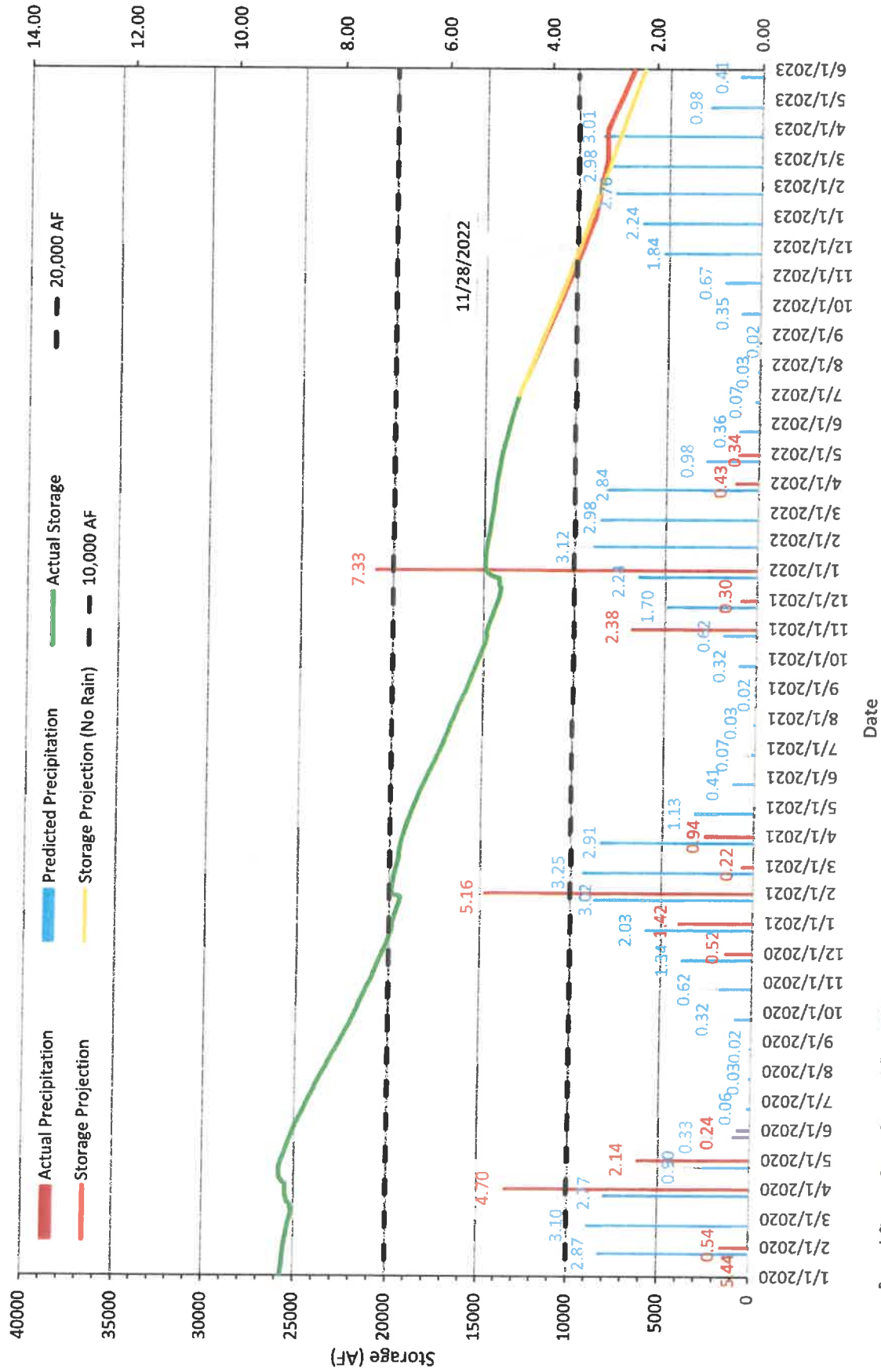
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Rainfall	0	12.51
Downstream Release (4200 acre feet/year)	178.92	542.89
Spillage (acre feet)	0	0.00

Comments:

- Oceano supplied water to Canyon Crest via Arroyo Grande's Edna turn out. A total of 2.18 AF delivered to Canyon Crest was added to Oceano's water usage this month and 2.18 AF was subtracted from Arroyo Grande's usage this month.
- Lopez Water Deliveries are now operated under the Low Reservoir Response Plan (LRRP). In August 2021 TAC requested a 10% entitlement reduction (retroactive to April 2021) in anticipation of reaching the 15,000 AF trigger of the LRRP. Entitlements shown represent a 10% reduction.
- Surplus water shown is actually "Carry Over" water as designated in the LRRP.
- On April 2022, the County presented the Stored State Water minus evaporation losses dating back to the January 1, 2015 water recharacterization. On December 31, 2021 the calculated Stored State Water minus evaporation losses was 659.82 AF. Evaporation losses will be presented annually.

"Year to Date" is January to present for State water, April to present for Lopez deliveries, and July to present for rainfall.

LOPEZ RESERVOIR STORAGE PROJECTION



Reservoir Storage = Current Storage + Inflow - Outflow

Outflow = Agency Usage + Downstream Releases

Agency Usage: is based on 2010-2021 average monthly deliveries

Predicted Inflow: is dependent on the predicted rainfall obtained from longrangeweather.com

Inflow is affected by antecedent soil conditions and factored into the model. Rainstorms will produce less inflow during the dry months than during the rainy season when the soil is saturated.

The model is based on a polynomial regression (concave in shape). Therefore the concave Storage Projection Graph will fall below the linear Storage Projection with No Rain Graph during months of low predicted rainfall."



ZONE 3 Lopez Project

San Luis Obispo County Flood Control and Water Conservation District

TO: Zone 3 Technical Advisory Committee

FROM: David Spiegel, PE

DATE: July 13, 2022

SUBJECT: Zone 3 Projects Update

Project Updates:

- Tesla Battery Storage (No Change)
 - Doing Startup testing to be prepared for PGE approval of plan to operate (PTO)
 - Budget – Free

- Spillway Assessment and Investigation
 - DSOD comments received.
 - Meeting with Consultant to review DSOD comments scheduled for 7/27
 - Remainder of project ~ minimum of \$300,000

- Geotechnical Testing & Seismic Alternatives Study of Terminal Reservoir Dam
 - Negotiating Task 1 Items
 - Budget ~\$500,000

- Lopez WTP Safety Upgrades (No Change)
 - Staff are looking into additional consultants to do a lifeline system within the membrane building.
 - Multiple consultants have reviewed the project, but none have quoted the project.
 - Budget ~\$53,000

- Cathodic Protection Repair Project
 - JDH Corrosion Consultants, Inc. provided 95% drawing set.
 - JDH Corrosion Consultants, Inc. to provide 100% drawing set by the end of the week.
 - Preparing BID documents
 - Submitted encroachment permit applications
 - Obtained authorization from the Board of Supervisors to advertise the project
 - Budget ~\$449,933

- Equipment Storage Building
 - Bid opening on 7/14/2022
 - Budget ~\$90,000



ZONE 3 Lopez Project

San Luis Obispo County Flood Control and Water Conservation District

- CO2 Injection System (No Change)
 - Negotiating Bulk CO2 contract
 - PO issued for equipment
 - Budget ~\$256,000
- Sludge Bed Curtain Wall Rehabilitation (No Change)
 - ~\$50,000 per initial quote

Completed Projects

- Disinfection Alternatives Study
- Fault Zone Risk Assessment for Dam Left Abutment
- Leak at Main Dam outlet works building
- Replacement of Hach Turbidimeter
- Repairs to Terminal Dam Spillway
- Lopez Terminal Dam Monument Survey
- Domestic Tank Repairs
- Lopez Water Treatment Plant Rack 1 Membrane Replacement
- Fault Zone Risk Assessment for Dam Left Abutment



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

June 10, 2022

Mr. John Diodati, Interim Director of Public Works
County of San Luis Obispo

Subject: Advisory Committee Appointments by Oceano CSD

Mr. Diodati,

Based on the By-Laws of the Oceano CSD, changes were recently made which has resulted in an update to the District's advisory committee appointments. The following reflects appointments approved by the Oceano CSD Board of Directors during their regular meeting of June 8, 2022. We are hopeful that these revisions can be approved by the Board of Supervisors in time for the individuals to attend committee meetings and act on behalf of the District as soon as possible.

2022 COMMITTEE ASSIGNMENTS TO COUNTY ADVISORY BOARDS AND COMMITTEES		
Committee	Primary Appointee	Alternate Appointee
Water Resource Advisory Comm. (WRAC)	Linda Austin	Shirley D. Gibson
Regional Water Mgt. Group (RWMG – IRWMP)	Allene Villa	Shirley D. Gibson
Zone 3 (Lopez Water)	Allene Villa	Shirley D. Gibson
State Water Subcontractors	Allene Villa	Shirley D. Gibson

Please let me know if you have any questions.

Sincerely,

Will Clemens
General Manager

Lopez Water - Estimated Supplies Under the LRRP for 2022/2023

LRRP Water Accounts Water Year 21-22		Estimated LRRP Water Accounts Water Year 22-23									
Contractor	A Entitlement (less 10%)	B Carry Over	C Total Available	D Est. Entitlement Deliveries	E Est. Carryover Deliveries	F Unused Carryover in 21- 22	G Carryover Adj. for Evap. and available in 21- 22	H Unused Entitlement in 21-22 (new carry over)	I Entitlement (less 10%)	J G+H+I Total Available at trigger of 15,000 AF	K Total Available at trigger of 10,000 AF
Arroyo Grande	2,061	807	2,868	2,113	0	881	859	-52	2,061	2,868	2,539
Pismo Beach ²	803	314	1,117	55	0	505	492	748	803	2,043	1,954
Grover Beach	720	282	1,002	789	0	331	323	0	720	1,043	963
Oceano CSD	273	107	380	0	0	459	447	273	273	993	962
CSA 12	221	86	307	68	0	289	282	153	221	655	630
Sub Totals	4,077	1,596	5,673	3,025	0	2,465	2,402	1,121	4,078	7,601	7,147
Downstream	0			3,033				0	0	3,800	1,026
Total	4,077			6,058				1,121	4,078	11,401	8,173

Calculations

Columns A-C = LRRP method adopted by Board of Supervisors on 12.16.2014

Column F (Unused Carryover) = Column B (Carryover available) - Column E (est. Carryover deliveries)

Column G = Column F less adjustment of 101.5 AF of evaporation based on monthly evaporation and prorated by each agency's unused carryover from 15-16

Column H = Column A - Column D

Column J (Total available at 15,000) is the sum of the agency's entitlement plus old carry-over adjusted for evaporation (column F) and new carryover (column G)

Column K (Total available at 10,000) is the sum of 80% of the agency's entitlement plus old carry-over adjusted for evaporation (column F) and new carryover (column G)



ZONE 3 ADVISORY COMMITTEE

San Luis Obispo County Flood Control and Water Conservation District

SPECIAL MEETING AGENDA

Thursday, August 11, 2022 6:30 P.M.
City of Grover Beach Council Chambers
154 S. Eighth Street, Grover Beach, California 93433

I. CALL TO ORDER AND ROLL CALL

II. PUBLIC COMMENT

This is an opportunity for members of the public to address the Committee on items that are not on the Agenda

III. INFORMATION ITEMS

A. Sample Resolution for Virtual Meetings – [Attachment 1](#)

IV. ACTION ITEMS (No Subsequent Board of Supervisors Action Required)

A. Motion to approve virtual meetings

V. ACTION ITEMS (Board of Supervisors Action is Subsequently Required)

A. Motion to endorse the execution of Amended and Restated Water Supply Contracts between with the San Luis Obispo County Flood Control and Water Conservation District (District) and the Zone 3 Contractors (Contractors) and adoption of the associated Negative Declaration – [Attachment 2](#)

VI. COMMITTEE MEMBER COMMENTS

Next Regular Meeting is Tentatively Scheduled for
September 15, 2022 at 6:30 PM at City of Grover Beach Council Chambers
Agendas accessible online at SLOCountyWater.org

In The **ZONE 3 ADVISORY COMMITTEE**
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

PRESENT: _____ day _____, 2022

ABSENT:

RESOLUTION NO. 2022-XX

**A RESOLUTION OF THE ZONE 3 ADVISORY COMMITTEE ACKNOWLEDGING
GOVERNOR NEWSOM'S PROCLAMATION OF A STATE OF EMERGENCY AND AUTHORIZING
MEETINGS BY TELECONFERENCE FOR A PERIOD OF
THIRTY DAYS PURSUANT TO THE RALPH M. BROWN ACT**

The following Resolution is now offered and read:

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code Section 54950 *et seq.* (the "Brown Act"), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 1, 2021, the San Luis Obispo County Health Officer issued Order Number 6, requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta Variant; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), allowing legislative bodies subject to the Brown Act to continue meeting by teleconference if the legislative body determines that meeting in person would present imminent risks to the

health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and

WHEREAS, California Department of Public Health and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

WHEREAS, the CDC has established a “Community Transmission” metric with 4 tiers designed to reflect a community’s COVID-19 case rate and percent positivity; and

WHEREAS, the County of San Luis Obispo currently has a Community Transmission metric of “medium”; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Zone 3 Advisory Committee (Zone 3 AC) deems it necessary to find holding in person meetings would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Zone 3 AC that:

1. The recitals set forth above are true and correct.
2. The Proclamation of State of Emergency in response to the COVID-19 pandemic issued by Governor Newsom on March 4, 2020, remains in effect.
3. Based on the recitals above, the Zone 3 AC finds that meeting in person would present imminent risks to the health or safety of attendees.
4. Staff is directed to return at the next regularly scheduled meeting with an item for the Zone 3 AC to consider making the findings required by AB 361 to continue meeting under its provisions.

Upon motion of Member _____, seconded by Member _____,
and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted.

Chair Person
Zone 3 Advisory Committee

ATTEST:

David Spiegel
Secretary of the Zone 3 Advisory Committee

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Dated: _____



COUNTY OF SAN LUIS OBISPO
Department of Public Works
John Diodati, *Director*

August 11, 2022

TO: Flood Control Zone 3 Advisory Committee

FROM: Jill Ogren, Public Works -Utilities Division Engineer

SUBJECT: Zone 3 Amended and Restated Water Supply Contract – Advisory Committee Endorsement

Recommendation

It is recommended that the Zone 3 Advisory Committee endorse the execution of Amended and Restated Water Supply Contracts between with the San Luis Obispo County Flood Control and Water Conservation District (District) and the Zone 3 Contractors (Contractors) and adoption of the associated Negative Declaration pursuant to Section 21000 et seq. of the California Public Resources Code (CEQA).

Discussion

At the end of the last drought in 2017, the Contractors initiated a project (approved by your committee in September 2019) to evaluate potential changes to the current contracts that would provide the Contractors with individual storage rights and improve management of the Lopez Water Supply and System. The project has culminated in an Amended and Restated Water Supply Contract that is now ready for execution by the District and Contractors. In addition, in March of 2022, an opportunity to refinance the bonds associated with the completed seismic remediation project was identified that necessitated further changes to the current contracts. The proposed contract provisions will equip the Contractors with the following management tools:

- Provide ability for each Contractor to store their unused Entitlement Water or Surplus Water for future droughts or water supply emergencies
- Improve flexibility of multi-year water resource planning
- Allow for enhanced conjunctive use or water supply portfolio management
- Provide incentive for Contractors who are also State Water Sub-Contractors to import State Water and preserve water in Lopez Reservoir
- Meet the current requirements for re-financing of the bonds associated with the completed Seismic Remediation Project

Significant Revisions

The following items were modified in the proposed Contract to incorporate language to allow Contractor storage rights, re-financing of the Seismic Retrofit bonds, as well as clarify and modernize the terminology of the Contracts and several of their basic provisions:

- Individual Contractor storage - added (Articles 4, 7, 9, 15, 21)
- Surplus Water cost calculations - modified (Article 4)
- Storage of State Water Project Water through in-lieu exchange - added (Article 7)
- Evaporation losses associated with stored water - added (Article 7)
- Address downstream release obligations - modified (Articles 4, 7, 17)
- Spill provisions for stored water - added (Articles 4, 7)
- Turnout delivery capacity limitations - modified (Article 9)
- Variable Charges calculation changes - modified (Article 14)
- Bond re-financing legal language - Added (Article 34)

Environmental Considerations

As required by the California Environmental Quality Act (CEQA), all discretionary projects carried out by the District are reviewed to identify, avoid, reduce, and mitigate any potential environmental impacts. The Negative Declaration (ND) for this project was prepared by District Environmental Division staff with review and approval by the Environmental Division Manager (Attachment). The ND determined that the proposed project will not have a significant effect on the environment and that no mitigation measures are required. The District is considered the CEQA Lead Agency and will need to adopt the ND. Each of the Zone 3 Contractors is considered a responsible Agency and must consider the ND in its determination.

OTHER AGENCY INVOLVEMENT

The Amended and Restated Water Supply Contracts were developed and reviewed by a sub-committee of the Zone 3 Technical Advisory Committee, consultants, County Public Works staff, County Counsel, legal counsels of the Contractors, financial consultants, and bond counsel.

EXECUTION/APPROVAL PROCESS

Attached is a template of the Amended and Restated Water Supply Contract for your committee's endorsement. Each Contractor's specific Water Supply Contract will be substantially the same except for entitlement amounts and delivery locations which are unique to each Contractor.

At a regularly scheduled meeting, the Board of Supervisor's acting as the governing body of the District, will consider a resolution to approve and authorize execution of Amended and Restated Water Supply Contracts with each of the Zone 3 Contractors and adopt a Negative Declaration pursuant to Section 21000 et seq. of the California Public Resources Code (CEQA). Following the Board of Supervisors actions, each Contractor will then take the partially executed contract to their respective governing boards for full execution and adoption of the ND.

Attachments:

Amended and Restated Water Supply Contract Template

BEFORE THE BOARD OF SUPERVISORS

of the

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

_____ day _____, 2022

PRESENT: Supervisors

ABSENT:

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF AMENDED AND RESTATED WATER SUPPLY CONTRACTS WITH THE ZONE 3 CONTRACTORS AND ADOPTING A NEGATIVE DECLARATION PURSUANT TO PUBLIC RESOURCES CODE SECTION 21000 ET SEQ. (CEQA)

The following Resolution is now offered and read:

WHEREAS, the San Luis Obispo County Flood Control and Water Conservation District (District) Zone 3 Contractors (Contractors) receive water entitlements from Lopez Reservoir via individual but substantially identical Water Supply Contracts (Contracts) with the District that were originally executed in 1966 and subsequently amended and restated; and

WHEREAS, the Contractors wish to again restate and amend the Contracts to provide storage rights for each of the Contractors to store their unused entitlement, surplus water and State Water Project Water year over year in Lopez Reservoir and to permit the refunding of the bonds associated with the completed Lopez Dam Seismic Retrofit Project in order to reduce the costs of debt service (which purposes may advance on a similar schedule or on different schedules); and

WHEREAS, providing storage rights allows for flexibility of multi-year water resource planning and enhanced water supply portfolio management for the Contractors; and

WHEREAS, the proposed Amended and Restated Contracts continue to make clear that legally required water releases, including, without limitation, releases pursuant to any Habitat Conservation Plan, shall have first priority when the District is distributing Lopez Reservoir water; and

WHEREAS, Environmental Division staff prepared a Negative Declaration for the proposed Amended and Restated Contracts (Project) which was approved by the Environmental Division Manager and which concludes that the Project will not have a significant effect on the environment and that no mitigation measures are required; and

WHEREAS, prior to commencement of preparation of the Negative Declaration, staff conducted early consultation with potentially affected local, State and Federal agencies, Native American groups and other potentially interested parties but no substantive comments were received; and

WHEREAS, notice of intent to adopt the proposed Negative Declaration was also published in a local newspaper and circulated to the relevant, local, State and Federal agencies through the State Clearinghouse and by mail and the thirty (30) day review period for the Project ended on February 28, 2022; the only comments received were from the County of San Luis Obispo Department of Parks and Recreation opining that the Project would have potential net benefits for recreational use; and

WHEREAS, the form of the Amended and Restated Contracts and the Negative Declaration have been presented to and considered at this meeting of the Board of Supervisors together with a summary of all comments received during the public review process; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California acting as the governing board of the San Luis Obispo County Flood Control and Water Conservation District, as follows:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Approval of Amended and Restated Water Supply Contracts. The Amended and Restated Water Supply Contracts substantially in the form presented to and considered during this meeting of the Board of Supervisors are hereby approved. Any one of the Chairperson or Vice Chairperson of said Board, and each of them (collectively, the Authorized Officers) is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver an Amended and Restated Water Supply Contract on substantially similar terms to each Contractor, with such insertions and changes as may be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery provided that said Amended and Restated Water Supply Contract is approved as to form and legal effect by County Counsel. To accommodate the possibility of financing purposes proceeding on a different schedule than water storage purposes reflected in the form of the Amended and Restated Water Supply Contracts, the amendments contemplated in the form of the Amended and Restated Water Supply Contracts related to financing matters may instead be effected under a separate amendment document with each Contractor which the Board of Supervisors hereby approves and authorizes the Authorized Officer to execute and deliver, with such changes therein as the Authorized Officer shall approve, subject to prior approval of such changes by County Counsel, such approval to be conclusively established by the execution and delivery thereof by the Authorized Officer.

Section 3. Negative Declaration. The Board of Supervisors reviewed and considered the information contained in the Negative Declaration and the whole record and finds that there is no substantial evidence that the Project will have a significant effect on the environment, that the Negative Declaration reflects the lead agency's independent judgment and analysis, and hereby adopts the Negative Declaration.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

Upon motion of Supervisor _____, seconded by Supervisor _____
and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing resolution is hereby adopted on the ___ day of _____, 20__.

Chairperson of the Board of Supervisors

ATTEST:

WADE HORTON
Ex-Officio Clerk of the Board of Supervisors

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: July 29, 2022

L:\Utilities\2022_Resolutions\Zone 3 Amended Contracts rsl.docx

RESIDENT ENGINEER'S DAILY REPORT
ASSISTANT RESIDENT ENGINEER'S DAILY REPORT
 CEM-4601 (Mod. 6/2011)

Report No: 25	Date: 7/11/2022	M T W T F S Su (Select Day)
Shift Hours: 8 Start: 7:00AM Stop: 3:30PM	Temperature Min: 54 Max: 66	

BI #13 - Yard Piping (6" SSFM & 4" ODR Piping)

Hartzell was installing the 6" SSFM from the Duplex Bypass Pump skid and across the MBR pad. The pipe will not be pressure tested until the following week to allow Electricraft to complete their work later this week. Following the SSFM installation, Hartzell will be moving to the installation of the 4" ODR piping.



BI #7 - Ground Improvements

Keller's settlement monitoring sub, Geo-Instruments, was onsite removing all monitoring equipment from the jobsite

SIGNATURE	TITLE
Matt Scholfield	Resident Engineer



CANNON CONSTRUCTION MANAGEMENT DIVISION

Avila Beach CSD
 WWTP Improvement Project
 Cannon No. 211211

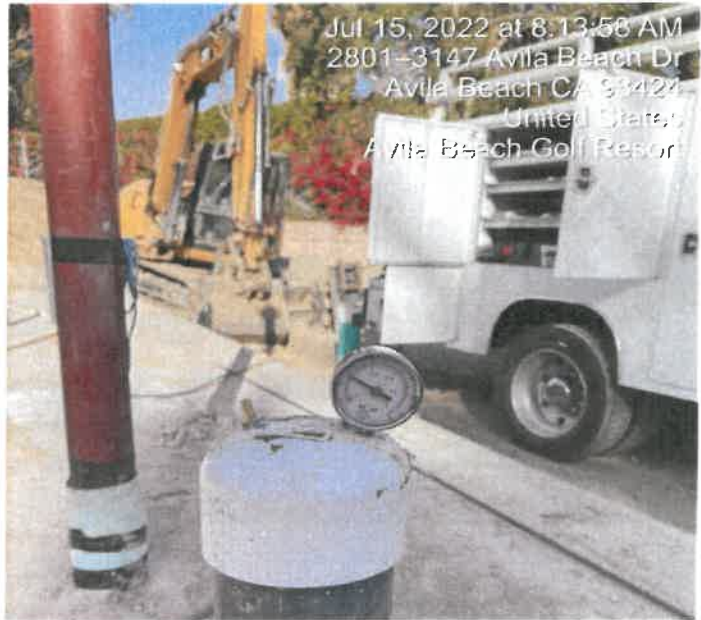
**RESIDENT ENGINEER'S DAILY REPORT
 ASSISTANT RESIDENT ENGINEER'S DAILY REPORT**

CEM-4601 (Mod. 6/2011)

Report No: 26	Date: 7/15/2022 M T W T F S Su (Select Day)
Shift Hours: 8 Start: 7:00AM Stop: 3:30PM	Temperature Min: 54 Max: 66

BI #13 - Yard Piping (Testing of 4" ODR Piping)

Hartzell completed the installation and backfill of the 4" ODR piping yesterday, 7/14/22. Low pressure air testing was conducted at 3psi for 5 minutes the morning of 7/15/22. I was onsite to witness the test, no loss of pressure was noted for the duration of the test.



BI #20 - Electrical

Hartzell excavating trenches for conduit installation. Electricraft schedule for Monday 7/18/22 to continue conduit installation. Backfill to occur the same afternoon or the following day (7/19/22).

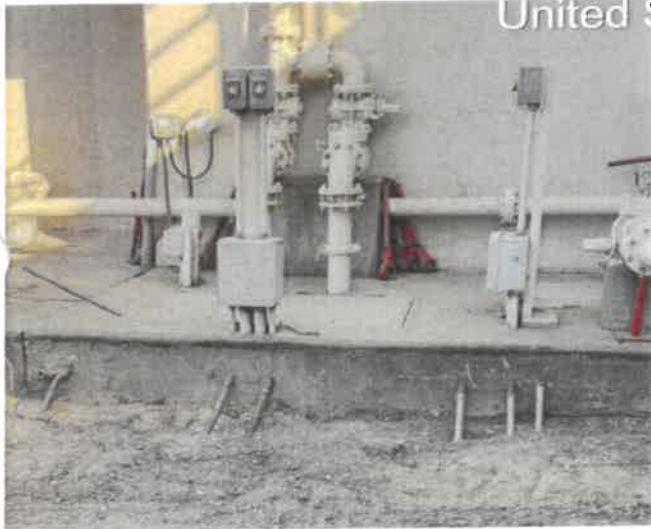
SIGNATURE Matt Scholfield	TITLE Resident Engineer
------------------------------	----------------------------

RESIDENT ENGINEER'S DAILY REPORT
ASSISTANT RESIDENT ENGINEER'S DAILY REPORT
 CEM-4601 (Mod. 6/2011)

Report No: 26	Date: 7/15/2022 M T W T F S Su (Select Day)
Shift Hours: 8 Start: 7:00AM Stop: 3:30PM	Temperature Min: 54 Max: 66

General

Hartzell notified me yesterday of the following shallow existing conduits found during their excavation work the previous day, which they stated slowed their production. Based on the future cover of the existing conduits, Wallace Group was notified and asked if slurry backfill or other protection would be required.



Piping previously installed to the duplex equalization pump.

SIGNATURE Matt Scholfield	TITLE Resident Engineer
------------------------------	----------------------------



CANNON CONSTRUCTION MANAGEMENT DIVISION

Avila Beach CSD
WWTP Improvement Project
Canon No. 211211

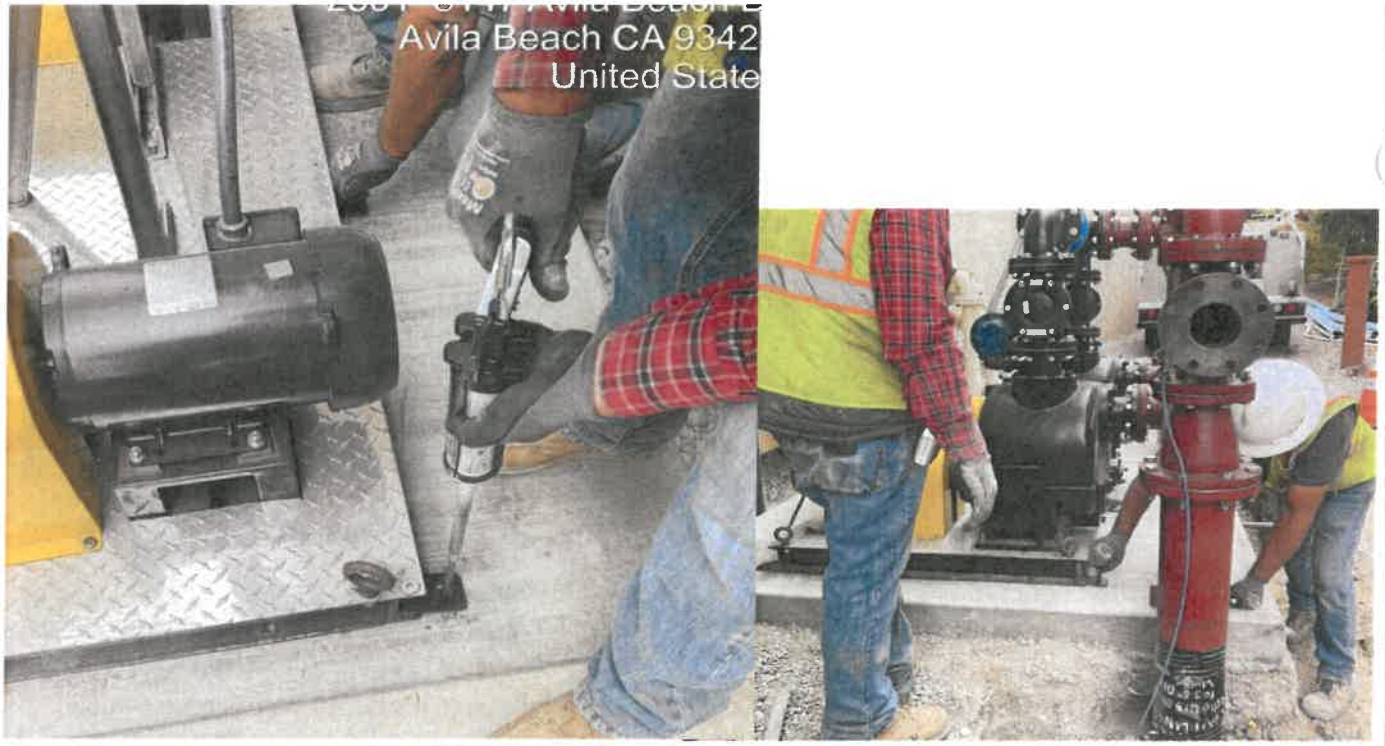
RESIDENT ENGINEER'S DAILY REPORT
ASSISTANT RESIDENT ENGINEER'S DAILY REPORT

CEM-4601 (Mod. 6/2011)

Report No: 27	Date: 7/18/2022 M T W T F S Su (Select Day)
Shift Hours: 8 Start: 7:00AM Stop: 3:30PM	Temperature Min: 55 Max: 67

BI #21 - Connections to Pre-Purchased Equipment (Epoxy Anchors)

Hartzell was install the drill and bond epoxy anchors at the Duplex Bypass and Duplex Equalization Pump Skids. 316SS hardware was utilized with 6" of embedment along with Simpson Set-XP epoxy. The installation was witnessed by myself for sufficient depth, cleaning of the drilled holes, and installation of the epoxy anchor.



SIGNATURE

Matt Scholfield

TITLE

Resident Engineer



CANNON CONSTRUCTION MANAGEMENT DIVISION

Avila Beach CSD
 WWTP Improvement Project
 Cannon No. 211211

**RESIDENT ENGINEER'S DAILY REPORT
 ASSISTANT RESIDENT ENGINEER'S DAILY REPORT**

CEM-4601 (Mod. 6/2011)

Report No: 27	Date: 7/18/2022 M T W T F S Su (Select Day)
Shift Hours: 8 Start: 7:00AM Stop: 3:30PM	Temperature Min: 55 Max: 67

BI #20 - Electrical

Hartzell completed a portion of the remaining ductbank excavation while Electricraft installed conduit in the previous completed ductbank. Backfill was scheduled to commence in the afternoon, pending progress by Electricraft and would likely continue into tomorrow.



SIGNATURE

Matt Scholfield

TITLE

Resident Engineer



y 21, 2022

Avila Beach Community Services District
100 San Luis Street
Avila Beach, CA 93424

**SUBJECT: June 2022 MONTHLY FACILITY REPORT FOR THE AVILA BEACH COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT, WATER SYSTEM, AND COLLECTION SYSTEM**

WASTEWATER TREATMENT PLANT

Areas within the wastewater plant that are known to accumulate solids continue to be manually cleaned on a regular basis. The Chlorine Contact Chamber floor is vacuumed out on a weekly basis. These solids, if left to decompose, can have a negative effect on the effluent quality leaving the facility.

Staff responded to a power outage; staff was onsite to ensure the plant and lift station was functioning properly.

Staff had a callout emergency; turned out to be the FFR drive, and the pump needed to be replaced. Staff used the spare equipment onsite to make repairs.

WATER SYSTEM

The small water storage tank continues to be used as standby, with FRM staff monitoring the water quality in the tank and flushing as needed. FRM Staff continues to monitor the chlorine residuals and provide additional chlorine as needed. Staff has been performing distribution flushing on an as-needed basis.

COMPLIANCE RECORD AND PLANT PERFORMANCE

Staff compiled the data to complete the monthly Self-Monitoring Report and Discharge Monitoring Report in California Integrated Water Quality System (CIWQS). Once approved, the reports are uploaded into CIWQS and certified by ABCSD Staff.

Plant Design for Influent BOD is 270 mg/L. The permit limit for Effluent TSS and BOD is a Monthly Average of 40 mg/L with a Daily Maximum of 90 mg/L.

Water tank 12" valve was leaky badly, so staff went to the site to repair and stop the leak.

Sincerely,

FLUID RESOURCE MANAGEMENT

ATTACHMENTS

- Self-Monitoring Report
- ABCSD Average Daily WWTP Effluent Flow (2020-2022)
- ABCSD Monthly Total WWTP Effluent Flow (2020-2022)
- Port San Luis Monthly Total Flow (2020-2022)
- Monthly Average Influent BOD (2020-2022)
- Monthly Average Effluent BOD (2020-2022)
- Monthly Water Purchased from Lopez (2020-2022)
- ABCSD Monthly Water Sold (2020-2022)



Avila Beach CSD Wastewater Treatment Facility

Monthly report due last day of following month
Annual report due January 30

Month: JUNE 2022

Date	Daily Flow (MGD)			Effluent Monitoring		
	Total	Max (gpm)	Avg (gpm)	Biweekly Total Coliform	Biweekly Fecal Coliform	Daily Chlorine Residual
1	0.039486	59	27			<0.02
2	0.039708	75	28	<2	<2	<0.02
3	0.049860	74	35			<0.02
4	0.058527	81	41			<0.02
5	0.059027	85	41			<0.02
6	0.046971	79	33			<0.02
7	0.041169	68	29	4	<2	<0.02
8	0.040446	64	28			<0.02
9	0.042901	75	30	<2	<2	<0.02
10	0.053450	81	37			<0.02
11	0.066063	88	46			<0.02
12	0.064284	85	45			<0.02
13	0.049375	86	34			<0.02
14	0.047324	76	35	2	<2	<0.02
15	0.047172	114	36			<0.02
16	0.050453	67	35	2	<2	<0.02
17	0.057744	121	40			<0.02
18	0.064532	132	45			<0.02
19	0.063088	96	44			<0.02
20	0.053537	96	37			<0.02
21	0.049405	68	34	46	<2	<0.02
22	0.045227	72	32			<0.02
23	0.047837	68	33	6	<2	<0.02
24	0.055136	75	38			<0.02
25	0.064957	81	45			<0.02
26	0.067388	81	47			<0.02
27	0.057111	77	39			<0.02
28	0.050779	72	35	<2	<2	<0.02
29	0.050963	72	36			0.06
29	---	---	---			<0.02
30	0.049219	68	34	2	<2	<0.02
31						
Min	0.039486	59	27	<2	<2	<0.02
Mean	0.052438	81	37	6.9	<2	<0.02
Max	0.067388	132	47	46	<2	0.06
Total	1.573139	Effluent daily (dry weather) flow NTE 0.2 MGD (mean).				

Influent Brine Received

Date	Volume (Gallons)
	N/A

Sludge Removal

Date	Gallons
	N/A

Effluent and Influent Monitoring

Date	Biweekly Effluent BOD (24 HC)	Biweekly Effluent TSS (24 HC)	Biweekly Influent BOD (24 HC)	Biweekly Influent TSS (24 HC)	Monthly Effluent Oil & Grease (Grab)
6/2/22	33	24	420	194	
6/5/22	38	20	370	200	
6/9/22	30	16	547	310	2.2 DNQ
6/12/22	34	26	570	438	
6/16/22	26	20	430	340	
6/17/22	31	20	---	---	
6/19/22	26	22	346	292	
6/23/22	24	20	332	244	
6/26/22	43	21	357	396	
6/30/22	21	16	323	246	
Min	21	16	323	194	2.2 DNQ
Mean	30.6	20.5	410.6	295.6	2.2 DNQ
Max	43	26	570	438	2.2 DNQ
BOD Removal: 92.5%			TSS Removal: 93.1%		

Effluent Monitoring

Date	Weekly Set. Solids (Grab)	Weekly Turbidity (Grab)	Weekly pH (Grab)	Weekly Temp °F (Grab)
6/2/22	<0.1	27.4	7.4	68
6/9/22	<0.1	30.5	7.1	72
6/16/22	<0.1	36.3	7.3	73
6/23/22	<0.1	25.3	7.32	72
6/30/22	<0.1	25.0	7.3	72
Min	<0.1	25.0	7.1	68.0
Mean	<0.1	28.9	7.3	71.4
Max	<0.1	36.3	7.4	73.0

Effluent Limits

Parameter	Units	Monthly Avg	Weekly Avg	Daily Max
BOD	mg/L	40	60	90
Suspended Solids	mg/L	40	60	90
Oil and Grease	mg/L	25	40	75
Turbidity	NTU	75	100	225
Total Coliform	MPN/100 mL	7 Sample Median: 23		
		More than once in 30 days: 240		
		Daily Maximum: 2,400		
Chlorine Residual	mg/L	6 Month Median: 0.3		1.2
pH	pH units	Between 6.0 - 9.0		
Settleable Solids	mL/L	1.0	1.5	3.0
BOD/TSS Removal	%	≥ 75%	***	***

I certify under penalty of perjury that the foregoing is true and accurate and that the sampling procedure and analysis used are as specified in the Waste Discharge Order for this facility.

SIGNATURE: _____

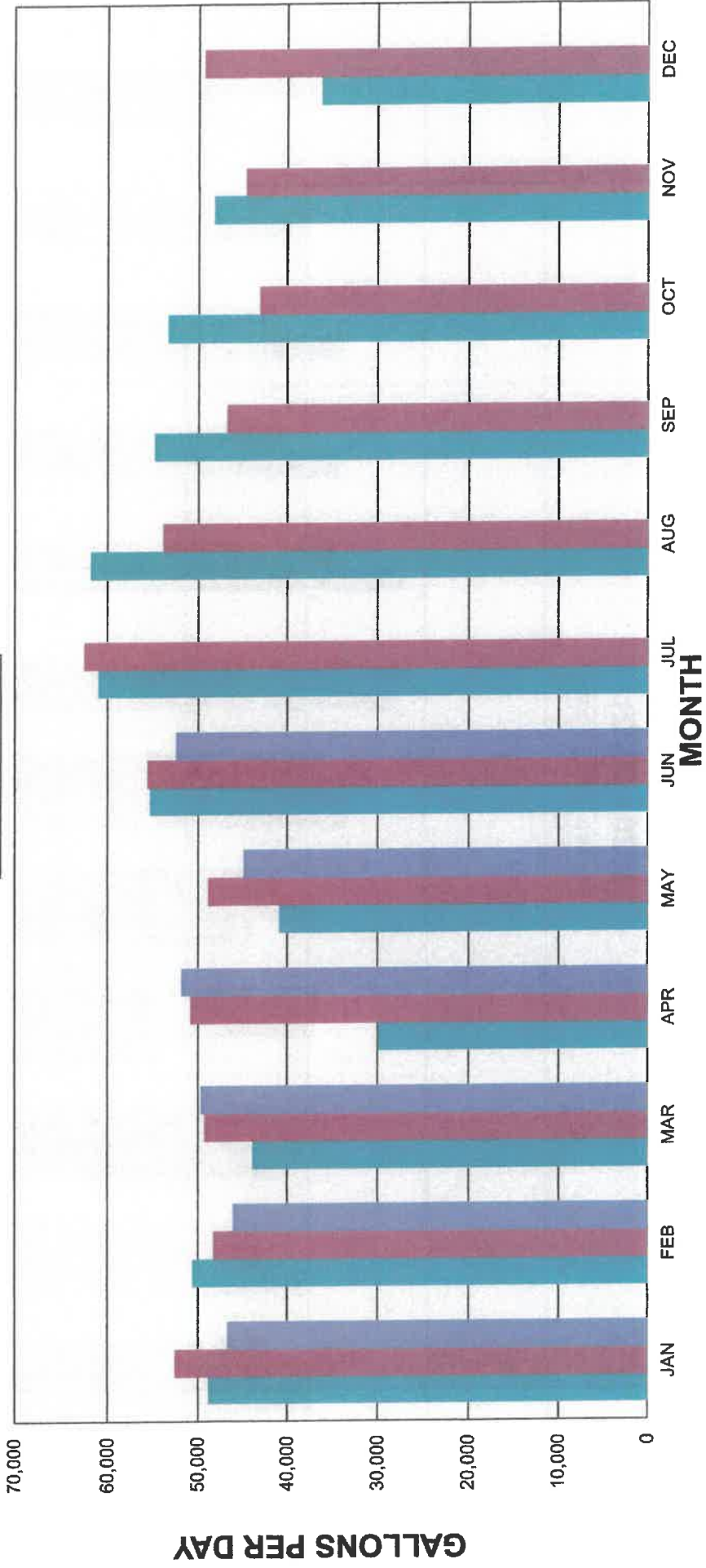
DATE: _____

PRINTED NAME: _____

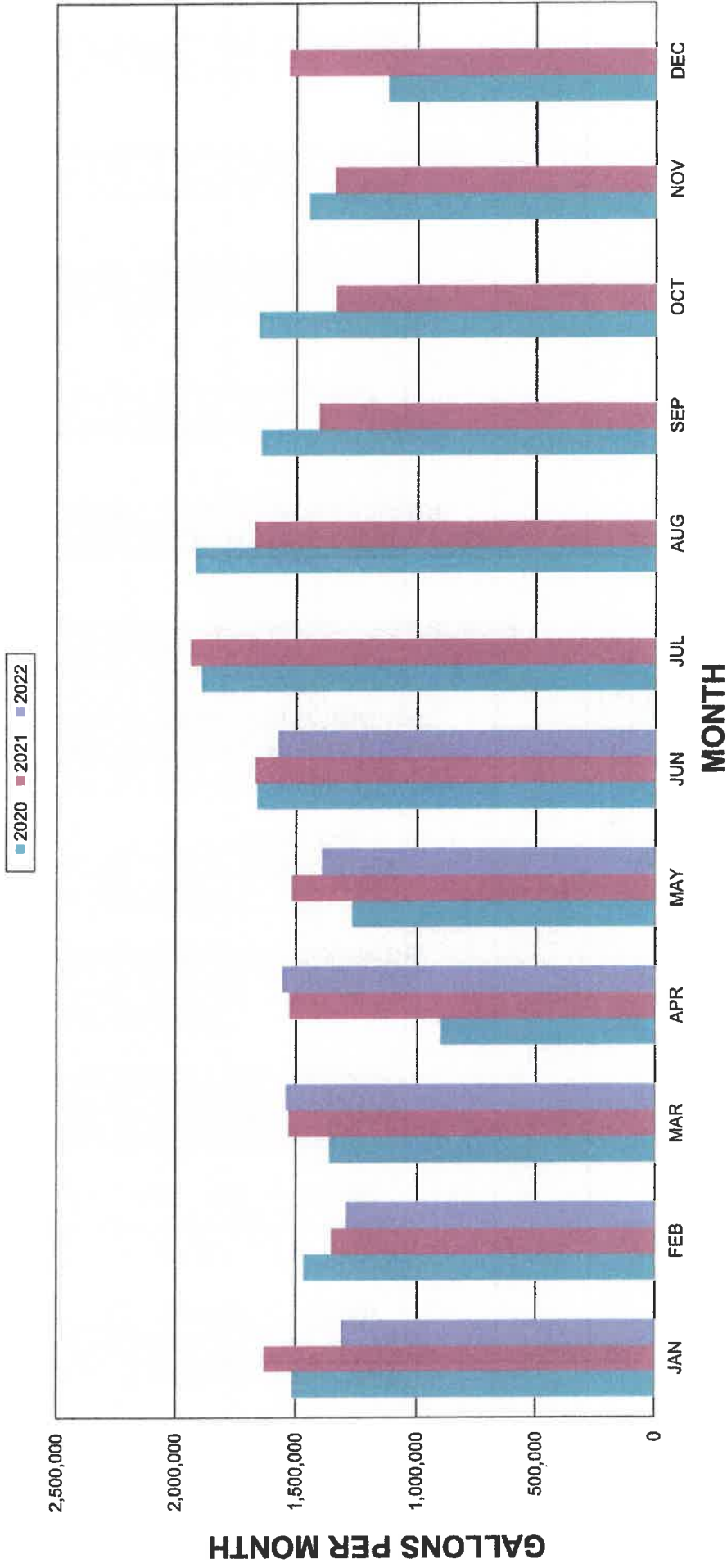
TITLE: _____

ABCSD AVERAGE DAILY WWTP EFFLUENT FLOW (2020 - 2022)

2020 2021 2022

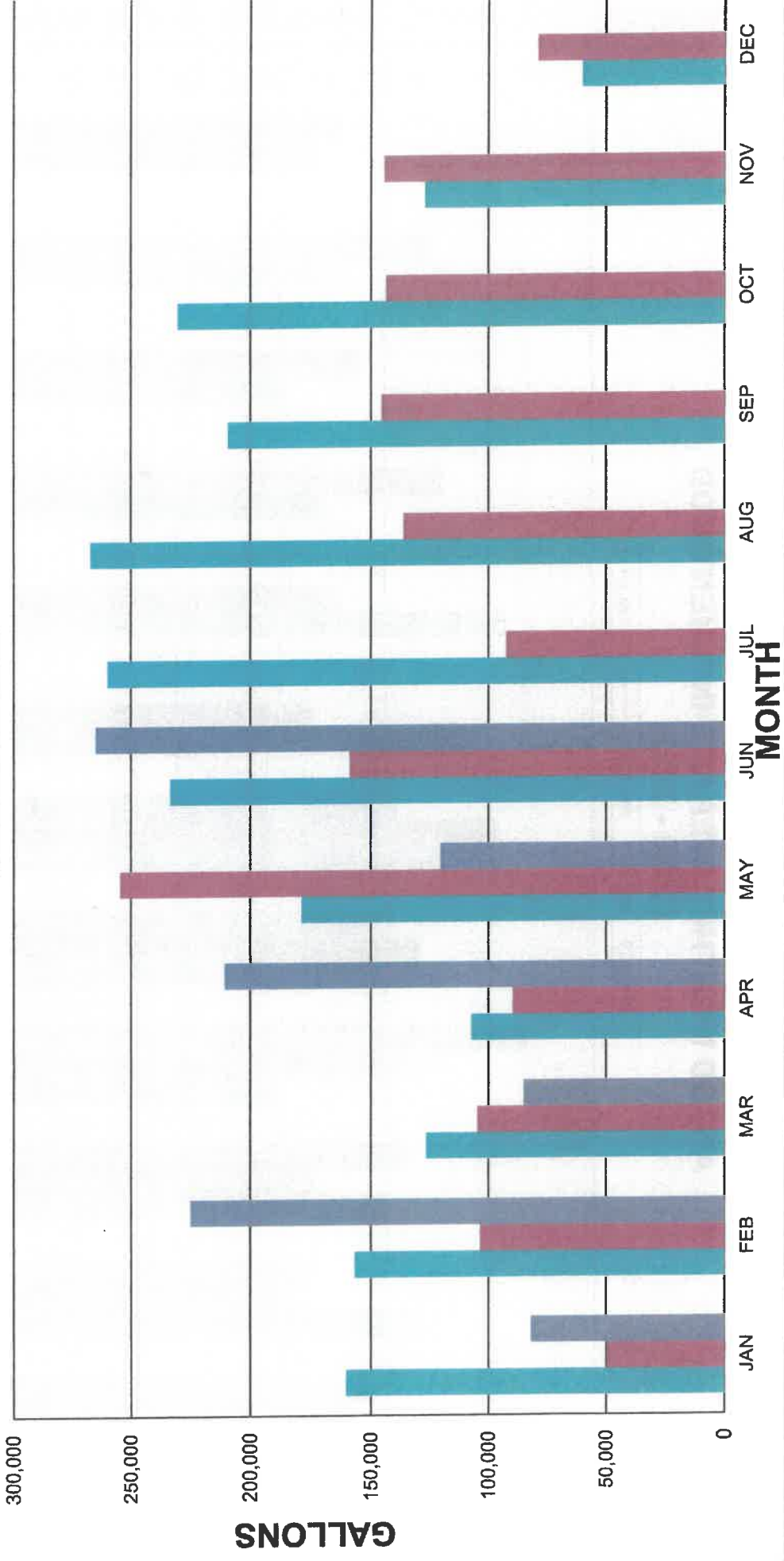


ABCSD MONTHLY TOTAL WWTP EFFLUENT FLOW (2020 - 2022)



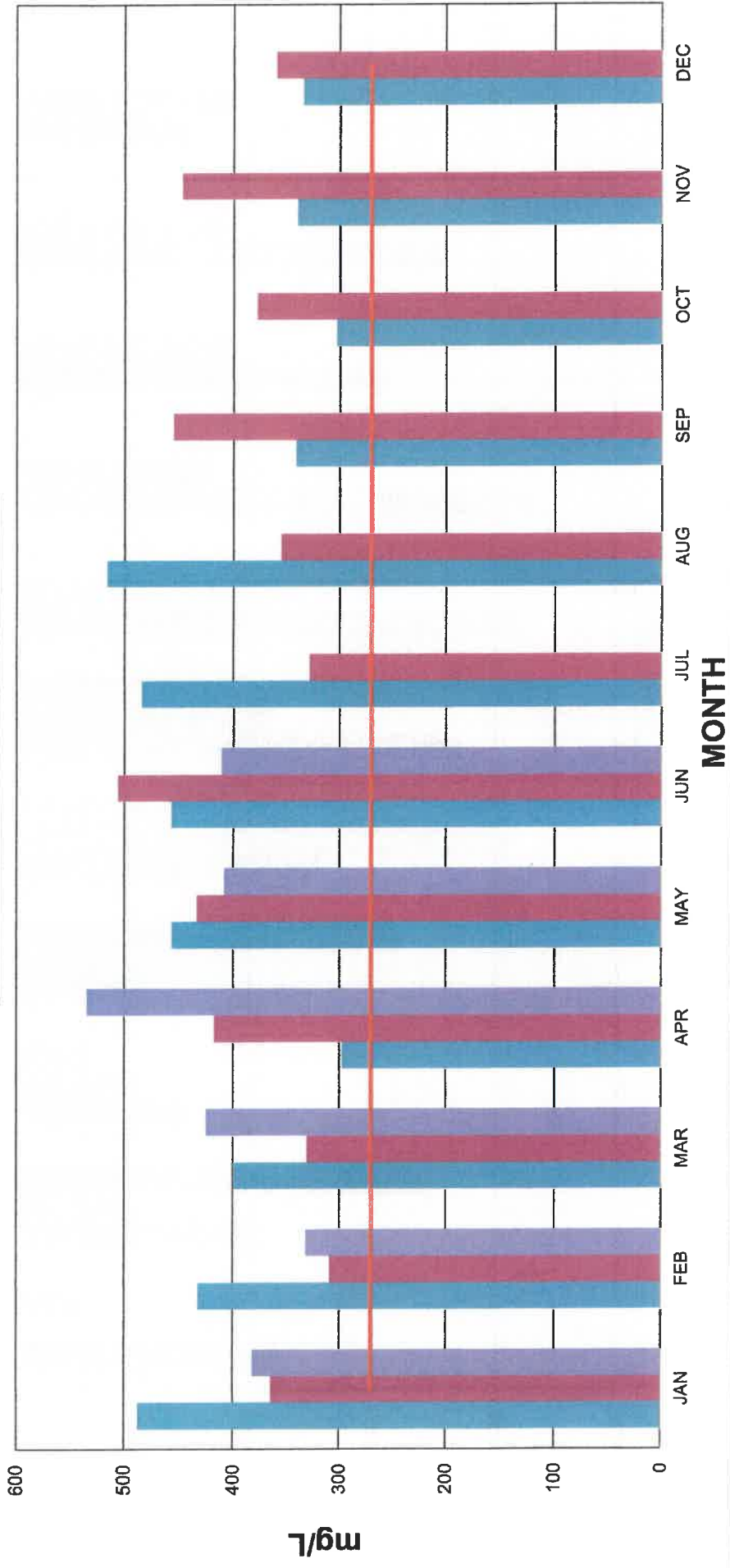
PORT SAN LUIS MONTHLY TOTAL FLOW (2020 - 2022)

■ 2020 ■ 2021 ■ 2022



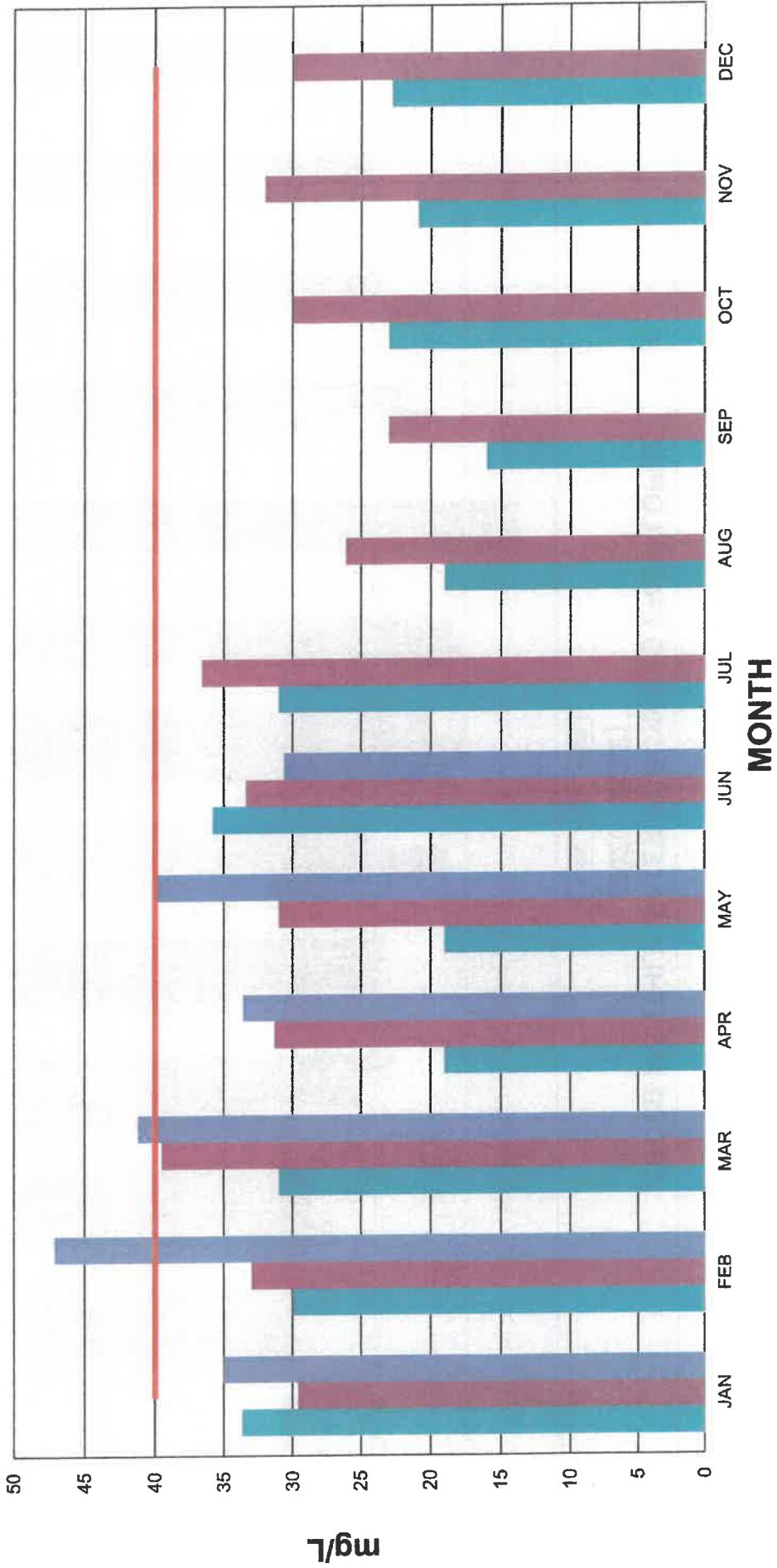
ABCSD MONTHLY AVERAGE INFLUENT BOD (2020 - 2022)

■ 2020
 ■ 2021
 ■ 2022
 — WWTP Design

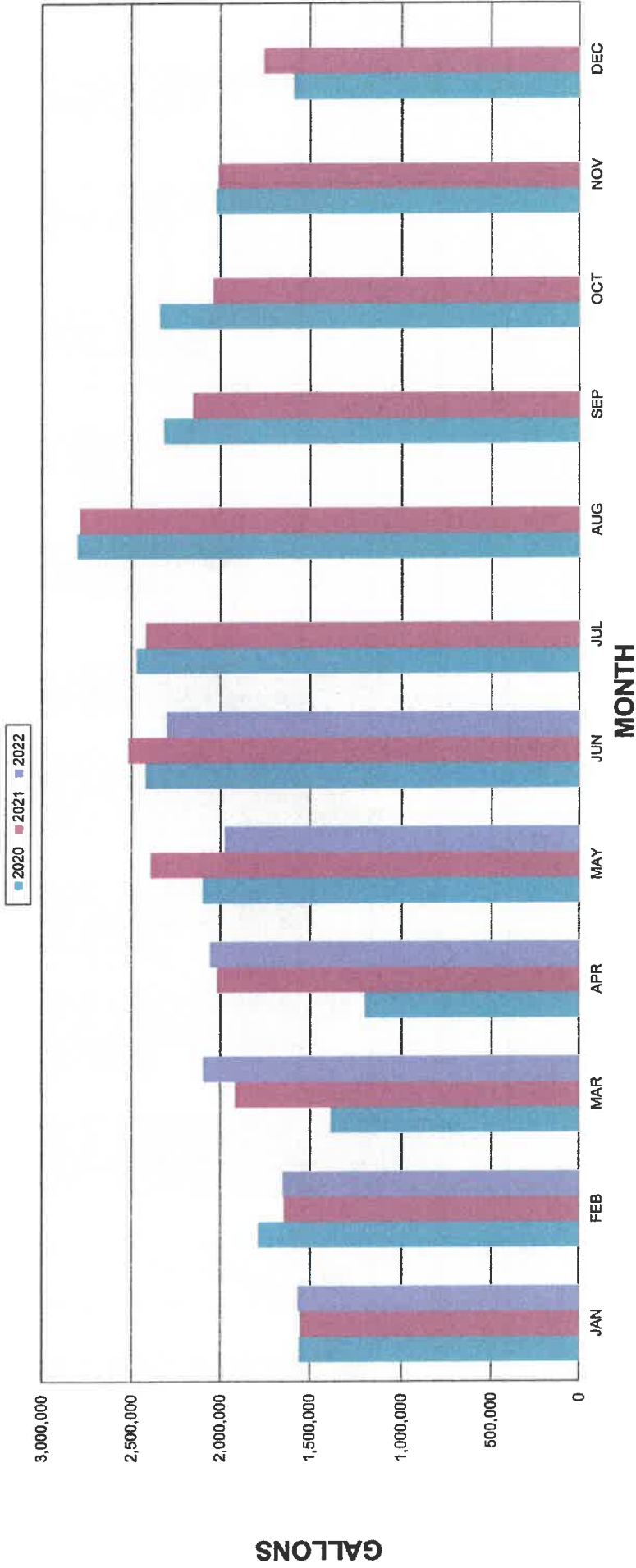


ABCSD MONTHLY AVERAGE EFFLUENT BOD (2020 - 2022)

■ 2020
 ■ 2021
 ■ 2022
 — 30 Day Average Limit

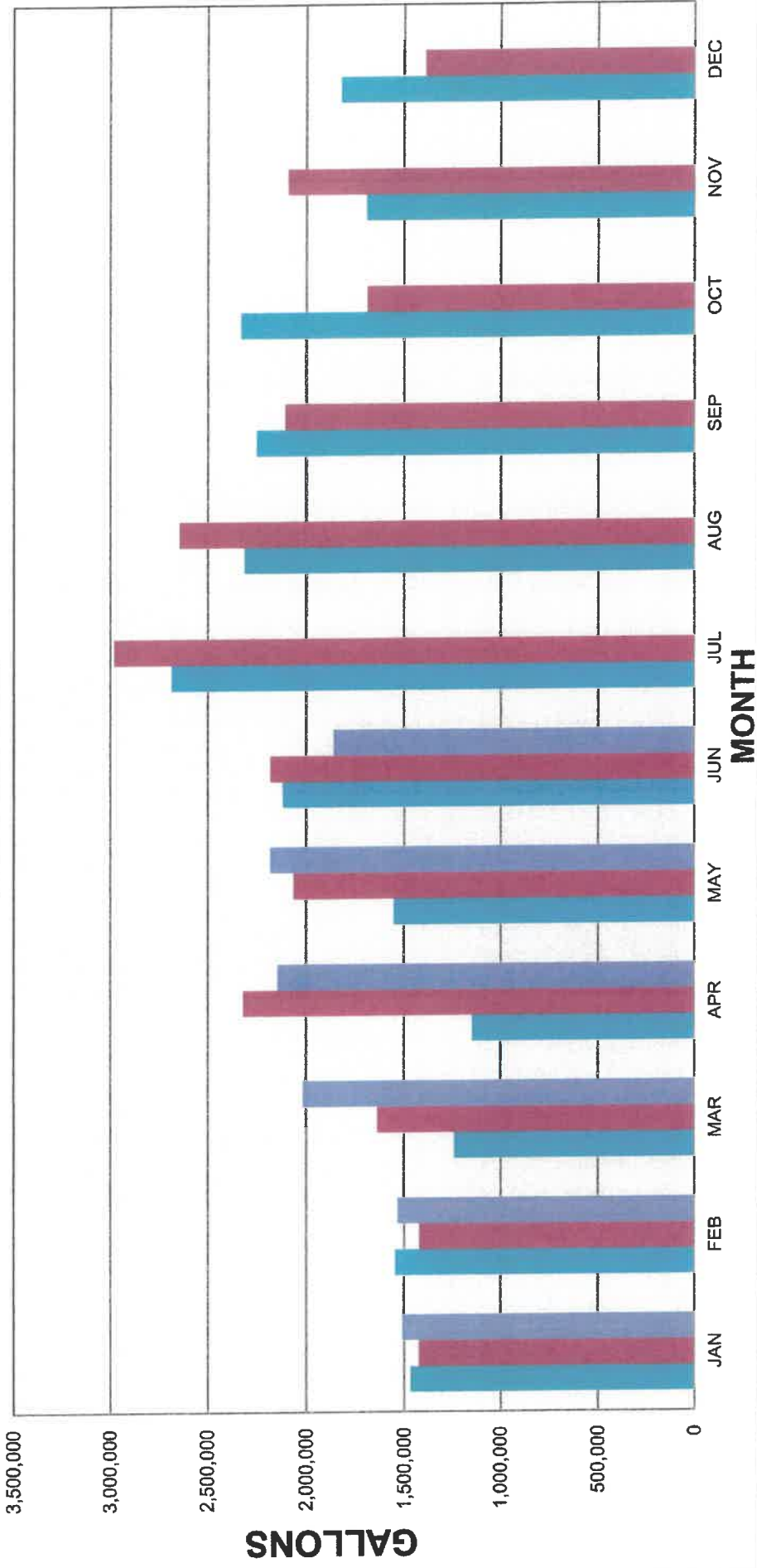


ABCSD MONTHLY WATER PURCHASED FROM LOPEZ (2020 - 2022)



ABCSD MONTHLY WATER SOLD (2020 - 2022)

■ 2020 ■ 2021 ■ 2022





August 3, 2022

Avila Beach Community Services District
100 San Luis Street
Avila Beach, CA 93424

**SUBJECT: JULY 2022 MONTHLY FACILITY REPORT FOR THE AVILA BEACH COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT, WATER SYSTEM, AND COLLECTION SYSTEM**

WASTEWATER TREATMENT PLANT

Areas within the wastewater plant that are known to accumulate solids continue to be manually cleaned on a regular basis. The Chlorine Contact Chamber floor is vacuumed out on a weekly basis. These solids, if left to decompose, can have a negative effect on the effluent quality leaving the facility.

Staff responded to a callout with the influent pump 2 tripping and removed the item. Checked pumps and confirmed everything was in good working order.

The air scrubber exhaust results were greater than 2 ppmv due to the air scrubber media being completely exhausted. We replaced the current 3x3 unit with a larger 4x4 unit that will last over twice the life. (Installation happened on August 2nd)

WATER SYSTEM

The small water storage tank continues to be used as standby, with FRM staff monitoring the water quality in the tank and flushing as needed. FRM Staff continues to monitor the chlorine residuals and provide additional chlorine as needed. Staff has been performing distribution flushing on an as-needed basis.

COMPLIANCE RECORD AND PLANT PERFORMANCE

Staff compiled the data to complete the monthly Self-Monitoring Report and Discharge Monitoring Report in California Integrated Water Quality System (CIWQS). Once approved, the reports are uploaded into CIWQS and certified by ABCSD Staff.

Plant Design for Influent BOD is 270 mg/L. The permit limit for Effluent TSS and BOD is a Monthly Average of 40 mg/L with a Daily Maximum of 90 mg/L.

Sincerely,
FLUID RESOURCE MANAGEMENT

ATTACHMENTS

- Self-Monitoring Report
- ABCSD Average Daily WWTP Effluent Flow (2020-2022)
- ABCSD Monthly Total WWTP Effluent Flow (2020-2022)
- Port San Luis Monthly Total Flow (2020-2022)
- Monthly Average Influent BOD (2020-2022)
- Monthly Average Effluent BOD (2020-2022)
- Monthly Water Purchased from Lopez (2020-2022)
- ABCSD Monthly Water Sold (2020-2022)



Avila Beach CSD Wastewater Treatment Facility

Monthly report due last day of following month
Annual report due January 30

Month: JULY 2022

Effluent and Influent Monitoring

Date	Daily Flow (MGD)			Effluent Monitoring		
	Total	Max (gpm)	Avg (gpm)	Biweekly Total Coliform	Biweekly Fecal Coliform	Daily Chlorine Residual
1	0.053382	77	37			<0.02
2	0.066223	87	46			<0.02
3	0.071869	88	50			<0.02
4	0.065752	77	46			<0.02
5	0.058881	92	41	9	<2	<0.02
6	0.050947	74	35			<0.02
7	0.050577	76	35	4	<2	<0.02
8	0.059891	163	42			<0.02
9	0.070098	83	49			<0.02
10	0.066333	81	46			<0.02
11	0.059396	83	41			<0.02
12	0.05413	73	38	13	<2	<0.02
13	0.060723	81	42			<0.02
14	0.0623	80	43	2	8	<0.02
15	0.066688	81	46			<0.02
16	0.07222	119	50			<0.02
17	0.069315	100	48			<0.02
18	0.060649	73	42			<0.02
19	0.059780	71	41	<2	<2	<0.02
20	0.053577	69	37			<0.02
21	0.056941	67	39	<2	<2	<0.02
22	0.065720	99	46			<0.02
23	0.070870	107	49			<0.02
24	0.065127	110	47			<0.02
25	0.059321	95	41			<0.02
26	0.063980	135	45	<2	<2	<0.02
27	0.068812	134	48			<0.02
28	0.066407	136	46	22	2	<0.02
29	0.042778	119	29			<0.02
30	0.077528	153	54			<0.02
31	0.069341	111	48			
Min	0.042778	67	29	<2	<2	<0.02
Mean	0.062566	96.6	43.4	6.3	1.3	<0.02
Max	0.077528	163	54	13	8	<0.02
Total	1.939560	Effluent daily (dry weather) flow NTE 0.2 MGD (mean).				

Date	Biweekly Effluent BOD (24 HC)	Biweekly Effluent TSS (24 HC)	Biweekly Influent BOD (24 HC)	Biweekly Influent TSS (24 HC)	Monthly Effluent Oil & Grease (Grab)
7/3/22	34	20	393	254	
7/7/22	24	19	269	306	
7/10/22	27	13	462	295	
7/14/22	23	9	398	288	2.7 DNQ
7/17/22	38	31	404	797	
7/21/22	31	25	365	441	
7/24/22	32	28	461	560	
7/28/22	33	30	312	290	
7/31/22					
Min	23	9	269	254	2.7 DNQ
Mean	30.3	21.9	383.0	403.9	2.7 DNQ
Max	38	31	462	797	2.7 DNQ
BOD Removal: 92.1%			TSS Removal: 94.6%		

Effluent Monitoring

Date	Weekly Set. Solids (Grab)	Weekly Turbidity (Grab)	Weekly pH (Grab)	Weekly Temp °F (Grab)
7/7/22	<0.1	35.6	7.2	74
7/14/22	<0.1	20.7	7.2	73
7/21/22	<0.1	30.0	7.3	74
7/28/22	0.1	35.5	7.4	74
Min	<0.1	20.7	7.2	73
Mean	<0.1	30.5	7.3	74
Max	0.1	35.6	7.4	74

Effluent Limits

Parameter	Units	Monthly Avg	Weekly Avg	Daily Max
BOD	mg/L	40	60	90
Suspended Solids	mg/L	40	60	90
Oil and Grease	mg/L	25	40	75
Turbidity	NTU	75	100	225
Total Coliform	MPN/100 mL	7 Sample Median: 23		
		More than once in 30 days: 240		
		Daily Maximum: 2,400		
Chlorine Residual	mg/L	6 Month Median: 0.3		1.2
pH	pH units	Between 6.0 - 9.0		
Settleable Solids	mL/L	1.0	1.5	3.0
BOD/TSS Removal	%	≥ 75%	***	***

I certify under penalty of perjury that the foregoing is true and accurate and that the sampling procedure and analysis used are as specified in the Wastewater Discharge Order for this facility.

Influent Brine Received

Date	Volume (Gallons)
	N/A

Sludge Removal

Date	Gallons
7/6/22	4,500

SIGNATURE: _____

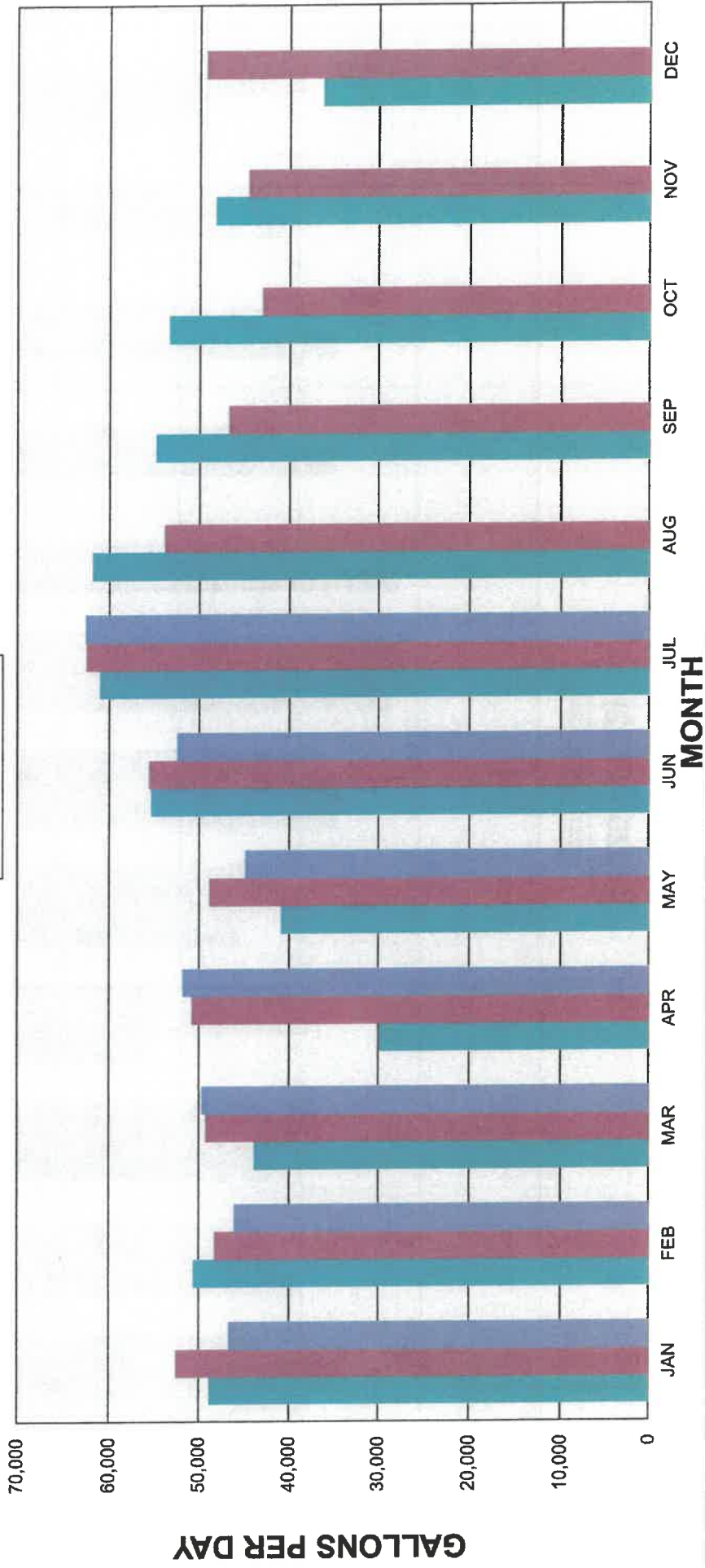
DATE: _____

PRINTED NAME: _____

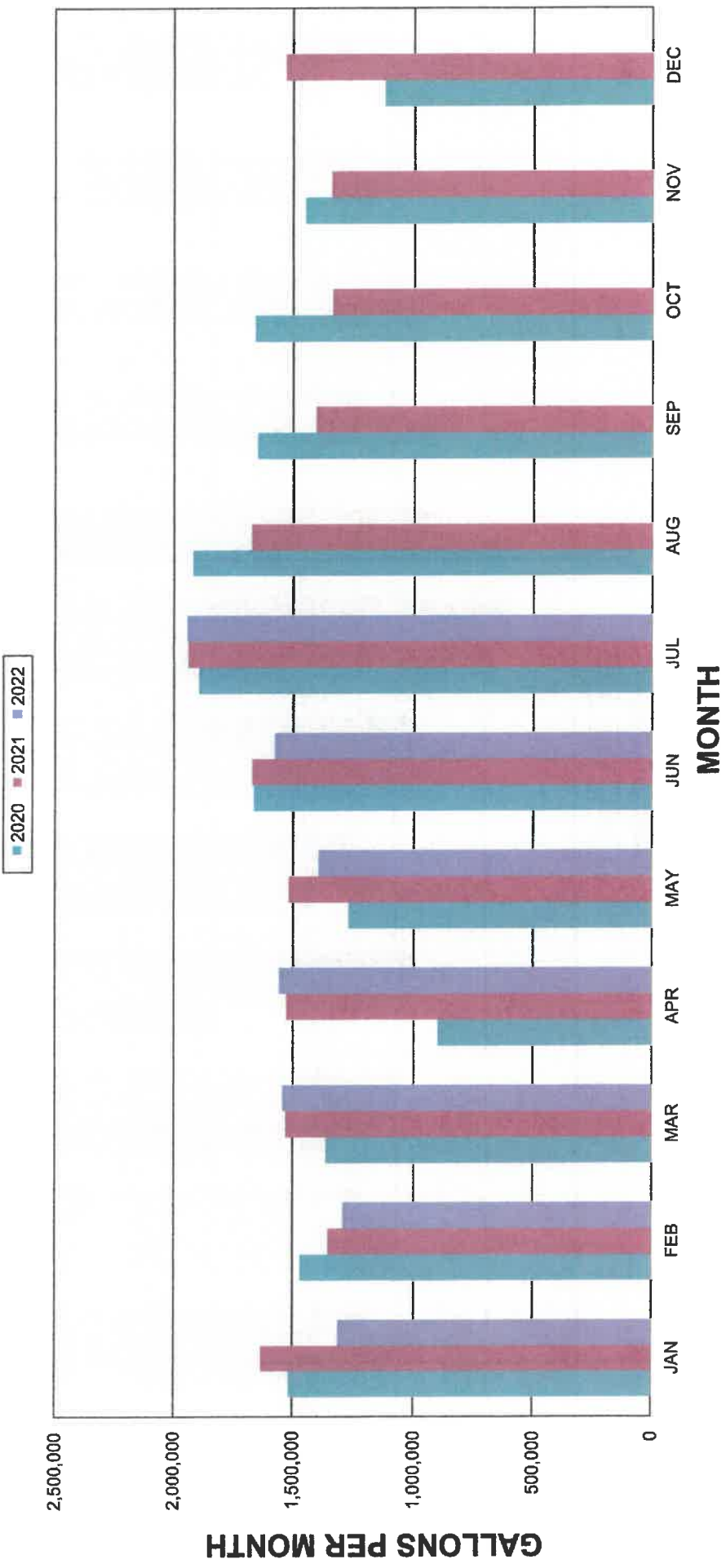
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ABCSD AVERAGE DAILY WWTP EFFLUENT FLOW (2020 - 2022)

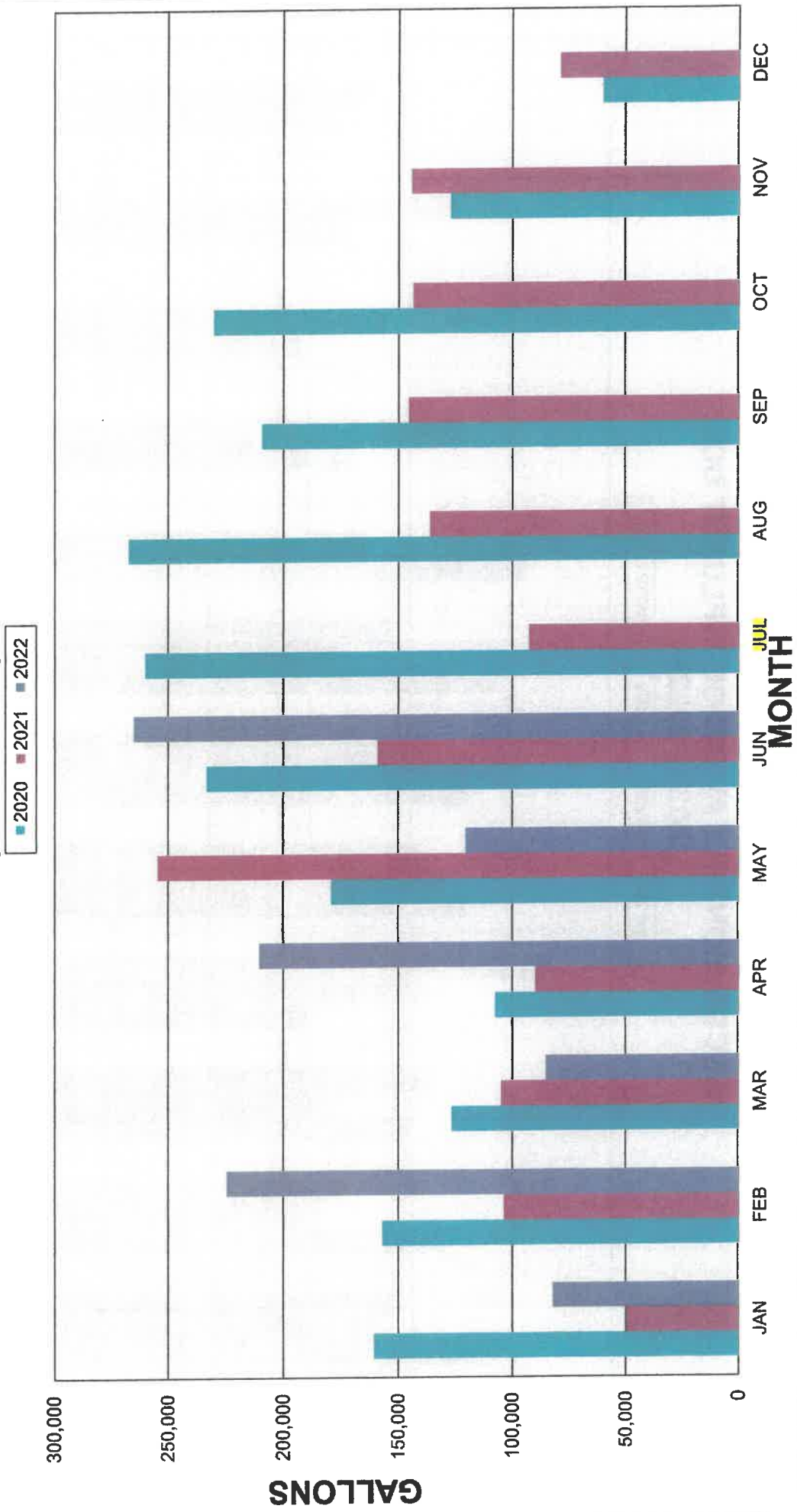
■ 2020 ■ 2021 ■ 2022



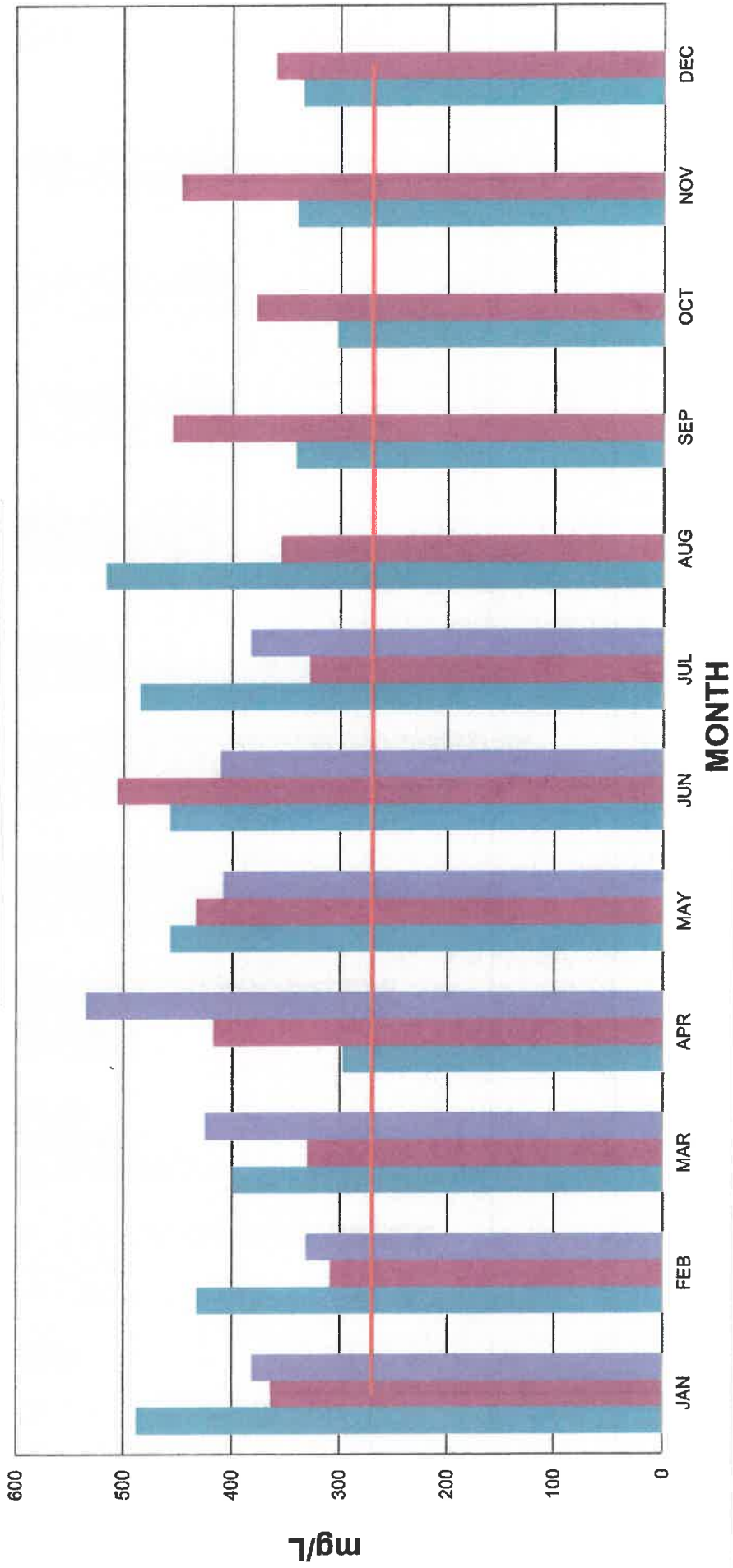
ABCSD MONTHLY TOTAL WWTP EFFLUENT FLOW (2020 - 2022)



PORT SAN LUIS MONTHLY TOTAL FLOW (2020 - 2022)

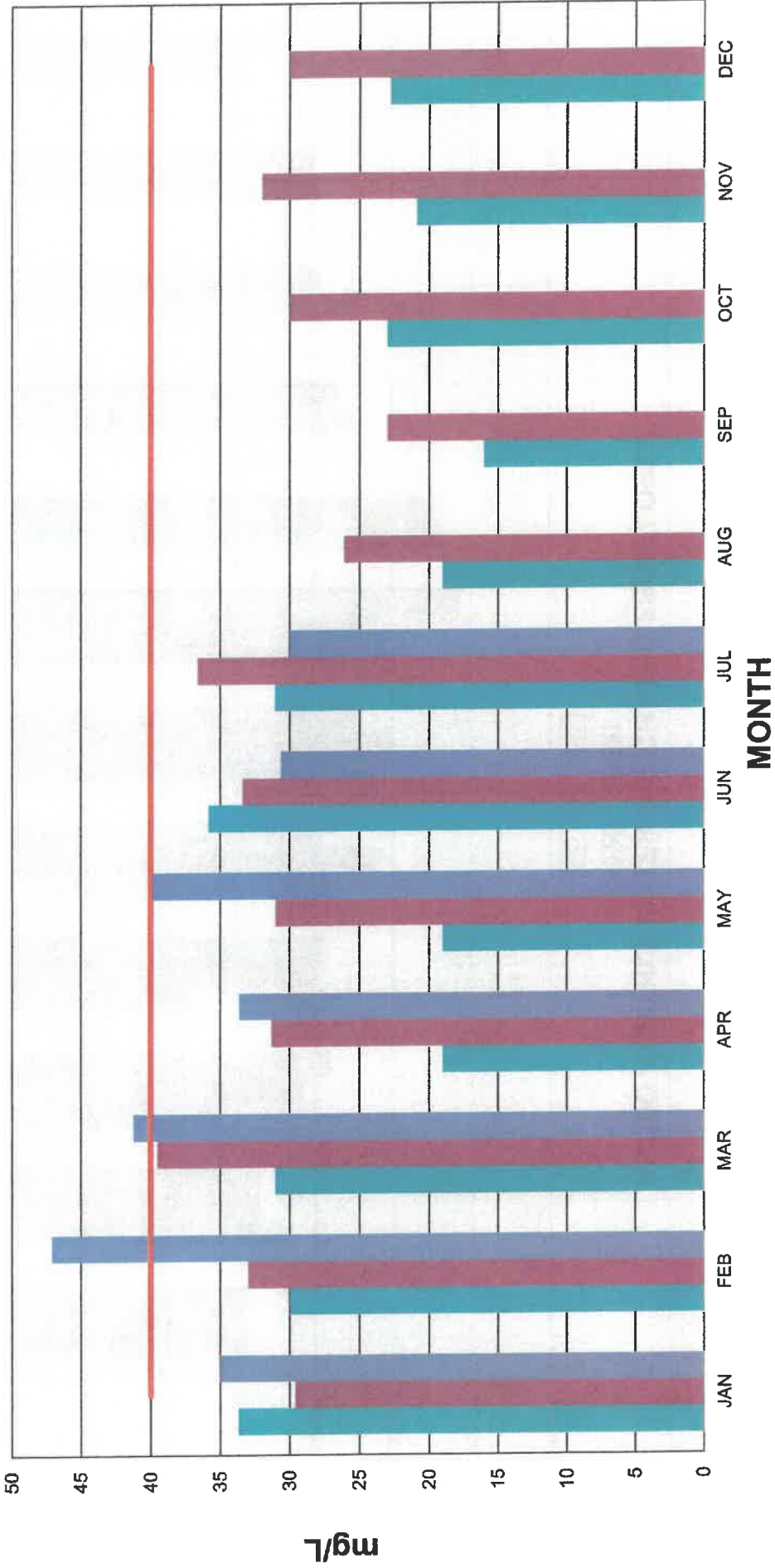


ABCSD MONTHLY AVERAGE INFLUENT BOD (2020 - 2022)

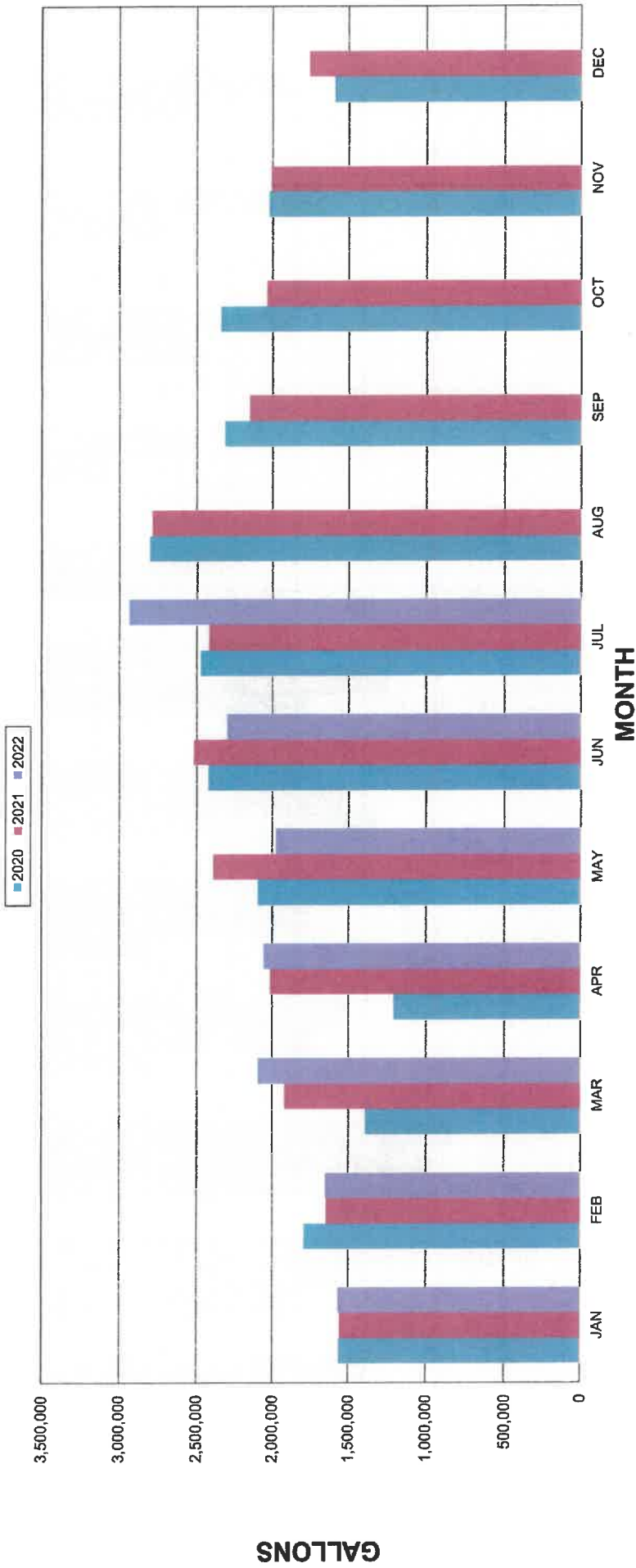


ABCSD MONTHLY AVERAGE EFFLUENT BOD (2020 - 2022)

■ 2020
 ■ 2021
 ■ 2022
 — 30 Day Average Limit

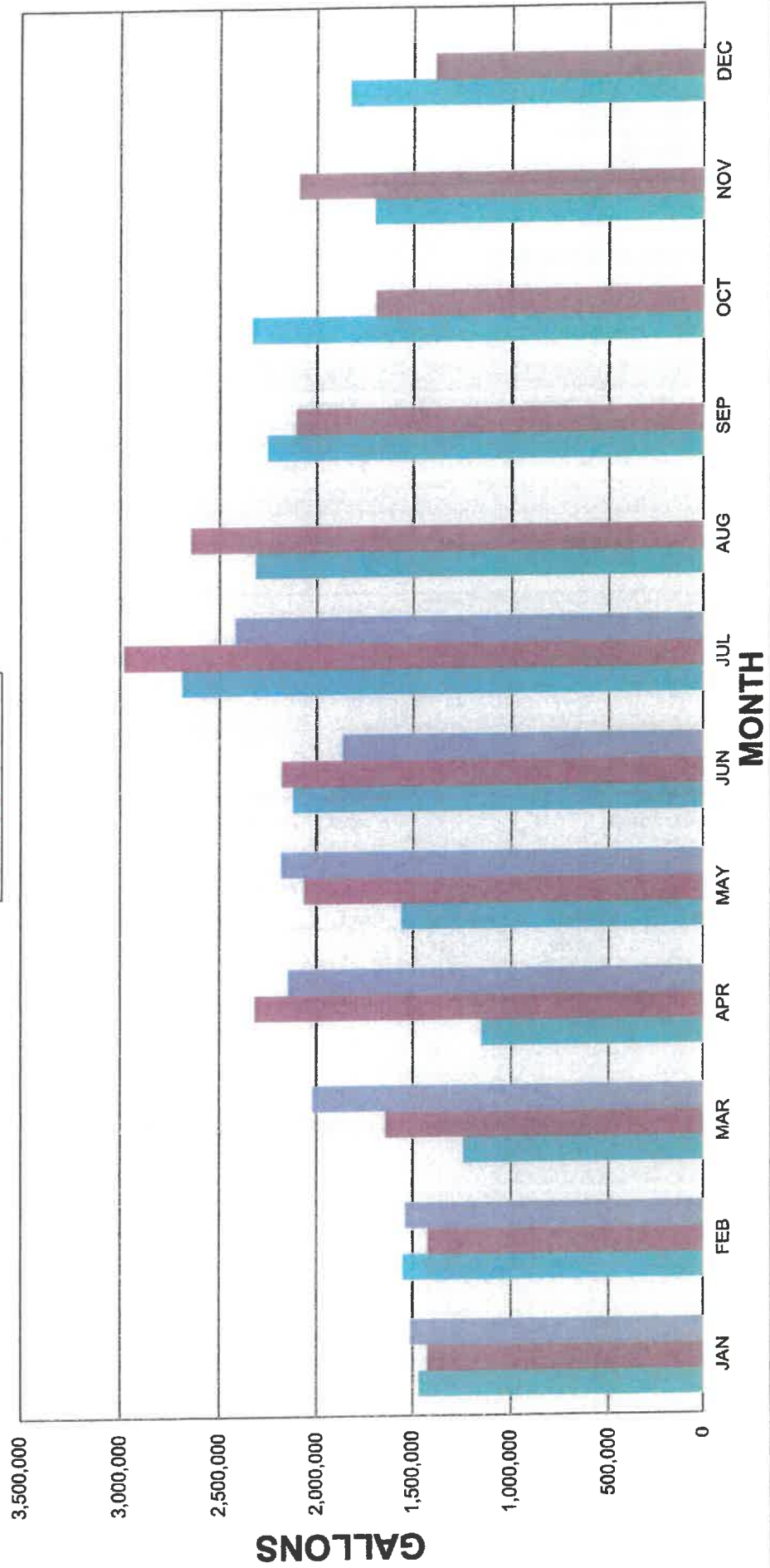


ABCSD MONTHLY WATER PURCHASED FROM LOPEZ (2020 - 2022)



ABCSD MONTHLY WATER SOLD (2020 - 2022)

■ 2020 ■ 2021 ■ 2022




**AVILA BEACH
COMMUNITY SERVICES DISTRICT**

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 9, 2022

SUBJECT: Consolidation of District Election with the San Luis Obispo County General Election; Resolution No. 2022-08

Recommendation:

Approve Resolution No. 2022-08

Funding:

Costs for District elections will be funded out of the Administration budget. The cost of an election will vary depending upon the number of candidates filing for election, but have ranged from a few hundred dollars to several thousand dollars. The FY 2020-21 Administrative Budget includes sufficient funds to cover the costs. Historically, the District has had minimal costs associated with elections.

Discussion:

Attached for Board review is Resolution No. 2022-08 requesting Consolidation of the District's General Election with the Statewide General Election to be held on November 8, 2022. As the Board will recall, by having the County coordinate and consolidate our election with other agencies, the overall cost is greatly reduced.

This year the District will have the election of 3 full term members to the Board on the ballot. The terms of President Kelley, Vice President Najarian and Director Helenius are up for full term (four year) election. A "Declaration of Candidacy" must be filed between July 18, and August 12, 2022 for a candidate to be eligible for the November Ballot. The cost of including a "Statement of Qualifications" for the ballot information will be paid by the candidate.

The "Calendar of Events" as provided by the County Clerk's Office is attached for Board members information. The attached "Notice to County Elections Official" was filed with the Clerk's Office.

AVILA BEACH COMMUNITY SERVICES DISTRICT

Resolution No. 2022-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AVILA BEACH COMMUNITY SERVICES DISTRICT REQUESTING CONSOLIDATION OF THEIR BIENNIAL ELECTION WITH THE NOVEMBER 8, 2022 CONSOLIDATED GENERAL ELECTION

WHEREAS, an election shall be conducted on November 8, 2022 for this District pursuant to the Uniform District Election Law commencing with Elections Code Section 10500; and

WHEREAS, pursuant to Elections Code Section 10555, said election may be consolidated with any other elections pursuant to Part 3,(commencing with Section 10400); and

WHEREAS, the Board of Directors requests the San Luis Obispo County Board of Supervisors consolidate this District's General District Election with any other election which may be held on the same day;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors, as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of this District to be held on Tuesday, November 8, 2022, with all other elections held on the same date. This request is made pursuant to Section 10555 and 10400, et seq of the California Election Code. The Board of Directors agrees to reimburse, upon presentation of a bill, the County of San Luis Obispo in full for the services performed relating to this election.

ON MOTION of Director _____, seconded by
Director _____, and on the following roll call vote to wit:

AYES:

NOES:

ABSENT:

The foregoing resolution is hereby adopted this 9th day of August, 2022.

Peter Kelley, President

Attest:

Brad Hagemann
SECRETARY TO BOARD



Incumbent List by District

District Change: CS35 to CS35

Incumbent
Term of Office
Begin & End Term Dates

CS35
Regular & Alt Phone Numbers

4210 - 0
4
12/04/2020 - 12/06/2024

Res Addr:
Incumbent - Elect.....
No

240 Ocean Oaks Ln Apt D25
Residence County.....
Yes

Avila Beach, CA 93424
Appointed/Elected.....
Appointed To Vacan

Howard Leroy Kennett
Party.....
[Redacted]

4210 - 4
Incumbent Vacated.....
No

Res Addr:
Incumbent - Elect.....
No

54 San Rafael St
Residence County.....
Yes

Avila Beach Ca 93424
Appointed/Elected.....
Appointed To Vacan

Kristin Diane Berry
Party.....
[Redacted]

(530)949-4162
Incumbent Vacated.....
No

Res Addr:
Incumbent - Elect.....
No

185 San Luis St
Residence County.....
Yes

Avila Beach Ca 93424
Appointed/Elected.....
Elected

Peter Perry Kelley
Party.....
[Redacted]

(805)595-2526
Incumbent Vacated.....
No

Res Addr:
Incumbent - Elect.....
No

137 San Rafael St
Residence County.....
Yes

Avila Beach Ca 93424
Appointed/Elected.....
Elected

Lynn Marie Helenius
Party.....
[Redacted]

(805)595-2351
Incumbent Vacated.....
No

Res Addr:
Incumbent - Elect.....
No

182 San Miguel St
Residence County.....
Yes

Avila Beach Ca 93424
Appointed/Elected.....
Elected

Ara Najarian
Party.....
[Redacted]

(805)595-2351
Incumbent Vacated.....
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Res Addr:
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Elected

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Party.....
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**AVILA BEACH
COMMUNITY SERVICES DISTRICT**

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 9, 2022

SUBJECT: Public Hearing Relating to Solid Waste Franchise Rate Increase
(Actions Required: Open Public Hearing: Receive Public Comments; Tabulate Written and Oral Protests;; Close Public Hearing; Consider Adoption of Resolution No. 2022-09 Adopting Solid Waste Rates for Avila Beach CSD)

Recommendation: Open Public Hearing; Receive Comments; Tabulate Written and Oral Protests; Close Public Hearing; Adopt Resolution No. 2022-09 Adopting Solid Waste Rates for Avila Beach Community Services District effective August 15, 2022.

Background/Discussion:

On October 20, 2021, the South County Sanitary Services' (SCSS) submitted a request to the District for a 24.65% rate increase. Consistent with previous garbage service rate increase requests, the larger SCSS agencies, including the City of Arroyo Grande, City of Grover Beach, Oceano CSD and the City of Pismo Beach, retained William Statler to perform a review of the proposed Rate Increase. In March 2022, after considerable discussion and negotiation, Statler issued a report to the "larger SCSS agencies" that concluded a base rate increase of 22.19% is justifiable and appropriate. SCSS agreed to the reduced rate increase and the larger SCSS agencies are moving forward with implementing the base rate increase recommended in Statler's report. On June 3, 2022, SCSS provided a Revised Rate Increase Request that reflected the approved rate reduction. The June 3, 2022, Revised Rate Increase Request is provided as an attachment to this Staff Report.

Historically the Avila Beach CSD has taken advantage of the analysis and negotiations of the larger SCSS agencies regarding rate increases. Staff recommends the Board once again take advantage of this analysis and consider a rate increase consistent with the other larger SCSS agencies.

At the June 14, 2022, Board meeting the Board received a Staff Report, discussed the proposed rate increase with Mr. Jeff Clarin, District Manager for San Luis Garbage Company, and approved the issuance of a Prop 218 Hearing Notice for the rate increase, setting the Hearing

date on August 9th, 2022. On June 21, 2022, the Garbage Company circulated a Notice for Public Hearing Regarding the proposed rate increase to all record owners.

Proposed Resolution No. 2022-09 will provide a 22.19% rate increase for most service descriptions effective August 15, 2022 and allow for rate increases based on the Consumer Price Index for the Bureau of Labor Statistics' Consumer Price Index for "All Urban Consumers" based on the U.S. City Average for the month of June 2022 for January 1, 2023, and the month of June 2023 for January 1, 2024. For example, if approved, monthly residential rates for a 32-gallon waste wheeler will increase \$4.58 from \$20.63 per month to \$25.20 per month. The complete proposed rate increase was provided to all District record owners via US mail as part of the Notice for this rate hearing and is included as an exhibit to Resolution No. 2022-09.

As of the writing of this Staff Report, staff has not received any protests.

In addition, staff is seeking approval from the Board to approve a budget adjustment of \$16,000 from the Solid Waste Fund for the SCSS solid waste retroactive charges from May 2022 to August 15, 2022.

RESOLUTION No. 2022-09

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE AVILA BEACH COMMUNITY SERVICES DISTRICT
ADOPTING INCREASED RATES AND CHARGES FOR COMMERCIAL AND
RESIDENTIAL COLLECTION AND DISPOSAL OF SOLID WASTE PURSUANT TO
PROPOSITION 218 (CALIFORNIA CONSTITUTION ARTICLE XIII D)**

WHEREAS, the Avila Beach Community Services district ("District") provides waste disposal services within the District's service area pursuant to section 61100 of the Community Services District Law; and

WHEREAS, South County Sanitary Service (the "Garbage Company"), pursuant to an exclusive franchise agreement, currently provides commercial and residential collection and disposal of solid waste services within the District service area; and

WHEREAS, Government Code section 61115 authorizes the District Board of Directors ("Board") to adopt rates or other charges for services provided by the District by Resolution; and

WHEREAS, Proposition 218 amended the California Constitution to establish a process that public agencies must follow when imposing new or increased "property related fees"; and

WHEREAS, at least forty-five (45) days in advance of the public hearing at which this Resolution was considered, the District mailed a notice of the public hearing, which included notice of oral and written protest procedures against the proposed rate increase, to all affected property owners and record owners in compliance with Section 6 of Article XIII D of the California Constitution;

WHEREAS, on August 9, 2022, the Board held a public hearing regarding the District's proposed rate increase, considered public comment, and at its conclusion, the Board tabulated the number of written and oral protests received, if any, and reported that there was not a majority protest of the proposed rates by record owners; and

WHEREAS, based on facts and analysis presented by the District staff, the Staff Report, written protests received prior to the close of the public hearing, if any, and public testimony received, the Board finds:

A. The public hearing adopting this Resolution has been properly noticed pursuant to Government Code section 54954.2 (The Brown Act) and Section 6 of Article XIII D of the California Constitution. The 45-Day Notice of Public Hearing Regarding Proposed Solid Waste Rate Increase is incorporated herein by this reference.

B. The written protests received by the District prior to the close of the public hearing, if any, do not constitute a majority protest.

C. That the rates and charges adopted by this Resolution:

1. Are for the purposes of meeting operating expenses for providing solid waste collection and disposal services within the District;

2. Do not exceed the funds required to provide commercial and residential solid waste collection and disposal services; and
3. Do not exceed the proportional cost of services attributable to those parcels receiving solid waste collection and disposal services.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Avila Beach Community Services District Board of Directors as follows:

Section 1. Rates and Charges.

The rates and charges for commercial and residential collection and disposal of solid waste, as established in Exhibit A, attached hereto and incorporated herein by this reference, are approved and adopted.

Section 2. Incorporation of Recitals.

The above recitals are true and correct and incorporated herein by this reference and constitute findings of the District in support of this Resolution.

Section 3. Severability.

If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 4. Effect of Repeal on Past Actions and Obligations.

This Resolution does not affect prosecutions for violations committed prior to the effective date of this Resolution, and does not waive any fee or penalty due and unpaid on the effective date of this Resolution.

Section 5. CEQA Findings.

The Boardt finds that the rates and charges adopted by this Resolution are exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080, subdivision (b)(8), and CEQA Guidelines section 15273.

Section 6. Inconsistency.

To the extent that the terms or provisions of this Resolution may be inconsistent or in conflict with the terms or conditions of any prior District Ordinance(s), Motions, Resolutions, Rules, or Regulations, governing the same subject matter thereof, then such inconsistent and

conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

Section 7. Effective Date.

This Resolution shall take effect immediately. The rates and charges adopted by this Resolution shall take effect August ¹⁵1, 2022.

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

AYES:

NOES:

ABSENT:

The foregoing Resolution is hereby passed, approved and adopted by the Board of Directors of the Avila Beach Community Services District this 9th day of August 2022.

Peter Kelley
President of the Board
AVILA BEACH COMMUNITY
SERVICES DISTRICT

ATTEST:

Brad Hagemann
General Manager
and Secretary to the Board

Notice of Public Hearing Regarding Proposed Solid Waste Rate Increase

Record Owners and Customers:

This notice is intended to inform you that the Avila Beach Community Services District (the "CSD") will hold a special meeting regarding rate increases (the "Proposed Rate Increase") proposed by South County Sanitary Service (the "Garbage Company") for properties receiving solid waste, recycling, and green waste services within the CSD's service area. The Proposed Rate Increase will be considered by the CSD at the date, time, and location specified below. Consistent with the requirements of Proposition 218, this notice also provides you with the following information:

- The Date, Time, and Place of the Public Hearing;
- The Reason for the Proposed Rate Increase;
- The Basis for the Proposed Rate Increase; and
- The Majority Protest Procedures.

NOTICE OF PUBLIC HEARING

The Public Hearing for the Proposed Rate Increase within the CSD's service area will be held on:

Date: August 9, 2022

Time: 1:00 PM

Place: Avila Beach CSD Boardroom located at 100 San Luis Street, Avila Beach, CA

At the Public Hearing, the CSD will consider all public comment in support of and in opposition to the Proposed Rate Increase and whether or not a Majority Protest exists pursuant to the California Constitution (as described below). If approved, the Proposed Rate Increase would become effective on August 15, 2022.

What is the Reason for the Proposed Rate Increase?

The Proposed Rate Increase is 22.19 percent for solid waste, recycling, and green waste/organics collection services. The increase is necessary for the Garbage Company to continue to provide safe, environmentally sound, and reliable solid waste, recycling, green waste/organics collection, transportation, and disposal/processing services to properties located within the CSD's service area. Several factors contribute to this rate increase including, but not limited to: increased costs associated with the purchase and operation of collection vehicles, fuel costs, labor costs, and increased costs associated with the organics digester facility.

The organics digester facility is required by California Senate Bill 1383 (SB 1383), and previously approved California Assembly Bill 1826 (AB 1826). SB 1383 is a recently adopted state law that was passed with the goal of reducing methane production. Methane is a potent greenhouse gas, with more than 80 times the warming power of carbon dioxide, and is a major component of decomposing organic waste. In response to the harmful effects of methane gas, Cal Recycle (a branch of the California Environmental Protection Agency) adopted regulations implementing SB 1383 in the fall of 2020. Key components of SB 1383 include implementing organic waste collection programs (including food waste), monitoring organics carts for contamination, and reporting data. AB 1826 requires local jurisdictions to develop a program to divert organic waste from landfill to an authorized composting facility like an anaerobic digester.

What is the Basis of the Proposed Rate Increase?

The Proposed Rate Increase of 22.19 percent is based on the following cost increases incurred by the Garbage Company:

1. 5.88 percent of the Proposed Rate Increase is for capital investment costs of new collection vehicles, replacement containers, and additional containers to meet the demands of SB 1383 compliance.
2. 6.20 percent of the Proposed Rate Increase is for increased capital equipment investments and escalating operating expenses related to the organics digester.
3. 5.63 percent of the Proposed Rate Increase is for market wage adjustments to attract and retain safe, quality employees.
4. 1.88 percent of the Proposed Rate Increase is for increases to the commingle processing fee.
5. 2.60 percent of the Proposed Rate Increase is for increases in other operational expenses.

The table attached to this Notice shows how the Proposed Rate Increase will impact your bill.

In addition, commencing on January 1, 2023 and January 1, 2024, rates shall be increased based on the following:

1. Increases, if any, in the Consumer Price Index (CPI) for the Bureau of Labor Statistics' Consumer Price Index for "All Urban Consumers" based on the U.S. City Average for the month of June 2022 for January 1, 2023, and the month of June 2023 for January 1, 2024.

At the March 9, 2022 San Luis Obispo County Integrated Waste Management Authority (IWMA) Board Meeting, a 5.4 percent solid waste management fee was adopted to account for operational and capital cost increases due largely to the implementation of SB 1383. The adopted fee became effective on July 1, 2022. The CSD has authorized the Garbage Company to bill this fee on-behalf of the IWMA.

The IWMA is a Joint Powers Authority formed to plan and implement regional solid waste and hazardous waste programs mandated by State law. The Joint Powers Agreement between the CSD and the IWMA can be made available by the CSD upon request or on the IWMA website at www.iwma.com.

A copy of the 2022 Base Year Rate Adjustment Application, which provides additional information on the proposed rate increases, is available at the CSD Boardroom located at 100 San Luis St. Avila Beach, CA.

How Do I Protest the Proposed Rate Increase?

Pursuant to Section 6 of Article XIII D of the California Constitution, the following persons may submit a written protest against the Proposed Rate Increase to the Clerk of the Board before the close of the Public Hearing referenced above.

- A record owner(s) of property (parcel(s)) receiving solid waste, recycling, and green waste services within the CSD's service area. If the person(s) signing the protest, as an owner, is not shown on the last equalized assessment roll as the owner of the parcel(s), then the protest must contain or be accompanied by written evidence showing that such person signing the protest is the record owner of the parcel(s) receiving services;
or
- A tenant(s) whose name appears on the Garbage Company's records as the customer of record for the corresponding parcel receiving solid waste, recycling, and green waste services within the CSD's service area (tenant-customer).

A valid written protest must contain a statement that you protest the Proposed Rate Increase, the address or Assessor's Parcel Number (APN) of the parcel or parcels which receive solid waste, recycling, and green waste services, and a signature by either the record owner or the tenant-customer of the parcel or parcels. One written protest per parcel shall be counted in calculating a majority protest to the Proposed Rate Increase subject to the requirements of Section 6 of Article XIII D of the California Constitution. Written protests will not be accepted by e-mail or by facsimile. Verbal protests will not be counted in determining the existence of a majority protest. To be counted, a protest must be received in writing by the Clerk of the Board before the close of the Public Hearing referenced above.

Written protests regarding the solid waste rate increase may be mailed to:

**Avila Beach CSD
Attn: Clerk of the Board
100 San Luis Street
Avila Beach, CA 93424**

Written protests may also be personally delivered to the Clerk of the Board at CSD Boardroom located at 100 San Luis St. Avila Beach, CA.

If valid written protests are presented by a majority of record owners and/or tenants-customers of parcels receiving solid waste, recycling, and green waste services within the CSD's service area, then the CSD will not increase the rates for the services.

SOUTH COUNTY SANITARY SERVICES, INC.

EFFECTIVE AUGUST 15, 2022

LA BEACH CSD

Service Description	Pickups Per Week	Current Monthly Rate Effective 1/1/2021	Proposed Base Year Rate Increase	Proposed Monthly Rate Effective 8/15/2022
RESIDENTIAL:				
32 Gallon Waste Wheeler	1	\$20.63	\$4.58	\$25.20
64 Gallon Waste Wheeler	1	\$34.07	\$7.56	\$41.63
96 Gallon Waste Wheeler	1	\$47.52	\$10.55	\$58.06
Residential customers must use the waste wheelers provided by the garbage company. This solid service fee for residential trash collections (container with black or gray lid) includes once a week pick-up of one greenwaste/organics container (green lid), and one recycling container (blue lid).				
APARTMENTS, TRIPLEX, DUPLEX				
Rates are the same as commercial rates (below).				
COMMERCIAL DUMPSTERS - ALL AREAS:				
1 yd dumpster	1	\$100.17	\$22.23	\$122.40
1 yd dumpster	2	\$144.12	\$31.99	\$176.11
1 yd dumpster	3	\$190.43	\$42.26	\$232.69
1 yd dumpster	4	\$234.39	\$52.02	\$286.41
1 yd dumpster	5	\$283.17	\$62.85	\$346.02
1 yd dumpster	6	\$329.59	\$73.15	\$402.74
1 yd dumpster	7	\$439.41	\$97.52	\$536.93
1.5 yd dumpster	1	\$119.63	\$26.55	\$146.18
1.5 yd dumpster	2	\$182.99	\$40.61	\$223.60
1.5 yd dumpster	3	\$246.63	\$54.74	\$301.37
1.5 yd dumpster	4	\$344.20	\$76.39	\$420.59
1.5 yd dumpster	5	\$419.87	\$93.19	\$513.06
1.5 yd dumpster	6	\$500.45	\$111.07	\$611.52
1.5 yd dumpster	7	\$661.64	\$146.84	\$808.48
2 yd dumpster	1	\$129.39	\$28.72	\$158.11
2 yd dumpster	2	\$212.35	\$47.13	\$259.48
2 yd dumpster	3	\$302.61	\$67.16	\$369.77
2 yd dumpster	4	\$441.92	\$98.08	\$540.00
2 yd dumpster	5	\$542.07	\$120.31	\$662.38
2 yd dumpster	6	\$646.95	\$143.58	\$790.53
2 yd dumpster	7	\$886.13	\$196.67	\$1,082.80
3 yd dumpster	1	\$153.76	\$34.13	\$187.89

Service Description	Pickups Per Week	Current Monthly Rate Effective 1/1/2021	Proposed Base Year Rate Increase	Proposed Monthly Rate Effective 8/15/2022
3 yd dumpster	2	\$287.99	\$63.92	\$351.91
3 yd dumpster	3	\$402.79	\$89.40	\$492.19
3 yd dumpster	4	\$717.63	\$159.27	\$876.90
3 yd dumpster	5	\$851.98	\$189.09	\$1,041.07
3 yd dumpster	6	\$995.96	\$221.04	\$1,217.00
3 yd dumpster	7	\$1,371.89	\$304.48	\$1,676.37
4 yd dumpster	1	\$222.10	\$49.29	\$271.39
4 yd dumpster	2	\$334.53	\$74.25	\$408.78
4 yd dumpster	3	\$480.89	\$106.73	\$587.62
4 yd dumpster	4	\$754.38	\$167.43	\$921.81
4 yd dumpster	5	\$934.91	\$207.49	\$1,142.40
4 yd dumpster	6	\$1,061.95	\$235.69	\$1,297.64
4 yd dumpster	7	\$1,650.24	\$366.25	\$2,016.49

The rates shown above include the monthly container rental fee.

COMMERCIAL - OTHER CHARGES:

Rates for all commercial customers include recycling or greenwaste/organics pickup once per week, included with the garbage service rate. Customers can choose from a 64- or 96-gallon blue commingled recycle waste wheeler or a 32- or 64-gallon organics waste wheeler included with the garbage service rate (96-gallon waste wheelers can only be used with green waste due to weight). If you need a bin for recycling there is a charge (see below).

If you need more frequent recycling, including organics/greenwaste service, it can be provided at a 50% discount from the garbage service rates for the specified level of service required.

COMMERCIAL GARBAGE CANS - ALL AREAS:

32 Gallon Waste Wheeler	1	\$28.88	\$6.41	\$35.29
32 Gallon Waste Wheeler	2	\$40.86	\$9.07	\$49.93
64 Gallon Waste Wheeler	1	\$48.34	\$10.73	\$59.07
64 Gallon Waste Wheeler	2	\$77.40	\$17.18	\$94.58
96 Gallon Waste Wheeler	1	\$60.15	\$13.35	\$73.50
96 Gallon Waste Wheeler	2	\$86.53	\$19.20	\$105.73

MISCELLANEOUS CHARGES - ALL CUSTOMERS:

Overstacked Garbage & extra bags Minimum/unit	each	\$5.51	\$1.22	\$6.73
Overstacked Greenwaste & extra bags Minimum/unit	each	\$6.37	\$1.41	\$7.78
Overstacked Blue Bin & extra bags Minimum/unit	each	\$2.77	\$0.61	\$3.38

Service Description	Pickups Per Week	Current Monthly Rate Effective 1/1/2021	Proposed Base Year Rate Increase	Proposed Monthly Rate Effective 8/15/2022
yard service (per can or commodity) IN ADDITION TO STANDARD GARBAGE RATES	per month	\$13.75	\$3.05	\$16.80
Monthly charge for additional 96-gallon green waste service	per month	\$6.37	\$1.41	\$7.78
Monthly charge for additional 32, 64 or 96-gallon recycle service	per month	\$3.19	\$0.71	\$3.89
Extended Vacation Service	per month	\$15.79	\$3.50	\$19.29
Waste wheeler cleaning	each time	\$20.52	\$4.55	\$25.07
Trip charge	each time	\$13.76	\$3.05	\$16.81
Non-payment downsize service	each time	\$33.07	\$7.34	\$40.41
Non-payment redeliver waste wheeler	each time	\$33.07	\$7.34	\$40.41
Non-payment reconnect service	each time	\$39.44	\$8.75	\$48.19
Small item pickup (TV, toilet)	each	\$32.27	\$7.16	\$39.43
Appliance pickup-residential	each	\$45.51	\$10.10	\$55.61
Garbage extras on your scheduled pickup day	per yard	\$11.62	\$2.58	\$14.20
Garbage extras -NOT ON YOUR SCHEDULED PICKUP DAY	per yard	\$32.04	\$7.11	\$39.15
Re-deliver bin on stopped acct	each time	\$39.44	\$8.75	\$48.19
Sunday Service (in additional to garbage service level)	per month	\$68.87	\$15.29	\$84.16
Stand by time	per hour	\$67.80	\$15.05	\$82.85
Lock Charges	per month	\$7.66	\$1.70	\$9.36
Clean Up Week	per item	\$11.97	\$2.66	\$14.63
Extra bin cleaning		\$61.55	\$13.66	\$75.21
Damage/Destruction of bins or waste wheelers	replacement/repair at market price			
Larger than residential appliance or glass, glass doors, or plate glass	By quote only			
Short Term Dumpsters:				
Delivery & Pickup-Bin		\$39.44	\$8.75	\$48.19
Delivery & Pickup-Waste Wheeler		\$13.76	\$3.05	\$16.81
Rental	Per Day	\$2.92	\$0.65	\$3.57
Empties	Per Yard	\$32.04	\$7.11	\$39.15
Empties (Garbage)	Per 32 Gal	\$5.51	\$1.22	\$6.73
Empties (Recycle)	Per 32 Gal	\$2.27	\$0.50	\$2.77
Empties (Green Waste)	Per 32 Gal	\$6.38	\$1.42	\$7.80
Mattress:				
Twin	Each	\$17.91	\$3.97	\$21.88
Double	Each	\$17.91	\$3.97	\$21.88

Service Description	Pickups Per Week	Current Monthly Rate Effective 1/1/2021	Proposed Base Year Rate Increase	Proposed Monthly Rate Effective 8/15/2022
Queen	Each	\$17.91	\$3.97	\$21.88
King	Each	\$17.91	\$3.97	\$21.88

ADDITIONAL INFORMATION ALL CUSTOMERS:

1. Customers requesting Temporary Bins or Roll-off Box Service can call the office for current rates
2. Polystyrene (Styrofoam, Plastic #6) is not collected for recycling and should be thrown away as trash. Please bag Styrofoam packing peanuts before placing in trash container.
3. It is encouraged to bag your trash in the garbage container but do not bag your recyclables or green waste in their respective containers and keep it loose.
4. Recycling, Greenwaste/Organics and Garbage containers should be spaced 3 feet apart away from any obstacles (i.e mailboxes, cars, etc) before 6:00am on collection service day.
5. The fee schedule above only includes the Garbage Company rates and does not include IWMA fees, which are separately noted on the billings.
6. Cleaning fees will be billed on a time and materials basis
7. Late Fees are imposed for residential customers over 30 days delinquent. The fee is 1.5% per month of the outstanding charge, with a minimum fee of \$5.00. No prior notice is required, as this late fee policy is stated at the bottom of every bill.
8. Customers can be responsible for contamination fees

Any additional recycling services are charged out at 50% of the garbage rate.

AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 9, 2022

SUBJECT: Review/Adoption of Ordinance No. 2022-01 Regarding Solid Waste Services by the Avila Beach Community Services District and Approve the Amended Joint Powers Agreement with the Integrated Waste Management Authority

Recommendation:

1. Receive Public testimony on the draft Ordinance;
2. Waive full reading and adopt Ordinance No. 2022-01 by title; and
3. Authorize the General Manager to sign a letter designating IWMA to act as a delegate on behalf of the District for the responsibilities of compliance with Senate Bill 1383 and the corresponding regulations in Title 14 of the California Code of Regulations, Division 7, Chapter 12 to the extent allowed by law.
4. Approve by Motion the Amended Joint Powers Agreement with the Integrated Waste Management Authority.

Background and Discussion:

Senate Bill No. 1383 (SB 1383) was signed into law on September 19, 2016, to reduce organic waste disposal by 75% and increase edible food recovery by 20%, by 2025. SB 1383 is the most significant waste reduction mandate to be adopted in the State of California in the last 30 years and requires all jurisdictions to implement a mandatory organic recycling ordinance by January 1, 2022. This Legislation requires all businesses, residents, and multi-family apartments to have access to recycling programs that capture food scraps, landscaping waste, among other organic waste materials.

As a result of SB 1383, the California Department of Resources Recycling and Recovery (CalRecycle), which is the State department tasked with administering California's waste and recycling programs, developed prescriptive regulations to achieve the State's outlined organic waste disposal goals by 2025. Over the last two years, CalRecycle conducted informal hearings with local governments and stakeholders to develop regulations to achieve the State's organic waste reduction mandates. In November 2020, CalRecycle released the final regulations for SB 1383.

The adoption of Ordinance No. 2022-01 will meet the requirements of SB 1383 and provide necessary rules and regulations for the disposal and collection of waste materials within the District. Single family residences may be subject to a low-population waiver pursuant to Article 3

in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. The General Manager applied for and obtained a low-population waiver for the District. The Low Population Waiver waives a portion of the requirements for the ABCSD. However, ABCSD still needs to adopt an Ordinance updating the District's Solid Waste Management Rules.

The attached ordinance includes the following required provisions:

- 1.010 Title of Ordinance
- 1.020 Effective Date
- 1.030 Purpose of the Ordinance
- 1.040 Definitions
- 1.110 Requirements for Single-Family Premises
- 1.120 Requirements for Multi-Family Residential Dwellings
- 1.130 Requirements for Commercial Businesses
- 1.140 Waivers for Multi-Family Premises and Commercial Premises
- 1.150 Requirements for Commercial Edible Food Generators
- 1.160 Requirements for Food Recovery Organizations and Services
- 1.170 Requirements for Haulers and Facility Operators
- 1.180 Self-Hauler Requirements
- 1.210 Inspections and Investigations
- 1.310 Collection Rates and Collection Of Delinquent Fees And Charges
- 1.320 Franchise for Collection – Authorization
- 1.410 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse
- 1.420 Clearing of Accumulated Solid Waste And Rubble
- 1.430 Storage and Placement Of Standard Containers For Pick-Up
- 1.440 Unlawful Collection
- 1.450 Condition of Collection Trucks
- 1.460 Exceptions
- 1.510 Enforcement

Public Resources Code Section 42652.5 authorizes local jurisdictions to collect reasonable and necessary fees to recover the costs of implementing SB 1383 regulations, those fees include:

1. Garbage rates will need to be increased to add the cost of SB 1383 activities undertaken by the franchise hauler to comply with the regulation.
2. IWMA fee that is on the garbage bill is listed as a separate line item. The IWMA Board approved a 1.25% fee increase in June 2021, but due in part to subsequent actions taken by the SLO County Board of Supervisors regarding the IWMA JPA membership, on March 9, 2022, the IWMA approved a 5.4% charge on all residential and commercial revenue.

On June 3, 2022, South County Sanitary Services submitted an updated Rate Increase Request that addresses the anticipated revenue needs to implement SB 1383. The Board will consider the proposed rate increase as a separate item on today's meeting agenda.

Staff recommends that the Board Adopt of Ordinance No. 2022-01, and designate the IWMA to act as a delegate on behalf of the District for certain responsibilities in order to meet the requirements of SB 1383. Staff also recommends that the Board approve the Amended Joint Powers Agreement with the IWMA.

ORDINANCE NO. 2022-01
AN ORDINANCE OF THE AVILA BEACH COMMUNITY SERVICES DISTRICT TO
AMEND THE DISTRICT'S SOLID WASTE MANAGEMENT RULES AND ADOPT
MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING
MATERIALS RULES AND REGULATIONS

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ORDINANCE No. 2022-01

AN ORDINANCE OF THE AVILA BEACH COMMUNITY SERVICES DISTRICT TO AMEND THE DISTRICT'S SOLID WASTE MANAGEMENT RULES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKE A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the Avila Beach Community Services District ("District") is a community services district duly formed under Government Code Section 61000, *et seq.* to provide community services within the District's service area; and

WHEREAS, Government Code Section 61100, subdivision (c), authorizes Community Services Districts to provide the collection and disposal of solid waste; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires jurisdictions to reduce, reuse, and recycle (including composting) Solid Waste generated to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

WHEREAS, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, this Ordinance amends the District's Solid Waste Management Rules (Ordinance No. 2006-01) and implements the rules, regulations, and the requirements of AB 341, AB 1826, and SB 1383.

THE AVILA BEACH COMMUNITY SERVICES DISTRICT DOES HEARBY ORDAIN AS FOLLOWS:

SECTION 1.

The District's Solid Waste Rules, including, but not limited to, those set out in Ordinance No. 2006-01 are hereby amended as follows:

1.000 GENERAL PROVISIONS

1.010 Title of Ordinance

This chapter shall be entitled "Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance."

1.020 Effective Date

This Ordinance shall be effective commencing on September 9, 2022.

1.030 Purpose of the Ordinance

The purpose of the Ordinance is to assure the continuance of the collection and disposal of Solid Waste, Recyclable Materials, and Organic Waste for the benefit all citizens of the District. It is necessary that rules, regulations, and procedures be established for the health and safety of all residents and guests of the community. Procedures related to the disposal and collection of Solid Waste, Organic Waste, and Recyclable Materials and are established by the Franchisee and all parties subject to this Ordinance are directed to the Franchisee to access general information and to start, change, or verify service.

1.040 Definitions

The following words, terms, phrases, and their derivations have the meanings given herein. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- (a) "Alternative Daily Cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
- (b) "Alternative Intermediate Cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
- (c) "Bulky Item" means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer at the service address wherein the Bulky Items are collected. Except as otherwise provided herein, Bulky Items do not include abandoned automobiles, large auto parts, trees, construction

and demolition debris, or items herein defined as Excluded Waste.

- (d) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (f) "Cast Offs" means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
- (g) "District Enforcement Official" means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or wholly responsible for enforcing the Ordinance.
- (h) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) "Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) "Compliance Review" means a review of records by the District to determine compliance with this Ordinance.
- (l) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- (m) "Contractor" means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

- (n) "County Enforcement Official" means a county agency enforcement official, if so if designated for enforcing the Ordinance in conjunction or consultation with District Enforcement Official.
- (o) "Customer" means the Person to whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
- (p) "C&D" means construction and demolition debris.
- (q) "County" means the County of San Luis Obispo, a political subdivision of the State of California.
- (r) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- (s) "Designee" means a person or entity that the District contracts with or otherwise agrees and arranges to carry out any of the District's responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be an individual person, a government entity, a hauler, a private entity, or a combination of those entities.
- (t) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
- (u) "District" means the Avila Beach Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.
- (v) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.
- (w) "Enforcement Action" means an action of District or its Designee to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (x) “Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (y) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (z) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (aa) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (bb) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.

- (cc) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (dd) “Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (ee) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (ff) “Food-Soiled Paper” is compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, napkins, and pizza boxes.
- (gg) “Food Waste” means Source Separated Food Scraps and Food-Soiled Paper.
- (hh) “Food Waste Self-Hauler” means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
- (ii) “Franchisee” means the person, entity, or Company with a Franchise Agreement to collect, receive, carry, haul or transport Discarded Materials within the District and shall include the agents or employees of the Franchisee.
- (jj) “Franchise Agreement” means a written agreement between the District and Franchisee.
- (kk) “Generator” means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.

- (ll) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (mm) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the District's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (nn) "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
- (oo) "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
- (pp) "High Diversion Organic Waste Processing Facility" means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

- (qq) "Infectious Waste" means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
- (rr) "Inspection" means a site visit where a District reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ss) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
- (tt) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.
- (uu) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (vv) "Multi-Family Residential Dwelling" or "Multi-Family" or "MFD" means of, from, or pertaining to residential Premises with five (5) or more dwelling units including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ww) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (xx) "Occupant" means the Person who occupies a Premises.
- (yy) "Organic Materials" means Yard Trimmings and Food Waste, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.
- (zz) "Organic Materials Container" shall be used for the purpose of storage and collection of Source Separated Organic Materials.
- (aaa) "Organic Waste" means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (bbb) "Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- (ccc) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (ddd) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars,

brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (eee) "Premises" means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
- (fff) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the the District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in the District's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
- (ggg) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (hhh) "Recyclable Materials" means those Discarded Materials that the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Service Provider and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to by-products or discards set aside, handled, packaged or offered for Collection from Residential, Commercial, governmental or industrial customers in a manner different from Solid Waste. Including, but not limited to, aluminum, newspaper, clear and colored glass, tin and bi-metal, all plastic containers (except polystyrene), cardboard, chipboard, magazines, mixed paper (including magazines, phone books and junk mail) and motor oil and filters.. For the purpose of collection of Recyclable Materials through contractor's collection services, recyclable materials shall be limited to those materials identified by the collection contractor as acceptable recyclable materials.
- (iii) "Recyclable Materials Container" shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (jjj) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

- (kkk) "Refuse" includes garbage, recyclables, green waste, Cast Offs, and/or Rubble.
- (lll) "Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- (mmm) "Responsible Party" means the Owner, operator, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
- (nnn) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ooo) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ppp) "Rubble" means and includes all debris from the construction, demolition or alteration of buildings, earth, rocks or incinerator ashes, brick, mortar, concrete and similar solid material.
- (qqq) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (rrr) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (sss) "Self-Haul" means to act as a Self-Hauler.
- (ttt) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also

includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment.

(uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.

(xv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.

(www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe

Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

- (xxx) "Solid Waste Container" shall be used for the purpose of storage and collection of Solid Waste.
- (yyy) "Source Separated" or "Source-Separated (materials)" means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party's employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
- (zzz) "Source Separated Organic Materials" means Organic Materials that are Source Separated and placed in an Organic Materials Container.
- (aaaa) "Source Separated Recyclable Materials" means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
- (bbbb) "Standard Container" means Organic Waste Containers, Recyclable Materials Containers, and Organic Waste Containers approved by the District and/or the Franchisee.
- (cccc) "State" means the State of California.
- (dddd) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (eeee) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.

(ffff) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.

(gggg) "Ton" or "Tonnage" means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

(hhhh) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(iiii) "Yard Trimmings" or "Green Waste" means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in District Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include

items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the District.

1.100 MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING SERVICE

1.110 Requirements for Single-Family Premises

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements in Section 1.180 of this Ordinance, Responsible Parties of Single-Family Premises shall:
- (1) Subscribe to and pay for the District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with the requirements of those services as described below in Section 5.110(a)(2). District and its Designee(s) shall have the right to review the number and size of a Responsible Party's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
 - (2) Participate in the District's three-container collection service(s) in the manner described below.
 - (i) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (c) The requirements of this Section 1.110 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

1.120 Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 1.140 for some requirements of this Section.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 1.180 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (3) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (4) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (5) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the

Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 1.180 of this Ordinance.

- (6) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials, Organic Waste Recovery requirements and the proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (7) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements for Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each Property.
 - (8) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, the Responsible Party shall meet the Self-Hauler requirements in Section 1.180 of this Ordinance.
- (d) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, or Organic Materials per week (or other threshold defined by the State) and that arrange for gardening or landscaping services shall require that the contract or work agreement between the Responsible Party of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
- (e) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

1.130 Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 1.140 for some requirements of this Section.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 1.180 of this Ordinance, including hauling

services arranged through a landscaper, Responsible Parties of Commercial Premises shall:

- (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
- (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 1.130(b)(4)(i)) and 1.130(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or if Self-Hauling consistent with the Commercial Premises approach to complying with Self-Hauler requirements in Section 1.180 of this Ordinance.
- (4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per

Section 1.140(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
 - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 1.180 of this Ordinance.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to

keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, the Responsible Party shall meet the Self-Hauler requirements in Section 1.180 of this Ordinance.
- (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 1.150 of this Ordinance.

1.140 Waivers for Multi-Family Premises and Commercial Premises

- (a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The District and/or its Designee, may waive a Responsible Party's obligation to comply with some or all Recyclable Materials and Organic Waste requirements of this Ordinance if the Responsible Party of the Commercial Business or Multi-Family Premises provides documentation that the Commercial Business or Multi-Family Premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall be the sum of weekly container capacity measured in cubic yards for Solid Waste, Recyclable Materials, and Organic Materials collection service. Hauling through paper shredding service providers or other incidental services may be considered in granting a de minimis waiver.
 - (1) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is two (2) cubic yards or more per week and Recyclable Materials and Organic Materials subject to collection in Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than twenty (20) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than twenty (20) gallons per week or Organic Materials in the Organic Materials stream are less than twenty (20) gallons per week); or,

- (2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
- (b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 1.120 or 1.130 as applicable.
- (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
 - (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
 - (2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
 - (i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
 - (ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
 - (3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that the Commercial

Business's or the Multi-Family Premises' no longer qualify for the waiver granted, in which case waiver will be rescinded.

- (4) Any waiver holder must cooperate with the District and/or its Designee for any on-site assessment of the appropriateness of the waiver.
- (5) Waiver holder shall reapply to the District's Designee, or the District if there is no Designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to submit a completed application shall equate to an automatic denial of said application.
- (6) The District's Designee, or the District if there is no Designee, may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
- (7) If the District's Designee does not approve a waiver application or revokes a waiver, the applicant may appeal the decision for additional review to the District General Manager. The District may, after meeting and conferring with its Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

1.150 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
- (3) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the District, its agents, or the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (i) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (ii) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (iii) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (A) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (B) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - (C) The established frequency that food will be collected or Self-Hauled.
 - (D) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Maintain records required by this Section for five (5) years.
- (7) No later than January 31 of each year commencing no later than January 31, 2023, for Tier One Commercial Edible Food Generators and January 31, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:

- (i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
 - (ii) The amount, in pounds of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
 - (iii) Any additional information required by the District Manager or their Designee.
- (d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

1.160 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Maintain records required by this Section for five years.
 - (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
 - (e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
 - (f) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators shall include language in all agreements with Tier 1 and Tier 2 edible food generators located in the District identifying and describing the California Good Samaritan Act of 2017.
 - (g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

1.170 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers
 - (1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or Solid Waste collection services to Generators within the District's

boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, or other authorization with the District to collect Recyclable Materials, Organic Materials, and/or Solid Waste:

- (i) Through written notice to the District annually on or before January 1 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and Solid Waste unless otherwise stated in the Franchise Agreement, contract, permit, or license, or other authorization with the District.
 - (ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
 - (iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Section 1.180 of this Ordinance.
- (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its Franchise Agreement, permit, or other agreement entered into with the District.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

- (2) Community Composting operators with operations located in the District's boundaries, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.
- (3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or Solid Waste shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle under 14 CCR.

1.180 Self-Hauler Requirements

- (a) Every Self-Hauler shall Source Separate its Recyclable Materials and Organic Materials (materials that District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (b) below. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
- (b) Self-Haulers that Source Separate their Recyclable Materials and Organic Materials shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
- (c) Self-Haulers that are Responsible Parties of Commercial Businesses or Multi-Family Premises shall keep records of the amount of Recyclable Materials, Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.
 - (2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.

- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
- (d) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic Materials, and/or Solid Waste was first delivered to the facility accepting the material.
- (e) Within 14 days of said request, Self-Haulers that are Commercial Businesses or Multi-Family Premises shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District Manager.
- (f) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 1.180(c) and (d).
- (g) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle.

1.200 INSPECTIONS AND INVESTIGATIONS

1.210 Inspections and Investigations

- (a) The District representatives or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Ordinance by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District or its Designee to enter the interior of a private residential property for inspection.
- (b) Entities regulated by this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection

of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 1.510.

- (c) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) The District representatives or their Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
- (e) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (f) The District representatives and/or their Designee are authorized to provide informational notices to entities regulated by this Ordinance regarding compliance with this Ordinance.

1.300 COLLECTION OF RATES AND CHARGES

1.310 Collection Rates and Collection Of Delinquent Fees And Charges

- (a) Collection rates, fees and charges for solid waste collection and disposal shall be established pursuant to the California Constitution Article XIID and set by the Franchisee.
- (b) Once each year, prior to a date established by the District, the Franchisee shall take the following actions to collect delinquent solid waste collection and disposal accounts:
 - (1) Present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) within the District whose accounts are more than one hundred twenty days past due;
 - (2) Send a certified letter requesting payment to each Responsible Party and/or Owner with a delinquent account;
 - (3) At least thirty days after receiving delivery certification for payment requests, present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) whose accounts are still past due.

- (c) After the Franchisee has completed all of the actions listed in Paragraph (a), the District Board of Directors will adopt a resolution authorizing the County Auditor to place the delinquent accounts upon the tax roll. The Franchisee shall bear the full cost of any fees charged by the County Auditor to place the delinquent accounts on the tax roll.

1.320 Franchise for Collection – Authorization

- (a) A Franchise, exclusive or nonexclusive, for the collection and disposal of solid waste may be granted and/or authorized by the District or its Designee.
- (b) No person shall collect, or enter into an agreement to collect, or provide for the collection or disposal of Discarded Materials, unless such person is authorized by the District to operate within the District by means of a Franchise Agreement.

1.400 RULES AND REGULATIONS

1.410 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse

- (a) No Responsible Party, Generator, or Owner of property shall allow the following to be accumulated on any property, lot, parcel, or Premises:
 - (1) Solid waste of any kind, unless the same shall be in a Solid Waste Container.
 - (2) Discarded mattresses, couches, chairs, and other household furniture.
 - (3) Construction material, demolition material, Rubble, Refuse, and/or debris.
 - (4) Hazardous Materials of any kind.
 - (5) Bulky Items and Cast Offs.
- (b) No Responsible Party, Generator, or Owner shall dispose of Solid Waste, Recyclable Materials, or Organic Waste by:
 - (1) Causing it to be placed on another's lot, parcel, or Premises.
 - (2) Causing it to be deposited in or near litter receptacles placed by the District in public places for incidental use by pedestrians or vehicular traffic.
 - (3) Causing it to be deposited on any public or private place, street, lane, alley, or drive.
 - (4) Causing it to be placed into any Standard Container other than those in possession of such Responsible Party or Generator unless permission for such use is granted by the Commercial or Residential Customer in possession of the Standard Container(s).

- (c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 1.420.

1.420 Clearing of Accumulated Solid Waste And Rubble

- (a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
- (b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 1.420. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
- (c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

NOTICE TO REMOVE SOLID WASTE REFUSE, CAST OFFS, AND/OR RUBBLE

The owner of the property commonly known as: _____ is hereby ordered to properly dispose of the solid waste matter, refuse, cast offs, and/or rubble located on the property, to wit: (type of waste matter to be disposed of) within ten calendar days from the date hereof. If the disposal of the solid waste matter, cast-offs, and/or rubble herein described is not commenced and diligently prosecuted to completion within the time fixed herein, the District Operations Supervisor will apply to the County of San Luis Obispo Environmental Health Department for an order to abate said nuisance, and the costs of such abatement shall become a charge against the property, and shall be made a special assessment against the property. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary County taxes, and shall be subject to the same procedures as foreclosure and sale in the case of delinquency as is provided for ordinary County taxes.

If you should have any questions, please contact the undersigned at (805) 595-2664.

Date: _____

District General Manager

cc: San Luis Obispo County Environmental Health Department

- (d) The District shall cause to be kept in his/her office a permanent record containing:
- (1) a description of each parcel, property, or Premises for which notice to dispose of waste matter has been given;
 - (2) the name of the Owner, if known;
 - (3) the date the matter was referred to the San Luis Obispo County Department of Environmental Health;
 - (4) action taken by the County Department of Environmental Health. Each such entry shall be made as soon as practicable after completion of such act.
- (e) The County of San Luis Obispo Environmental Health Department is hereby authorized to enforce all abatement proceedings authorized by this section.

1.430 Storage And Placement Of Standard Containers For Pick-Up

- (a) All residential Standard Containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 P.M. on the day immediately prior to such collection, and shall not remain thereon for more than twelve (12) hours after it has been emptied unless special in yard service has been contracted for.
- (b) Any Container placed for collection along a street or roadway shall be placed within three feet of the edge of the street or roadway, without causing a safety hazard. In the event that automated service is provided in the District, Containers shall be placed in accordance with guidelines established by the Franchisee and approved by the District.
- (c) Upon collection, the Franchisee shall place all Standard Containers approximately 3 feet from the edge of the street or roadway, to avoid creating a safety hazard.
- (d) No person other than a Franchisee or Customer shall interfere in any manner

with any Standard Container or the contents thereof, or remove any Discarded Materials from the location where it was placed by the Customer or Franchisee, nor remove the contents of any Standard Container.

1.440 Unlawful Collection

- (a) A Franchisee shall not be required to collect Hazardous Waste, or dangerous materials as part of its regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in Standard Containers. Any person collecting such substances shall store, handle and dispose of such materials in accordance with local, state and federal law and shall obtain all necessary local, state and federal permits therefor.
- (b) A Franchisee shall not be required to collect Infectious Waste (as defined in California Health and Safety Code Section 7054.4, as amended from time to time, or any successor provision or provisions thereto) as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the County health officer or designated deputy, and in accordance with local, state and federal law and with all necessary local, state and federal permits.

1.450 Condition of Collection Trucks

Every truck used by a Franchisee in the collection and removal of Discarded Materials shall be kept well painted, clean, and in good operating condition.

1.460 Exceptions

- (a) Nothing in this Ordinance shall be deemed to prohibit the removal and hauling by a licensed person pursuant to the terms and conditions of this Ordinance.
- (b) Nothing in this Ordinance shall be construed to prohibit any producer of Solid Waste, Cast Offs, Rubble, or Refuse from hauling the same to a permitted disposal site pursuant to the terms and conditions of this Ordinance.
- (c) Nothing in this Ordinance shall be construed to prohibit the collection and removal of Yard Trimmings or Green Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to their work and done pursuant to the terms and conditions of this Ordinance.
- (d) Nothing in this Ordinance shall limit the right of Generator, Responsible Party, Owner, or Commercial Business, or other entity to donate, sell or otherwise dispose of Solid Waste provided that any such disposal is in accordance with the provisions of this Ordinance.

1.500 VIOLATIONS AND PENALTIES

1.510 Enforcement

- (a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District or its Designee.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may, at its option, choose to delay court action until such time as a sufficiently large number of violations or cumulative size of violations exists such that court action is a reasonable use of the District's staff and resources.
- (c) **Responsible Entity for Enforcement**
 - (1) Enforcement pursuant to this Ordinance may be undertaken by the District General Manager or its Designee, agent, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a County Enforcement Official if so designated by the District.
 - (3) The District General Manager and/or its Designee may issue Notices of Violation(s).
- (d) **Process for Enforcement**
 - (1) The District General Manager and/or its Designee will monitor compliance with the Ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. The District General Manager and/or the County Enforcement Officials and/or its designee may also monitor compliance with the Ordinance randomly.
 - (2) The District may issue an official notification to notify regulated entities of its obligations under the Ordinance.
 - (3) For incidences of Prohibited Container Contaminants found in containers, the District or its Designee will issue an informational notice of contamination to any Generator or Responsible Party found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the District, the County or their designee observes Prohibited Container

Contaminants in a Responsible Party's containers on more than three (3) consecutive occasion(s), the District/County may assess contamination processing fees or contamination penalties on the Generator.

- (4) With the exception of violations of contamination of container contents addressed under Section 1.510(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 1.510(k), Table 1, List of Example Violations.
- (6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

(e) **Penalty Amounts for Types of Violations**

The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any other applicable code or regulation:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) **Factors Considered in Determining Penalty Amount**

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.

- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City/County is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the Districts formal or informal procedures for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the District or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or its Designee determines that Generator, Responsible Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the District determines that a Generator, Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

(k) Enforcement Table

Table 1. List of Example Violations

Requirement	Description of Violation
Commercial Business Multi-Family Premises Responsibility Requirement Sections 1.120 and 1.130	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 1.110, 1.120, and 1.130	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.
Hauler Requirement Section 1.170	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Ordinance.
Hauler Requirement Section 1.170	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.
Hauler Requirement Section 1.170	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.

Requirement	Description of Violation
Self-Hauler Requirement Section 1.180	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Ordinance.
Commercial Edible Food Generator Requirement Section 1.150	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 1.150	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi-Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 1.120, 1.130, 1.150, 1.160, and 1.210	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 1.150	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 1.150 of this Ordinance.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 1.160	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant

Requirement	Description of Violation
	to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 1.160 of this Ordinance.

SECTION 2. CalRecycle Issued Waivers

Certain provisions of this Ordinance may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

SECTION 3. CEQA

The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of waste materials, represent actions by a regulatory agency for the protection of the environment.

SECTION 4. Severability

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective Date

This Ordinance shall be effective commencing on September 9, 2022.

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

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ~~10th~~ ___ day of ~~May, 1994~~ _____, 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,~~" ~~and the County of San Luis Obispo, a body politic and corporate and a subdivision of the State of California, hereinafter called "COUNTY,"~~ as follows: "Cities."

~~WHEREAS, Section 6500, et seq., of the California Government Code (Title 1, Division 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and~~

~~WHEREAS, it is desirable~~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 be created by and with the consent of CITIES and COUNTY remained advantageous to advise, plan for, suggest, and implement solutions to common solid waste problems; assist with programs by utilizing the professional talents of the various governmental jurisdictions in the County and of experts in various other fields and to coordinate their and a waste diversion efforts; and

WHEREAS, 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 requiresrequire, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the CITIESIWMA’s formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste (“MCR”)) was signed into law and COUNTY have the power to plan, acquire, construct, maintain, manage, regulate, operate and control facilitiesestablished requirements for the collection, transportation, processing and disposal of the jurisdictions to implement a commercial solid waste, including recyclables, 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 within their jurisdictionsby 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 COUNTY~~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 and COUNTY intend by this Agreement to exercise their respective powers jointly and to exercise such additional powers as are available for the purpose of achieving their waste diversion goals, complying with the Integrated Waste Management Act and developing integrated resource recovery facilities for the benefit of all CITIES and COUNTY; and~~

~~WHEREAS, the CITIES and COUNTY intend, Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, to establish the IWMA remains a regional agency in accordance with Public Resources Code Section 40973; section 40970 et seq.; and~~

~~WHEREAS, the CITIES and COUNTY intend, pursuant to this agreement and Public Resources Code Section 40973, that said regional agency, and not the CITIES and COUNTY which are members of the regional agency, 40977, the Cities shall include one (1) Authorized District to be responsible for compliance with the waste diversion requirements set forth included as a member in the Public Resources Code, Article 1 IWMA regional agency for the purpose of representation on the IWMA Board of Chapter 6 (commencing with 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 41780;40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the CITIESCities and COUNTYthe 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, (~~PRC Sec.~~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 (~~California Public~~Pub. Resources Code ~~Sections, §~~ 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.

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

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

~~1.5~~1.8 “City” means any ~~Member~~Participating Agency that is a city, and “Cities” means all of the ~~Members~~Participating Agencies that are ~~cities~~Cities.

~~1.6~~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.)

~~1.7~~ “County” means the unincorporated areas of San Luis Obispo County, California.

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.

~~1.8~~1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

~~1.9~~1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (~~California Public~~Pub. Resources Code ~~Sections, §~~ 40000 et seq.), as that element may be amended from time to time.

~~1.10~~1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (~~California Public~~ Pub. Resources Code ~~Sections, §~~ 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.

~~1.11~~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 located within the boundary of the Authority and is owned by some or all of the members 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 ~~members~~Participating Agencies.

~~1.12~~ “Manager” means the person hired and appointed by the Board as the Authority's administrative officer to administer the affairs of the Authority and to effect the policies of the Board.

~~1.13~~ “Member” means any of the signatories to this Agreement and “Members” means all of the signatories to this Agreement.

~~1.14~~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. (~~PRC~~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.

~~1.15~~1.19 "NDFE" means a Nondisposal Facility Element as required by the Act (~~California Public~~Pub. Resources Code Sections, § 40000 et seq.), as that element may be amended from time to time.

~~1.16~~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.

~~1.17~~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 ~~member~~Participating Agency or a private entity, but in all events is operated for the benefit of ~~one—the residents and/or more, but not all,~~constituents of the ~~Members~~IWMA Region.

~~1.18~~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.

~~1.191.23~~ "SRRE" means a Source Reduction And Recycling Element as required by the Act (~~California Public Pub. Resources Code Sections, § 40000 et seq.~~), as that element may be amended from time to time.

SECTION 2. Purpose.

~~This Agreement is entered into for the purposes of providing for the joint exercise of certain powers common to the Members and for the exercise of such additional powers as are conferred by law in order to achieve our waste diversion goals. The Members are each empowered by the laws of the State of California to exercise the powers specified in this Agreement and to comply with the provisions of the Act and other laws. These common powers shall be exercised for the benefit of any one or more of the Members or otherwise in the manner set forth in this Agreement.~~

~~The members enter the agreement 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 ~~city and the County~~ 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 ~~Members~~ 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 ~~if it so chooses.~~ The Authority shall be a public entity separate from each of the ~~Members~~ Cities and the Authorized Districts.

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code ~~Section 40973.~~ 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 ~~CITIES and COUNTY which are members~~Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in ~~the~~ 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 ~~1214~~ of this Agreement shall provide for indemnification for the benefit of the regional agency and its ~~members~~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 ~~Members~~Participating Agencies. However, nothing in this Agreement shall prevent any ~~Member~~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 ~~Member~~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 ~~shall become~~ is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section ~~13~~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 ~~56~~. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, ~~a~~-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 ~~Authority's boundary.~~IWMA Region. Notwithstanding any other provisions of this ~~agreement~~Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by ~~member jurisdictions~~Participating Agencies without the express written consent of such ~~member(s).~~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, ~~including contracts with any Member;~~
- (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~~ Authority's facilities identified in Paragraph ~~5~~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 ~~5.1 herein~~6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

(l) to sell or lease the facilities identified in Paragraph ~~5~~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 ~~5~~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 ~~upon the Members~~ in the exercise of similar powers. ~~In no event shall the Authority be authorized to exercise any power not expressly authorized.~~ The Authority hereby designates the City of San Luis Obispo County 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.

~~5.2 If and to the extent the Authority exercises a power granted to it under this Agreement and the exercise of a like power by one or more Members within its or their boundaries would be inconsistent with or likely to~~

~~interfere with the exercise of that power by the Authority, that Member or those Members shall not exercise that power; provided, however, that nothing in this Agreement shall limit a Member's right or that of any commission, agency or other body or authority of any Member to adopt, amend or implement zoning, building, land use or safety ordinances, laws or regulations with respect to real estate located within its boundaries upon which a facility identified in Paragraph 5.1 and paragraph 52 (j) is or will be located.~~

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

~~SECTION 6. Boundaries~~

~~The boundaries of the Authority shall be the boundaries of San Luis Obispo County. In the event a member withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing member. Section 6 shall not prevent any facility identified in Paragraph 5.1 herein from being located outside the boundary of the Authority. 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 79. Organization.

~~8.19.1~~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.

8.29.2 Membership Participating Agencies.

(a) Membership Cities. City membership in the Authority shall be voluntary, but only the ~~County of San Luis Obispo and all~~ 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.

~~(b)(c)~~ Representatives of the ~~COUNTY and CITIES~~ shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of ~~the member~~their respective agencies. ~~Representatives to the Authority shall consist of the five members of,~~ except that the Board of Supervisors of the County of San Luis Obispo and of one additional 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, with each incorporated area being limited Authorized District Representative and alternate shall be elected or appointed pursuant to one representative. Section 4. Representatives shall serve so long as they hold office with their member agency ~~or,~~ until they shall resign or ~~be~~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.

~~(a)~~ ~~Member agencies may elect to have an alternate member(s) in addition to any official member, but said~~

~~alternate shall be an elected official and shall be able to vote only in the absence of the official representative.~~

(e)(d) Designation of the official representative or alternate(s), or —changes thereto, shall be transmitted in writing to the ~~Manager~~Executive Director of the Authority by the appointing agency.

(d)(e) In addition to the incorporated ~~cities~~Cities and Authorized Districts presently a party to this Agreement, any other city ~~which may hereafter be incorporated within the boundaries of the County of San Luis Obispo and~~ 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~~ for 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.

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

~~8.39.3~~Principal Office. The principal office of the Authority shall be established by the Board within the boundary of the Authority 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 ~~Member and to the California Integrated Waste Management Board~~ Participating Agency and to CalRecycle.

8.49.4 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 ~~member—agency representatives to the Authority~~the Board.
- (b) Both the President and Vice-President of the Board shall be elected at the last meeting preceding July of ~~saideach~~ 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 ~~as Chairman.~~
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - ~~a) Shall exercise general supervision over all activities of said Authority.~~
 - 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 ~~Chairman~~President pro-tem in the absence of the President.

b) Shall give whatever aid necessary to the President ~~in administering of the~~ Authority.

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 ~~Authority~~Board, the officer elected to serve for the balance of the unexpired term.

8.59.5 ~~Manager~~ Executive Director. The Board shall employ or contract for the services of a general manager (the "~~Manager~~ Executive Director") who shall be the chief administrative officer of the Authority. The Authority shall select a qualified ~~manager~~ Executive Director using professional personnel standards and an open competitive process. The ~~Manager~~ 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 ~~Manager~~ Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

8.69.6 Committees.

- (a) Committees ~~and~~, 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 ~~a Solid Waste Technical Advisory Committee.~~ 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 810. 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.

9-110.2 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 ~~held shall be~~ fixed by resolution of the Board.

9-210.3 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of ~~Section 54956 of~~ the California Government Code.

~~9.3~~10.4 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the ~~California~~-Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

9.410.5 Minutes. The ~~Manager~~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 ~~member~~Participating Agency.

9.510.6 Quorum and ~~voting~~Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of ~~representatives, including one COUNTY representative. Each representative~~the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. ~~However, eight (8) affirmative votes shall be required for taking any action in the event any Member demands such a vote.~~ The ~~representatives to the Authority~~Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary to conductor helpful in conducting the business of the Authority in an orderly manner.

9.610.7 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 Authority Board.

The line item and program budget shall be submitted in draft form to all member agencies 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 56.1 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 ManagerExecutive Director to expend funds for the purposes outlined in the approved budget,—~~but~~ 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 56.1 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 ~~budgets~~budget(s) for the facilities identified in Paragraph 56.1 herein shall constitute authority for the ManagerExecutive 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 56.1 herein.

(c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected MemberParticipating Agency or MembersAgencies. When such budgets are adopted by affected

~~members~~parties, appropriate accounts shall be established by the Authority and designated as such ~~Member's~~participant or ~~Members'~~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 ~~Member~~Participating Agency or ~~Members~~Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected ~~Member~~Participating Agency or ~~Members~~Agencies, in which case such budgets shall not be a part of the budget- of the Authority.

~~9.7~~10.8 Rules of Procedure. The Board shall from time to time, establish written rules and procedures for the conduct of their meetings.

SECTION 911. 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 ~~member agencies~~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 ~~Controller and Manager~~Executive Director of demands for payment, or as

otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. ~~No MemberParticipating Agency~~ shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 56.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 911, without that ~~Member's~~Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that ~~Member~~.

Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by ~~the Public Utilities Code Section 99245~~applicable statute or legislation and report the results of such audit to the Board.

~~9.1~~ 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:

~~10.111.1~~ Receive and receipt preform all money of responsibilities and obligations as provided in Government Code section 6505.5. To the Authority extent a conflict exists between this Section 11 and place it in the Treasury of San Luis Obispo County to Government Code, the credit of the Authority Government Code shall control.

~~(a) Be responsible for Notwithstanding Sections 11.1 above, designation of the safekeeping and disbursement of all Authority money held by him/her. Pay any sums due from the Authority, from Authority~~

~~funds held by him/her or any portion thereof, upon warrants of the Controller designated herein.~~

~~(b) — Invest funds.~~

~~The Authority shall reimburse the Treasurer for the actual cost of services rendered.~~

~~9.2 — Controller. The Auditor-Controller of the County of San Luis Obispo shall/ Treasurer may be the Controller for the Authority. The Controller shall:~~

~~(a) — Draw warrants changed from time to time to pay demands against the Authority when the demands have been approved by the Authority time by resolution of the Board and/or the Manager. He/She shall be responsible on his/her official bond for his/her approval of the disbursement of Authority money.~~

~~(b) — Keep and maintain records and books of accounts including keeping separate sub-accounts of tipping fee surcharges and other revenues deposited into the Solid Waste Authority Trust Fund and expenditures made therefrom on the basis of generally accepted accounting principles.~~

~~10-211.2 Make available all such financial records of the Authority without necessitating amendment to a certified public accountant or public accountant contracted by the Authority to make an annual audit of the accounts and records of the Authority. The minimum requirements of the audit~~

~~shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally acceptable auditing standards~~this Agreement.

~~(c) Verify and report in writing as soon as possible after the first day of July, October, January, and April of each year to the Authority the amounts of monies he/she holds for the Authority, the amount of receipts since his/her last report, and interest accrued to those funds.~~

~~The Authority shall reimburse the Auditor/Controller for the cost of services rendered.~~

SECTION ~~1012~~. Records and Accounts.

This Section and Section ~~911~~ are intended to ~~insure~~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-use~~Joint Facilities or ~~sole-use facility~~Sole Use Facilities, and all financial transactions of the ~~Members~~Participating Agencies relating to any service or ~~joint-use~~Joint Facilities or ~~sole-use facility~~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 ~~Members~~Participating Agencies. The books

of account shall be open to inspection at all times by a representative or agent of any of the Members.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 ~~11~~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 ~~to be charged~~and/or tipping fees at ~~the new facilities identified in Paragraph 5.1 herein in amounts sufficient to discharge all indebtedness and liabilities relating to agencies under contract to provide efficient operation of facilities,~~within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisitionand, constructionof facilities (including, without limitation, any Revenue Bonds issued in connection therewith), and to accommodate the planning and, repair, and maintenance of new and existing facilities; (2) the implementation of activities required by the Act.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 ~~12~~14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each MemberParticipating 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 MemberParticipating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that MemberParticipating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That MemberParticipating Agency shall also indemnify and hold the Authority and the other MembersParticipating 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 MembersParticipating Agencies are responsible for a failure to meet any such requirements or are claimed to have violated any such requirements, the MembersParticipating 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 MembersParticipating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the MemberParticipating Agency or MembersAgencies shall take such prompt,

corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more MembersParticipating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION ~~14.1~~15. Withdrawal and Dissolution.

~~14.1~~15.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official memberappointed representatives of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their city or countyParticipating 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 ~~CITIES and COUNTY~~the Participating Agencies.

~~14.2~~15.2 Any party to this Agreement may withdraw from the Authority, with 30 days 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 memberParticipating Agency shall have no effect on the continuance of this Agreement among the remaining membersParticipating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining membersParticipating Agencies. No withdrawal shall become effective until 30 days six (6) months after receipt of the written notice by the Authority.

~~13.1~~ A memberParticipating Agency which has withdrawn from the Authority shall not be liable

~~14.3~~15.3 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 ~~party hereto~~Participating Agency fails to pay itsa required contribution, as determined by the ~~Authority, said entity~~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 to have voluntarily withdrawn a voluntary withdrawal from the Authority.

~~14.4~~15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by ~~COUNTY and CITIES~~a majority of the Members which are parties hereto. Said termination ~~Agreement~~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 ~~abolished~~dissolved, the individual ~~member agencies~~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 ~~14~~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 ~~Member~~ 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 ~~Member~~ agency evidenced in a written instrument signed by a duly authorized representative of that ~~Member~~ Participating Agency.

SECTION ~~15~~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~~ sections 6503.5 and 53051.

SECTION ~~16~~18. Notices.

All notices which any ~~Member or~~ 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 ~~during usual business hours at the principal office of the Member or Authority, to an officer or person apparently in charge of that office,~~ or, by ~~depositing the same in the United States~~ electronic mail, ~~postage prepaid,~~ and/or by US mail addressed to the ~~Member or~~ Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or ~~Member~~ 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 ~~or~~), ~~two~~ daydays after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

SECTION ~~17~~19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Members.Participating Agencies. However, no MemberParticipating 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 Votingvoting Directors who do not represent the assigning Member.Participating Agency. No assignment shall be effective unless and until the Authority, the MembersParticipating 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 ~~18~~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 ~~1921~~. 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 ~~2022~~. Effective Date.

This Agreement shall take effect upon its execution by ~~the chairman or mayor and clerks of the governing bodies of the County of San Luis Obispo and at least four (4) cities~~ 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 ~~eight (8)~~ counterparts which together shall constitute a single agreement.

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


PARTICIPATING AGENCIES

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

AVILA BEACH
COMMUNITY SERVICES DISTRICT
Post Office Box 309, Avila Beach, CA 93424

MEMORANDUM

TO: Avila Beach Community Services District Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 9, 2022

SUBJECT: Adoption of the Avila Beach Community Services District Water Conservation Program

Recommendation:

Receive staff report regarding the Water Conservation Program and adopt Resolution No. 2022-10 adopting the Water Conservation Program and declaring a Stage II water supply condition, or provide other direction to staff.

Discussion:

At the November 9, 2021 Board meeting staff summarized the 2016 Water Shortage Response and Management Plan and requested input from the Board and the District's customers. At the April 12, 2022 Board meeting, staff presented an updated Water Conservation Program that included suggested changes shown in "Track Changes". Most of the suggested changes were designed to make the Program clearer and afford the District more flexibility. Staff envisioned that when water supply circumstances dictate, the Board will formally declare a water shortage condition and take special efforts to notify customers of the response actions customers are required to implement pursuant to the Water Conservation Program, and any other recommended water conservation measures. The Board reviewed the staff report and the proposed changes and directed staff to bring the Program back for consideration at the June 2022 Board meeting.

At the June 14, 2022 Board meeting, staff presented a revised draft Water Conservation Program. The Water Conservation Program is intended to supersede and replace 2016 Water Shortage Response and Management Plan in its entirety. The Water Conservation Program continues to include water supply conditions, stages, and corresponding mandatory and voluntary response actions. At the June 2022 Board meeting, the Board provided comments and direction to staff regarding the Water Conservation Program. The Board directed staff to bring the Water Conservation Program back for Board consideration and adoption via resolution at the August 9, 2022 Board meeting. On August 3, 2022, staff published a summary of the resolution and a Notice of Public Hearing in the San Luis Obispo Tribune regarding adoption of the Water Conservation Program.

Based on the existing and projected water supply conditions, staff recommends that the Board declare a Stage II water supply condition. As such, the Stage II response actions are in effect upon adoption of Resolution No. 2022-10.

Resolution No. 2022-10 and the Water Conservation Program are attached for public comment and consideration by the Board. Staff recommends the Board consider any public comments regarding the Program and adopt Resolution No. 2022-10, which will rescind the 2016 Water Shortage Response and Management Plan and adopt the 2022 Water Conservation Program.

**AVILA BEACH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2022-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
AVILA BEACH COMMUNITY SERVICES DISTRICT
ADOPTING A WATER CONSERVATION PROGRAM**

WHEREAS, the Avila Beach Community Services district ("District") provides water service within the District's service area pursuant to section 61100, subdivision (a), of the Community Services District Law; and

WHEREAS, beginning in water year 2020 (October 1, 2019 to September 30, 2020), the watersheds supplying the California State Water Project ("SWP") received below-average precipitation. The California Department of Water Resources ("DWR") classified water years 2020 and 2021 as dry and critically dry, respectively. Persistent dry conditions will likely result in a critically dry designation for water year 2022. The three-year sequence of water years 2019-2022 (October 1, 2019 through September 30, 2022) is projected to be the driest on record in California for statewide precipitation; and

WHEREAS, in addition to reduced precipitation since 2020, California's climate is transitioning to a warmer setting in which historical relationships among temperature, precipitation, and runoff are changing. In 2021, the DWR's snowmelt runoff forecast over-estimated the runoff that occurred by sixty-eight percent (68%). In 2022, DWR's median runoff forecast for the Sacramento River dropped from 16.7 to 9.7 million acre-feet, a reduction of forty-two percent (42%); and

WHEREAS, on October 19, 2021, Governor Gavin Newsom proclaimed that a state of emergency exists in all California counties due to severe drought conditions and called on all local and regional water suppliers to implement water supply contingency plans that are responsive to local conditions. This proclamation followed other increasingly expansive drought declarations and executive orders that had been issued since April 2021; and

WHEREAS, the District's water supply sources include SWP allocations. On March 18, 2022, DWR reduced the SWP Table A allocation for 2022 from fifteen percent (15%) to only five percent (5%) of contract amounts. Table A allocations for 2020 and 2021 were twenty percent (20%) and five percent (5%), respectively. The last three years marks the lowest three-year combined deliveries of allocated water in the history of the SWP. Three consecutive years of low Table A allocations have strained water supplies for the District; and

WHEREAS, the District's water supplies are projected at 70 % of its entitlement for the 22/23 Water Year.

WHEREAS, article X, section 2 of the California Constitution declares that waters of the State are to be put to beneficial use; that waste, unreasonable use, or unreasonable method of use of water be prevented; and that water be conserved for the public welfare; and

WHEREAS, California Water Code sections 375 *et seq.* empower any public entity which supplies water at retail or wholesale to adopt and enforce a water conservation program to reduce the quantity of water used by those within its service area after holding a public hearing and making appropriate findings of necessity for the adoption of a water conservation program; and

WHEREAS, Water Code section 375, subdivision (c), defines “public entity” to include a city, county, special district, water authority, or any other municipal public corporation or district; and

WHEREAS, on May 24, 2016, by Resolution No. 2016-04, the District adopted a Water Shortage Response and Management Plan pursuant to Water Code sections 375 *et seq.*; and

WHEREAS, in light of changing circumstances and the need for greater flexibility in responding to water shortage and drought conditions, the District seeks to rescind its Water Shortage Response and Management Plan and adopt a water conservation program, a true and correct copy of which is attached hereto as Exhibit "A" (the “Water Conservation Program”); and

WHEREAS, regulation of the time of certain water use, the manner of certain water use, and the method of application of water for certain uses, as set forth in the Water Conservation Program, provides an effective and immediately available means of conserving water and may delay or avoid the need to declare a water shortage emergency pursuant to Water Code sections 350 *et seq.*; and

WHEREAS, due to persistent and unpredictable water conditions in the State of California and County of San Luis Obispo and the declared policy of the State of California to conserve water to the greatest extent possible, it is necessary and appropriate for the District to adopt, implement, and enforce the Water Conservation Program to (i) reduce the quantity of water used by District consumers for the purpose of conserving the District’s water supplies, (ii) provide greater assurances that there will be adequate water to meet the present and future needs of District residents; (iii) prevent the waste or unreasonable use of District water, and (iv) conserve water to ensure that there is sufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, based on the Staff Report, staff presentation and public comment, the District’s Board of Directors (“Board”) further finds this Resolution is adopted for the protection of the health, safety and welfare of District water customers who depend on the District for a reliable water supply and is intended to minimize the effects of water supply shortages that are the result of drought; and

WHEREAS, the Board finds that the adoption of the Water Conservation Program is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Public Resources Code section 21080, subdivision (b)(4), and Cal. Code Regs. Title 14 section 15269, subdivision (c), because such action is necessary to prevent or mitigate an immediate emergency. Additionally, where it can be seen with certainty that there is no possibility that the proposed

actions may have a significant impact on the environment, those actions are not subject to CEQA pursuant to Cal. Code Regs. Title 14 section 15061, subdivision (b)(3). Finally, adoption of the Water Conservation Program is not a “project” as defined by Cal. Code Regs. Title 14 section 15378 because it will not result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

WHEREAS, on August 9, 2022, the District held a public hearing and made appropriate findings of necessity for the adoption of the Water Conservation Program. During said hearing, the Board received information, comments, testimony, and other evidence provided by Board members, staff, and the public pertaining to these matters, and that analysis is incorporated into this Resolution as though set forth in full; and

WHEREAS, notice of said hearing was published in accordance with Water Code section 376 on August 3, 2022, in the San Luis Obispo Tribune, a newspaper of general circulation printed, published, and circulated within Santa Luis Obispo County.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the AVILA BEACH COMMUNITY SERVICES DISTRICT, as follows:

Section 1. The District hereby finds and declares that the above recitals are true and correct.

Section 2. The Water Shortage Response and Management Plan adopted on or about May 24, 2016 pursuant to Resolution No. 2016-04 is hereby rescinded and replaced in its entirety by the Water Conservation Program. The Board adopts the Water Conservation Program attached as Exhibit "A" to this Resolution.

Section 3. The Board, based on the facts and circumstances set forth above, does hereby find and determine that:

- a. It is necessary and appropriate for the District to adopt, implement, and enforce the Water Conservation Program to (i) reduce the quantity of water used by District consumers for the purpose of conserving the District’s water supplies, (ii) provide greater assurances that there will be adequate water to meet the present needs of District residents consistent with District Code section 3.28.020; (iii) prevent the waste or unreasonable use of District water, and (iv) conserve water to ensure that there is sufficient water for human consumption, sanitation, and fire protection; and
- b. Conservation of current water supplies and minimization of the effects of water supply shortages that are the result of drought are essential to the public health, safety, and welfare of District customers.

Section 4. A Stage II water supply condition is hereby declared and will remain in effect until rescinded by the Board. As such, the Stage II response actions are in effect upon the adoption of this Resolution.

Section 5. The District's General Manager shall take all steps necessary to implement and adopt this Resolution and enforce the Water Conservation Program.

Section 6. This Resolution shall take effect immediately upon its adoption.

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

AYES:

NOES:

ABSENT:

The foregoing Resolution is hereby passed, approved and adopted by the Board of Directors of the Avila Beach Community Services District this 9th day of August 2022.

Peter Kelley
President of the Board
AVILA BEACH COMMUNITY
SERVICES DISTRICT

ATTEST:

Brad Hagemann
General Manager
and Secretary to the Board

AVILA BEACH COMMUNITY SERVICES DISTRICT

WATER CONSERVATION PROGRAM

1. INTRODUCTION

In 2016, by Resolution No. 2016-04, Avila Beach Community Services District (the “District”) adopted a Water Shortage Response and Management Plan. Due to changing circumstances and the need for greater flexibility in responding to water shortage and drought conditions, the District adopted this Water Conservation Program (“Program”). This Program supersedes in its entirety the 2016 Water Shortage Response and Management Plan, which is no longer in effect.

The Program is intended to encourage responsible water use, conserve District water supplies and ultimately protect the District’s customers. Currently, the District is entitled to approximately 168 acre-feet of water per year¹ from various sources.² The District’s customers have historically used approximately eighty (80) to ninety (90) acre-feet of water per year.

This Program establishes five (5) drought condition stages that relate to the District’s projected available water supplies and corresponding mandatory or voluntary water conservation practices. As set out below, the voluntary and mandatory water conservation practices intensify as the drought conditions worsen. To avoid the need for the District to take action to prohibit certain water uses, all District customers should make a daily effort to conserve water.

This Program applies equally to all District customers, including, but not limited to, customers that receive water from the District and put it to use on parcels for residential, commercial, or industrial purposes.

The District may amend this Program if it determines that changes are necessary to conserve the District’s water supplies. The District may also amend this Program if the District determines that certain water uses impede the District’s ability to supply water for domestic use, fire protection or sanitation, or if certain water uses impede the District’s efforts to achieve water use reduction requirements imposed by the District, the County of San Luis Obispo, the State of California, or any agency or authority with jurisdiction over the District.

¹ One acre-foot equals approximately 326,000 gallons, or enough water to cover an acre of land, about the size of a football field, one foot deep.

² The District’s current water supplies include 68 acre-feet of Lake Lopez Water, 100 acre-feet of State Water Project allocations and a 100 acre-foot “State Water Drought Buffer.”

2. WATER SUPPLY CONDITIONS AND RESPONSE ACTIONS

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
I	All times	<ol style="list-style-type: none"> 1. The District will continue outreach and education programs regarding water conservation best management practices. 2. The District will continue encouraging all District customers to implement the following conservation practices: <ol style="list-style-type: none"> a. Identify and fix all plumbing and irrigation leaks immediately; b. Stop washing paved surfaces and hardscape, including, but not limited to, sidewalks, driveways, parking lots, or patios, building and structures, except when it is necessary for health and safety reasons, such as immediate fire protection; c. Limit irrigation to two (2) days per week and after 8:00 PM and before 9:00 AM, unless a different irrigation schedule is established by the District or its General Manager; d. Check all irrigation systems for leaks monthly; e. Stop irrigation practices and water use that results in runoff onto nearby surfaces, including, but not limited to, adjacent property, non-irrigated areas, hardscapes, or roadways; f. Only wash cars, boats, recreational vehicles or other vehicles or equipment at commercial establishments that re-circulate water, or using a bucket and a hand-held hose with a shut-off nozzle; g. Stop operating decorative water features, such as fountains and ponds, unless re-circulated water is used; and h. <u>Eating Establishments</u>: All eating or drinking establishments located within the District's service area, including, but not limited to, restaurants, cafes, cafeterias, bars, and other eating or drinking establishments, should only serve drinking water upon request; and i. <u>Lodging Establishments</u>: All lodging establishments within the District's service area, including, but not limited to, hotels, resorts, 	Not Applicable.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>motels, or other commercial establishments that offer lodging, should provide guests with the option of choosing not to have towels and/or linens laundered daily. The hotel or motel should prominently display notice of this option in each guestroom in a clear and easily understood manner.</p>	
II	<p>Supplies Projected at 70% of Entitlements (estimated:118 AFY)</p>	<ol style="list-style-type: none"> 1. The District will commence more aggressive conservation outreach and education efforts. 2. Customers must implement all Stage I conservation practices during a Stage II shortage and must also comply with the following <u>mandatory conservation practices</u>: <ol style="list-style-type: none"> a. Limit landscape irrigation, whether by automated system, by hose or by other means, according to the schedule, if any, established by the District upon declaring a Stage II shortage or by the General Manager and posted at the District's office; b. Stop all irrigation practices during and forty-eight (48) hours following measurable rainfall; c. Cover swimming pools and spas to prevent loss from evaporation; and d. Repair all leaks within seventy-two (72) hours of discovery or notification by the District, unless other arrangements are made with the District's General Manager. e. <u>Eating Establishments</u>: All eating or drinking establishments located within the District's service area, including, but not limited to, restaurants, cafes, cafeterias, bars, and other eating or drinking establishments, must (i) post, in a conspicuous place, a notice of drought condition and (ii) refrain from serving drinking water except upon specific request. f. <u>Lodging Establishments</u>: All lodging establishments within the District's service area, including, but not limited to, hotels, resorts, motels, or other commercial establishments that offer lodging, must post, in a conspicuous place, in each room and in a common area a notice of drought condition containing water conservation information and a separate notice with language 	<p>Projected Supplies greater than 70% of Entitlement.</p>

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>substantially similar to the following:</p> <p>“This region is suffering a serious water shortage. Sheets and towels are customarily changed between guests. If you would like your sheets changed during your stay, please notify the front desk or leave this notice on your pillow. If you would like your towels changed during your stay, please leave them on the floor in the bathroom, and housekeeping will be pleased to accommodate you.”</p>	
III	Supplies Projected at 60% of Entitlements (estimated: 101 AFY)	<ol style="list-style-type: none"> 1. Customer <u>must</u> implement all Stage I and Stage II conservation practices during a Stage III shortage and <u>must</u> also comply with the following <u>mandatory conservation practices</u>: <ol style="list-style-type: none"> a. Limit landscape irrigation according to the schedule established, if any, by the District upon declaring a Stage III shortage or by the General Manager and posted at the District’s office; b. Stop filling, re-filling or operating ornamental water features, including, but not limited to, lakes, ponds or fountains, except to the extent needed to sustain aquatic life, provided that such animals have been actively managed within the water feature prior to declaration of the Stage III shortage; c. Do not drain or fill swimming pools or spas; d. Do not use potable water for dust control; e. Only wash cars, boats, recreational vehicles or other vehicles or equipment at commercial establishments that re-circulate water; f. Repair all leaks within forty-eight (48) hours of discovery or notification by the District, unless other arrangements are made with the General Manager. 2. During Stage III drought conditions, and to the extent the District has the ability to provide such water, the District intends to continue processing pending applications for new water services, and intends to allow new water service connections that were approved prior to the Stage III declaration. 	Projected Supplies greater than 60% of Entitlement.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>3. After analyzing the prevailing conditions, such as weather, supply shortages and customer demand, the District may declare a Water Shortage Emergency pursuant to Water Code section 350, <i>et seq.</i>³ The District, by the declaration, may:</p> <ul style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential;” c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. 	
IV	Supplies Projected at 55% of Entitlements (estimated: 92 AFY)	<p>1. Customer <u>must</u> implement all Stage I, II, and III conservation practices during a Stage IV shortage and <u>must</u> also comply with the following <u>mandatory conservation practices</u>:</p> <ul style="list-style-type: none"> a. Limit landscape irrigation according to the schedule established, if any, by the District upon declaring a Stage IV shortage or by the General Manager and posted at the District’s office; b. Repair all leaks within twenty-four (24) hours of discovery or notification by the District unless other arrangements are made with the General Manager. <p>2. During a Stage IV shortage, the District intends to allow new water service connections to projects with preexisting service commitments, so long as the District’s water supply allows.</p> <p>3. After analyzing the prevailing conditions, such as</p>	Projected Supplies greater than 55% of Entitlement.

³ During a declared water shortage emergency, Water Code section 350 *et seq.* authorizes water suppliers to adopt regulations and restrictions on the delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs, even though such restrictions may conflict with laws that establish the rights of individual consumers to receive water on a particular basis. (Water Code, § 357.)

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>weather, supply shortages and customer demand, the District may, if it has not already, declare a Water Shortage Emergency in accordance with Water Code section 350, <i>et seq.</i> As part of the Water Shortage Emergency Declaration, the District may:</p> <ul style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential;” c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. 	
V	Supplies Projected at 50% of Entitlements (estimated: 84 AFY)	<ul style="list-style-type: none"> 1. Customer <u>must</u> implement all Stage I, II, III, and IV conservation practices during a Stage V shortage and <u>must</u> also comply with the following <u>mandatory conservation practices</u>: <ul style="list-style-type: none"> a. Stop all landscape irrigation and turn off all automated irrigation systems. This does not apply to the following categories of water use unless the District declares otherwise: <ul style="list-style-type: none"> i. Maintenance of established trees and shrubs that are watered on a schedule established by the District or its General Manager; ii. Maintenance of existing landscaping that is necessary for fire protection as determined by the fire protection agency having jurisdiction over the property to be irrigated; iii. Maintenance of existing landscaping for erosion control; and iv. Watering of livestock. 2. After analyzing the prevailing conditions, such as weather, supply shortages and customer demand, the District may, if it has not already, declare a Water Shortage Emergency in accordance with Water Code section 350, <i>et seq.</i> As part of the Water Shortage 	Projected Supplies greater than 50% of Entitlement.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>Emergency Declaration, the District will:</p> <ul style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential”; c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. 	

3. ENFORCEMENT

The District’s General Manager, or any other individual directed by the Board of Directors to enforce this Program, has the duty to enforce the provisions of this Program consistent with California law. This Program shall be enforced pursuant to Water Code section 377, as amended from time to time, and any other statute that provides for the enforcement of water conservation programs adopted pursuant to Water Code section 375, *et seq.*