

AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424
Meeting Room and Office – 191 San Miguel Street, Avila Beach
Telephone (805) 595-2664 FAX (805) 595-7623
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AGENDA

REGULAR BOARD MEETING

7:00 pm Wednesday, August 17th, 2016

BOARD MEETING LOCATION

AVILA BEACH CIVIC ASSOCIATION BOARD ROOM
191 SAN MIGUEL STREET
AVILA BEACH, CALIFORNIA

1. **CALL TO ORDER: 7:00 P.M.**

2. **ROLL CALL: Board Members:**

Pete Kelley, President
John Janowicz, Vice President
Lynn Helenius, Director
Ken San Filippo, Director
Eric DeWeese, Director

3. **PUBLIC COMMENT**

Members of the public wishing to comment or bring forward any items concerning District operations **which do not appear on tonight'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**

Items of District interest which may be placed on later agendas, or where staff needs to inform Board.

A. County Reports

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

B. 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 July 12th, 2016 Regular Meeting
- B. Monthly Financial Review, June and July
- C. General Manager and District Engineer Report
- D. Water and Wastewater Superintendent Report

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. Sea Life Center, Request for Consideration on Water/Sewer Bills
(Action Required: Consider Request From Sea Life Center for waiving a portion of their water/sewer bill due to irrigation system leak)
- B. Award Contract to Electricraft to Power drop at Water Tank Site
(Action Required: Receive Staff Report and Consider Awarding a Contract to Electricraft to Install Power at the Water Tank Site)
- C. Wastewater Treatment Agreement With Port San Luis Harbor District
(Action Required: Receive Staff Report and Consider Approving the Updated Wastewater Treatment Plant Agreement With Port San Luis Harbor District)
- D. Conflict of Interest Code Review/Update
(Action Required: Review staff report and adopt updates as appropriate)

8. PUBLIC COMMENT ON CLOSED SESSION ITEMS

- A. Legal Counsel Evaluations

ADJOURN TO CLOSED SESSION

REPORT ON CLOSED SESSION / ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

9. COMMUNICATIONS/ CORESPONDENCE

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.

10. Adjourn to next regularly scheduled meeting on September 13th, 2016

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, 191 San Miguel 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.

**AVILA BEACH COMMUNITY SERVICES DISTRICT
MINUTES OF REGULAR MEETING
July 12th, 2016**

1. CALL TO ORDER

President Pete Kelley called the regular meeting of the Board of Directors of the Avila Beach Community Services District, to order at 7:00 p.m. on the above date, in the Avila Beach Civic Center Meeting Room.

2. ROLL CALL

Board Members Present:

Pete Kelley
John Janowicz
Ken San Filippo
Lynn Helenius
Eric DeWeese

Staff Present:

Brad Hagemann, General Manager and District Engineer
Kristi Dibbern, Accounting Clerk
Mike Seitz, Legal Counsel

3. PUBLIC COMMENTS

General Manager Hagemann attended the Zone 3 TAC Meeting on July 7th, 2016.

4. INFORMATION AND DISCUSSION ITEMS

A. County Reports

1. SLO Sheriff:

The Sheriff was not able to attend.

2. CAL Fire Report:

Battalion Chief Paul Lee from CAL Fire reported 58 calls for service this month 44 of those were medical related. Chief Lee reported full peak staffing is in place. Currently all of the fire engines have a full team. Fourth of July was smooth and uneventful. CAL Fire responded to the bomb threat that occurred in Avila on the evening of Friday, July 1st. One fire engine was on standby along with the Sheriff's department. The threat turned out to be a large hoax. Chief Lee reminded the Board and public no campfires or fireworks allowed.

5. CONSENT ITEMS

- A. Approval of the Minutes for the following meetings: June 14th, 2016 Meeting
- B. General Manager/District Engineer Report
- C. Water & Wastewater Superintendent Report
- D. Capital Projects Status Report

6. DISCUSSION OF PULLED CONSENT ITEMS.

President Kelley introduced the consent items and inquired if any member of the Board or public wished to address any items. Loch Dreizler, the Port Facilities Manager reported the Harbor District’s intention is to move the pier barricade gate out toward the ocean about 90 feet. Director Janowicz made the motion to adopt the consent items. Director Kelley seconded the motion and it passed with a roll call vote 5-0.

AYES: Pete Kelley
 John Janowicz
 Ken San Filippo
 Eric Deweese
 Lynn Helenius

NOES: None

ABSENT: None

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

A. James Caruso San Luis County Planning Department

James Caruso, Senior Planner with the County Planning Department addressed the Board. The Board requested Mr. Caruso provide a presentation/discussion regarding the potential build-out for the District based on existing County Planning policies. Mr. Caruso commented that the Planning Department is processing a number of development projects within District service area. The new projects are typically higher density and are being built on lots that were previously single family dwellings. Mr. Caruso responded to the question, “How should the Board allocate water resources?” Caruso commented that it is difficult to project the amount of water needed for the future, due to the fact that the County Planning Department regulates the land use and density and Avila CSD provides the water and sewer services. Mr. Caruso stated that the Avila Beach Specific Plan is the document that should help connect these two issues.

Caruso noted that the Avila Beach CSD service area is too small to require an Urban Water Management Plan, but he did suggest the Board study the land uses and density on a lot-by-lot basis to identify the buildout potential. Mr. Caruso noted that commercial retail within the District is currently almost all developed. Caruso mentioned that predicting development potential out more than 10 years is difficult and usually inaccurate and a twenty-year forecast is highly inaccurate. Caruso explained the Planning Department’s criteria is: If a lot is under 6000 square feet only one unit can be built. If a lot is zoned Residential/ Multi-Family (RMF) and the lot is over 6000 square feet, twenty four to thirty six units per acre are allowed. Maximum floor area for a structure is 65% of the lot area. The Planning Commission zone changes are the “unknowns” and very difficult to predict.

Terri San Filippo of Avila Beach asked if the County Planning Department considers the “historical value” of some of the buildings located in Avila. Caruso responded that historical analysis reports have been prepared for a few properties deemed “historical”.

Dan Kleinsmith, asked if the planning rules had changed over the recent years in regards to height restrictions, setbacks and the safety of access roadways. Caruso commented that land use regulations have not changed. However, County Public Works Department is working on the crossing at Second and San Luis Streets, in Avila. Anyone that has concerns with streets and access in regards to density should contact Glenn Marshall, at San Luis County Public Works 805-781-5252. The Avila Specific Plan complies with the County’s performance standards.

Ken San Filippo commented that Avila Valley Advisory Council (AVAC) residential advisory committee works closely with County Planning Department. The AVAC Board has asked that the Planning Department comply with the 50 foot rule in regards to Vacation Rentals (fifty feet between each vacation rental). Caruso closed the presentation by saying: It is important to overestimate the water demand and assume that any property with development potential, will be developed.

B. California Special Districts Association Board of Directors Election

After some discussion on the issue, a motion was made by Director Kelley for staff to complete the CSDA ballot voting for Jeff Hodge. Director Janowicz seconded the motion and it passed with a roll call vote 5-0.

AYES: Pete Kelley
 John Janowicz
 Ken San Filippo
 Eric Deweese
 Lynn Helenius

NOES: None

ABSENT: None

C. Fats, Oil and Grease Program Services Contract

General Manager Hagemann explained Wallace Group has historically provided FOG program services for the District and they provide FOG Services to several local municipalities. They have done a commendable job in the past. Staff recommends retaining Wallace Group to provide FOG program services for FY 2016/17. Director Kelley made the motion to retain Wallace Group for Fats, Oil and Grease Program Services. Director Helenius seconded the motion and it passed with a roll call vote 5-0.

AYES: Pete Kelley
John Janowicz
Ken San Filippo
Eric Deweese
Lynn Helenius

NOES: None

ABSENT: None

D. Consider the Concept of the District Accepting Responsibility for the Former Avila School House

After considerable discussion by the Board members regarding the District's current LAFCO approved roles and responsibilities and the District's ability to provide any financial support, President Kelley made a motion for the District to prepare a letter of support for the Save our Schools Organization by sending a Letter that included the following statement. "We, The Avila Beach Community Service District, support Save Our School in their quest to preserve the Avila Schoolhouse, in order to maintain the common area for historical interpretation, display and storage of historical documents in whole or in part." Director Janowicz seconded the motion and it passed with a roll call vote 5-0.

AYES: Pete Kelley
John Janowicz
Ken San Filippo
Eric DeWeese
Lynn Helenius

NOES: None

ABSENT: None

E. Confirm Board Member Attendance at the August 9, Board Meeting

Several members of the Board stated that they would likely be out of town during the regularly scheduled August 9th Board Meeting. An alternative date of Wednesday, August 17th, 2016 was selected. The location of the meeting will be announced and posted on the District website.

8. COMMUNICATIONS:

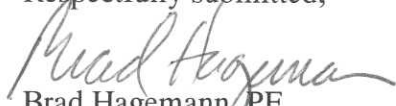
Director Janowicz suggested we place on the next agenda an item to discuss parking within the District.

ADJOURNMENT: The meeting was adjourned at 8:40p.m.

Several Directors will be absent the second Tuesday of August, therefore the next regular meeting of the Avila Beach Community Services District is scheduled for Wednesday, August 17, 2016 at 7:00 pm. The location is to be announced.

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 17th, 2016

SUBJECT: Monthly Financial Review for June & July 2016

Recommendation:

Receive and file report.

Overall Monthly Summary

During June the District made deposits in the amount of \$70,702.41 and experienced \$63,475.90 in expenses (cash basis). The deposits by fund and checks by fund are provided as an attachment to this report. Income in June included \$5,821.85 in County tax income and \$62,666.43 in monthly water and sewer fees. Monthly operation and maintenance expenses are also within the anticipated range.

During the month of July the District deposited \$81,339.56 and incurred \$223,360.46 in expenses (cash basis). Income in July included \$6,685.89 in County tax income and \$72,670.26 in monthly water and sewer fees. Monthly expenses for July were significantly higher due to a number of "first of the fiscal year" expenses and carry-over expenses from June that were paid in July. One time annual Administrative expenses included: Annual LAFCO fees of \$4,767; SDRMA General Liability and Workman's Comp Insurance fees of \$15,500; and CalPERS unfunded retiree liability of \$12,288. Operationally we paid two FRM monthly operational invoices (May and June) for a total of \$46,700; we also paid the first semi-annual payment for Lopez Water at \$47,500; the annual fixed O & M costs to CCWA for State Water at \$24,250; and the first semi-annual payment for State Water at \$26,700.

Detailed financial reports including a Balance Sheet, Deposits by Fund, Checks by Fund Actual as well as a Profit and Loss Sheet for June & July are provided for your information.

Utility Service Billing

For the month of June the District billed approximately \$77,840.82 in water and sewer service charges. Customer Rate Assistance amounted in a reduction of billing charges to the District in the amount of \$503.93. Delinquent accounts with payments past due of 60 days or more are still relatively low, but we did issue approximately 4 “door hanger” shut-off notices in June to accounts that were over 60 days late. Customers responded by making payment arrangements with staff. Three accounts were placed into collections for renters who moved and did not settle their bill.

During July the District billed approximately \$110,327.39 in water and sewer service charges. Customer Rate Assistance amounted in a reduction of billing charges by \$483.26. Three delinquent accounts with payments 60+ days past due are on a payment schedule.

Operation and Maintenance

Staff is also including the Fluid Resource Management (FRM) Statement for July 2016. The Statement provides a summary of the “Add-Service” work order tasks and fees for the month along with the monthly contract Operations and Maintenance fee of \$16,250. Based on the tasks outlined the FRM Operations contract, staff has divided the fee to \$11,000 in the Sanitary Funding Class and \$5,250 in the Water Funding Class.

Avila Beach Community Services District
Profit & Loss
June 2016

	<u>Jun 16</u>
Ordinary Income/Expense	
Income	
4000 · Income Summary	
4010 · Operating Revenue	81,674.25
4012 · Solid Waste Franchise Fee	1,663.66
4020 · Contract Services-Ambulance	960.01
4030 · County Taxes	5,821.85
4050 · Harbor Charges	
4052 · Front Street Lighting	312.28
4053 · WWTP O&M	9,086.86
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Total 4050 · Harbor Charges	9,399.14
4090 · Rental Income	3,104.00
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Total 4000 · Income Summary	102,622.91
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Total Income	102,622.91
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Gross Profit	102,622.91
Expense	
5100 · Merchant Credit Card Fees TIB	51.24
5200 · Payroll Expenses	
5210 · Gross Wages	
5211 · Regular Pay	2,949.35
5012 · Holiday Pay	0.00
5014 · Sick Pay	0.00
5016 · Vacation Pay	0.00
	<hr/>
Total 5210 · Gross Wages	2,949.35
5230 · Payroll Taxes	51.47
5240 · Health & Medical Exp.	
5242 · Health Insurance	600.00
	<hr/>
Total 5240 · Health & Medical Exp.	600.00
5250 · PERS Company Pd Expense	
5444 · PERS Co Pd Kathy	993.00
5446 · PERS Co Pd Kristi	545.69
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Total 5250 · PERS Company Pd Expense	1,538.69
5280 · Payroll Administration & Misc.	97.16
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Total 5200 · Payroll Expenses	5,236.67
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6000 · Administrative Overheads	
6102 · Accounting	247.50

Avila Beach Community Services District
Profit & Loss
June 2016

	<u>Jun 16</u>
6104 · Administrative Transfer	0.00
6115 · Bank Service Charges	29.02
6135 · Legal	2,959.40
6140 · Office Supplies & Postage	249.52
6145 · Public Notices	99.22
6150 · Rate Assistance	503.93
6155 · Rent	792.91
Total 6000 · Administrative Overheads	4,881.50
6500 · Operating Expenses	
6503 · Chemicals	1,918.06
6505 · Contract Labor	28,512.19
6520 · Equipment Repair & Maint.	
6522 · Equip. Rep. & Maint-Avila & HD	1,213.96
6524 · Equip. Rep. & Maint. Avila Only	40.00
Total 6520 · Equipment Repair & Maint.	1,253.96
6525 · Fat Oil & Grease (FOG)	2,699.19
6535 · Insurance	1,492.62
6540 · Lab Tests	7,570.00
6550 · Operating Supplies	116.33
6555 · Permits & Fees	1,974.40
6580 · Solids Handling	1,350.00
6585 · Telephone / Internet	620.28
6590 · Utilities	2,911.59
Total 6500 · Operating Expenses	50,418.62
6800 · Water	
6805 · State Water	585.68
Total 6800 · Water	585.68
Total Expense	61,173.71
Net Ordinary Income	41,449.20
Other Income/Expense	
Other Income	
7200 · Non-Operating Income	
7210 · Capacity Fees Paid	1,000.00
7220 · CIP Harbor	10,571.00
Total 7200 · Non-Operating Income	11,571.00
Total Other Income	11,571.00
Other Expense	
8200 · Non-Operating Expenses	

Avila Beach Community Services District
Profit & Loss
June 2016

	<u>Jun 16</u>
8230 · Capital Purchases in Prog Sani	
8231 · WW-1 WWTP Upgrade	515.75
8237 · WW-7 Misc. Wastewater Projects	<u>7,557.31</u>
Total 8230 · Capital Purchases in Prog Sani	<u>8,073.06</u>
Total 8200 · Non-Operating Expenses	<u>8,073.06</u>
Total Other Expense	<u>8,073.06</u>
Net Other Income	<u>3,497.94</u>
Net Income	<u><u>44,947.14</u></u>

Avila Beach Community Services District
Balance Sheet
As of June 30, 2016

	<u>Jun 30, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1005 · Cash	821.74
1010 · Heritage Oaks General Checking	428,179.60
1030 · B of A - Payroll	22,949.19
1050 · LAIF	2,219,633.04
	<hr/>
Total 1000 · Cash Summary	2,671,583.57
	<hr/>
Total Checking/Savings	2,671,583.57
Accounts Receivable	
1200 · *Accounts Receivable	175,340.03
	<hr/>
Total Accounts Receivable	175,340.03
Other Current Assets	
1250 · Receivables	
1270 · Taxes Receivable	8,787.45
1280 · Water & Sewer Billings	149,972.82
1250 · Receivables - Other	150.00
	<hr/>
Total 1250 · Receivables	158,910.27
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Total Other Current Assets	158,910.27
	<hr/>
Total Current Assets	3,005,833.87
Fixed Assets	
1600 · Fixed Assets & Acc. Depr.	
1605 · Office Equipment	
1606 · Copier Samsung 2012	8,233.58
1609 · Office Equipment Accum Depr	-5,214.59
	<hr/>
Total 1605 · Office Equipment	3,018.99
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 & Admin.	0.00
1620 · Fixed Assets - Sanitary	
1622 · Land	60,294.00
1626 · Collection Assets	
1627 · Collection Assets Cost	933,394.00
1628 · Collect Assets Accum Depr	-316,231.75
	<hr/>

Avila Beach Community Services District
Balance Sheet
As of June 30, 2016

	<u>Jun 30, 16</u>
Total 1626 · Collection Assets	617,162.25
1630 · Disposal Equipment	
1631 · Disposal Equip Cost	523,122.64
1632 · Disposal Equip Accum Depr	<u>-164,756.11</u>
Total 1630 · Disposal Equipment	358,366.53
1635 · Treatment Plant	
1636 · Treatment Plant Original	105,000.00
1637 · Treatment Plant Addition	1,868,782.91
1638 · Treatment Plant Accum Dep	<u>-886,106.88</u>
Total 1635 · Treatment Plant	1,087,676.03
1642 · Treatment Equipment	
1643 · Treatment Equip Cost	1,105,455.00
1644 · Treatment Equip Accum Depr	-524,539.28
1642 · Treatment Equipment - Other	<u>205,485.61</u>
Total 1642 · Treatment Equipment	<u>786,401.33</u>
Total 1620 · Fixed Assets - Sanitary	2,909,900.14
1650 · Fixed Assets - Water	
1652 · Equipment	
1653 · Equipment Cost	21,136.28
1654 · Equipment Accum Depr	<u>-21,136.28</u>
Total 1652 · Equipment	0.00
1656 · Distribution Assets	
1657 · Distribution Assets Cost	1,109,466.00
1658 · Dist Assets Accum Depr	<u>-557,889.77</u>
Total 1656 · Distribution Assets	<u>551,576.23</u>
Total 1650 · Fixed Assets - Water	551,576.23
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	29,810.00
1682 · Gen / Fire Accum Dep	<u>-29,810.00</u>
Total 1680 · Structures - Fixed Asset	<u>0.00</u>
Total 1600 · Fixed Assets & Acc. Depr.	<u>3,464,495.36</u>
Total Fixed Assets	<u>3,464,495.36</u>
TOTAL ASSETS	<u>6,470,329.23</u>
LIABILITIES & EQUITY	

Avila Beach Community Services District
Balance Sheet
As of June 30, 2016

	<u>Jun 30, 16</u>
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	1,885.00
Total Accounts Payable	1,885.00
Other Current Liabilities	
2200 · Payroll Liabilities	
2240 · Health Insurance	
2241 · Employee	0.01
2240 · Health Insurance - Other	-0.01
Total 2240 · Health Insurance	0.00
2250 · PERS Liability	-288.27
Total 2200 · Payroll Liabilities	-288.27
2260 · Vacation Payable	2,274.30
2300 · Deposits Held	
2303 · Water Deposits Held	6,620.00
2304 · Fire Station Deposit	2,000.00
2305 · Capacity Fees Held	245,907.16
Total 2300 · Deposits Held	254,527.16
Total Other Current Liabilities	256,513.19
Total Current Liabilities	258,398.19
Total Liabilities	258,398.19
Equity	
3900 · Retained Earnings	6,172,794.75
Net Income	39,136.29
Total Equity	6,211,931.04
TOTAL LIABILITIES & EQUITY	6,470,329.23

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

June 2016

08/08/16

Type	Date	Memo	Split	Amount	Balance
General / Admin					
Deposit	06/02/2016	TCF MAY 16 ME MAY 2016, IMPR #1 - SUPP, PROP TAX - Gen 70%, Lig...	1010 · Heritage Oaks Gener...	-503.85	-503.85
Deposit	06/06/2016	S L Ambulance Contract Services	1010 · Heritage Oaks Gener...	-960.01	-1,463.86
Deposit	06/07/2016	Farm Supply refund	1010 · Heritage Oaks Gener...	-108.00	-1,571.86
Deposit	06/09/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-1,280.91	-2,852.77
Deposit	06/09/2016	Rental Income	1010 · Heritage Oaks Gener...	-3,104.00	-5,956.77
Deposit	06/30/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-268.87	-6,225.64
Total General / Admin				-6,225.64	-6,225.64
Lights					
Deposit	06/02/2016	TCF MAY 16 ME MAY 2016, IMPR #1 - SUPP, PROP TAX - Gen 70%, Lig...	1010 · Heritage Oaks Gener...	-35.99	-35.99
Deposit	06/09/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-91.49	-127.48
Deposit	06/30/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-19.20	-146.68
Total Lights				-146.68	-146.68
Sanitary					
Deposit	06/02/2016	TCF MAY 16 ME MAY 2016, WAST SUPP & PROP TAX - Sanitary	1010 · Heritage Oaks Gener...	-707.87	-707.87
Deposit	06/06/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,086.49	-2,794.36
Deposit	06/06/2016	Rate Assistance	1010 · Heritage Oaks Gener...	42.36	-2,752.00
Deposit	06/06/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-2,752.00
Deposit	06/06/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-31.67	-2,783.67
Deposit	06/07/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,735.69	-5,519.36
Deposit	06/07/2016	Rate Assistance	1010 · Heritage Oaks Gener...	28.24	-5,491.12
Deposit	06/07/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-5,491.12
Deposit	06/07/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-3.07	-5,494.19
Deposit	06/09/2016	F:0895 A:0760 AVILA BEACH IMP # 1 - Sanitary	1010 · Heritage Oaks Gener...	-1,801.99	-7,296.18
Deposit	06/09/2016	Sani Rec	1010 · Heritage Oaks Gener...	-89.80	-7,385.98
Deposit	06/09/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-7,385.98
Deposit	06/09/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-7,385.98
Deposit	06/09/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	0.00	-7,385.98
Deposit	06/09/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,060.44	-9,446.42
Deposit	06/09/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-9,439.36
Deposit	06/09/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-9,439.36
Deposit	06/09/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	22.85	-9,416.51
Deposit	06/10/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,709.72	-12,126.23
Deposit	06/10/2016	Rate Assistance	1010 · Heritage Oaks Gener...	12.71	-12,113.52
Deposit	06/10/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-12,113.52
Deposit	06/10/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-47.47	-12,160.99
Deposit	06/13/2016	Sani Rec	1010 · Heritage Oaks Gener...	-1,123.18	-13,284.17
Deposit	06/13/2016	Rate Assistance	1010 · Heritage Oaks Gener...	28.24	-13,255.93
Deposit	06/13/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-13,255.93
Deposit	06/13/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	4.98	-13,250.95
Deposit	06/15/2016	Sani Rec	1010 · Heritage Oaks Gener...	-8,487.69	-21,738.64
Deposit	06/15/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-21,724.52
Deposit	06/15/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	628.22	-21,096.30
Deposit	06/15/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	1.34	-21,094.96
Deposit	06/16/2016	Sani Rec	1010 · Heritage Oaks Gener...	-5,141.37	-26,236.33
Deposit	06/16/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-26,222.21
Deposit	06/16/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	65.90	-26,156.31
Deposit	06/16/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	34.15	-26,122.16
Deposit	06/20/2016	Sani Rec	1010 · Heritage Oaks Gener...	-1,987.52	-28,109.68
Deposit	06/20/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-28,095.56
Deposit	06/20/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-28,095.56
Deposit	06/20/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-198.39	-28,293.95
Deposit	06/21/2016	Sani Rec	1010 · Heritage Oaks Gener...	-708.50	-29,002.45
Deposit	06/21/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-29,002.45
Deposit	06/21/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-29,002.45
Deposit	06/21/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	47.07	-28,955.38
Deposit	06/27/2016	Sani Rec	1010 · Heritage Oaks Gener...	-599.30	-29,554.68
Deposit	06/27/2016	Rate Assistance	1010 · Heritage Oaks Gener...	21.18	-29,533.50
Deposit	06/27/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-29,533.50
Deposit	06/27/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	4.71	-29,528.79
Deposit	06/30/2016	F:0895 A:0760 AVILA BEACH IMP # 1 - Sanitary	1010 · Heritage Oaks Gener...	-378.24	-29,907.03
Total Sanitary				-29,907.03	-29,907.03
Solid Waste					
Deposit	06/13/2016	Waste Connections, Inc. Franchise Fee SW	1010 · Heritage Oaks Gener...	-1,663.66	-1,663.66
Total Solid Waste				-1,663.66	-1,663.66
Water					
Deposit	06/02/2016	TCF MAY 16 ME MAY 2016, IMPR #1 - SUPP, PROP TAX - Gen 70%, Lig...	1010 · Heritage Oaks Gener...	-179.95	-179.95
Deposit	06/06/2016	Water Rec	1010 · Heritage Oaks Gener...	-2,003.46	-2,183.41
Deposit	06/06/2016	Rate Assistance	1010 · Heritage Oaks Gener...	42.36	-2,141.05
Deposit	06/06/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-2,141.05
Deposit	06/06/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-31.67	-2,172.72
Deposit	06/06/2016	James Yates - cc	1010 · Heritage Oaks Gener...	-100.00	-2,272.72

Avila Beach Community Services District
Deposits by Fund

June 2016

Type	Date	Memo	Split	Amount	Balance
Deposit	06/07/2016	Water Rec	1010 · Heritage Oaks Gener...	-3,047.50	-5,320.22
Deposit	06/07/2016	Rate Assistance	1010 · Heritage Oaks Gener...	28.24	-5,291.98
Deposit	06/07/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-5,291.98
Deposit	06/07/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-3.08	-5,295.06
Deposit	06/09/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-457.47	-5,752.53
Deposit	06/09/2016	Water Rec	1010 · Heritage Oaks Gener...	-10.20	-5,762.73
Deposit	06/09/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-5,762.73
Deposit	06/09/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-5,762.73
Deposit	06/09/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	0.00	-5,762.73
Deposit	06/09/2016	Water Rec	1010 · Heritage Oaks Gener...	-1,930.32	-7,693.05
Deposit	06/09/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-7,685.99
Deposit	06/09/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-7,685.99
Deposit	06/09/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	22.85	-7,663.14
Deposit	06/10/2016	Water Rec	1010 · Heritage Oaks Gener...	-4,792.60	-12,455.74
Deposit	06/10/2016	Rate Assistance	1010 · Heritage Oaks Gener...	12.71	-12,443.03
Deposit	06/10/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-12,443.03
Deposit	06/10/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-47.48	-12,490.51
Deposit	06/10/2016	Ochoa Water Deposit	1010 · Heritage Oaks Gener...	-100.00	-12,590.51
Deposit	06/10/2016	Robert Hatch & Linda Roos on 6/6/16 El Dorado report	1010 · Heritage Oaks Gener...	-188.30	-12,778.81
Deposit	06/13/2016	Water Rec	1010 · Heritage Oaks Gener...	-1,132.75	-13,911.56
Deposit	06/13/2016	Rate Assistance	1010 · Heritage Oaks Gener...	28.24	-13,883.32
Deposit	06/13/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-13,883.32
Deposit	06/13/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	4.99	-13,878.33
Deposit	06/15/2016	Water Rec	1010 · Heritage Oaks Gener...	-9,722.54	-23,600.87
Deposit	06/15/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-23,586.75
Deposit	06/15/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	628.22	-22,958.53
Deposit	06/15/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	1.35	-22,957.18
Deposit	06/16/2016	Water Rec	1010 · Heritage Oaks Gener...	-5,965.10	-28,922.28
Deposit	06/16/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-28,908.16
Deposit	06/16/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	65.91	-28,842.25
Deposit	06/16/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	34.15	-28,808.10
Deposit	06/20/2016	Water Rec	1010 · Heritage Oaks Gener...	-2,358.47	-31,166.57
Deposit	06/20/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-31,152.45
Deposit	06/20/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-31,152.45
Deposit	06/20/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-198.39	-31,350.84
Deposit	06/21/2016	Water Rec	1010 · Heritage Oaks Gener...	-640.25	-31,991.09
Deposit	06/21/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-31,991.09
Deposit	06/21/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-31,991.09
Deposit	06/21/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	47.08	-31,944.01
Deposit	06/27/2016	Water Rec	1010 · Heritage Oaks Gener...	-745.26	-32,689.27
Deposit	06/27/2016	Rate Assistance	1010 · Heritage Oaks Gener...	21.18	-32,668.09
Deposit	06/27/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-32,668.09
Deposit	06/27/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	4.71	-32,663.38
Deposit	06/30/2016	F:0895 A:0760 CURR SECURED TAX - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-96.02	-32,759.40
Total Water				-32,759.40	-32,759.40
TOTAL				-70,702.41	-70,702.41

Avila Beach Community Services District
Checks by Fund w/Accounts

08/08/16

June 2016

Type	Date	Num	Name	Memo	Account	Amount	Balance
General / Admin							
Check	06/02/2016		Bankcard MTOT Disc		5100 · Merchant Credit Card Fees ...	51.24	51.24
Check	06/03/2016	1842	Public Employees Retirement System	1674878206 ID # Kristi Dibben 5/1/16 - 5/30/16	5446 · PERS Co Pd Kristi	361.35	412.59
Check	06/03/2016	1843	Public Employees Retirement System	1674878206 ID # Kathy Richardson 5/1/16 - 5/31/16	5444 · PERS Co Pd Kathy	993.00	1,405.59
Check	06/03/2016	1845	Charter	Acct # . 8245100980033571	6585 · Telephone / Internet	53.36	1,458.95
Check	06/03/2016	1847	Nikki Engle Bookkeeping & Teaching	Inv. 1327 6-1-16	6102 · Accounting	247.50	1,706.45
Check	06/06/2016	1853	Hagemann & Associates	May 15th -28th, 2016	6505 · Contract Labor	5,500.00	7,206.45
Check	06/07/2016	1855	Avila Beach Civic Association	Rent June	6155 · Rent	792.91	7,999.36
Check	06/07/2016	1857	Telegram Tribune	FY 2016/17 Budget	6145 · Public Notices	99.22	8,098.58
Check	06/07/2016	1858	VOID	Inv. 1327 6-1-16	3900 · Retained Earnings	0.00	8,098.58
Check	06/09/2016		U.S. Postal Service		6140 · Office Supplies & Postage	17.30	8,115.88
Check	06/10/2016	1861	Maria Angeles Marquez	Office Cleaning 6/9	6505 · Contract Labor	40.00	8,155.88
Check	06/10/2016		U.S. Postal Service		6140 · Office Supplies & Postage	1.15	8,157.03
Check	06/13/2016	1863	Hagemann & Associates	May 29th - June 11, 2016, Inv. 47	6505 · Contract Labor	5,500.00	13,657.03
Check	06/13/2016	1864	Cal Tec Computers	Inv. 4983	6524 · Equip. Rep. & Maint. Avila O...	40.00	13,697.03
Check	06/13/2016	1862	VOID	VOID: Void check	3900 · Retained Earnings	0.00	13,697.03
Check	06/14/2016	1866	Shipsey & Seitz	Meeting Prep & Meeting Attendance March, April &...	6135 · Legal	1,665.00	15,362.03
Check	06/14/2016	1866	Shipsey & Seitz	Drought Response Plan & Water Shortage	6135 · Legal	387.20	15,749.23
Check	06/14/2016	1866	Shipsey & Seitz	Law Library	6135 · Legal	80.00	15,829.23
Check	06/14/2016	1866	Shipsey & Seitz	Board Member Appointment	6135 · Legal	651.20	16,480.43
Check	06/14/2016	1866	Shipsey & Seitz	Port Agreement	6135 · Legal	52.80	16,533.23
Check	06/14/2016	1866	Shipsey & Seitz	Cauhilla Indian Correspondence Tribal Territory	6135 · Legal	123.20	16,656.43
Check	06/15/2016		Borah's Awards		6140 · Office Supplies & Postage	39.40	16,695.83
Check	06/15/2016		Acct Analysis Fee		6115 · Bank Service Charges	29.02	16,724.85
Check	06/23/2016		Amazon Digital Svcs	QB 2016	6140 · Office Supplies & Postage	189.99	16,914.84
Check	06/30/2016		U.S. Postal Service		6140 · Office Supplies & Postage	1.68	16,916.52
Total General / Admin						16,916.52	16,916.52
Lights							
Check	06/02/2016		PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	449.87	449.87
Check	06/02/2016		PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	90.44	540.31
Check	06/23/2016		PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	415.17	955.48
Total Lights						955.48	955.48
Sanitary							
Check	06/01/2016		AT&T	Telephone	6585 · Telephone / Internet	89.37	89.37
Check	06/01/2016		AT&T	Telephone	6585 · Telephone / Internet	138.71	228.08
Check	06/02/2016		Miners Ace Hardware	WWTP Supplies	6550 · Operating Supplies	3.80	231.88
Check	06/03/2016	1844	Speed's, Inc.	Solid Waste Handling 5-19-16 Inv. 54175	6580 · Solids Handling	1,350.00	1,581.88
Check	06/03/2016	1846	Brenntag Pacific, Inc.	Inv. 2657693	6503 · Chemicals	842.20	2,424.08
Check	06/03/2016	1849	Water Systems Consulting, Inc.	Recycled Water Grant Application Assistance Inv. ...	8231 · WW-1 WWTP Upgrade	515.75	2,939.83
Check	06/03/2016	1851	Abalone Coast Analytical, Inc.	Monthly Testing	6540 · Lab Tests	7,570.00	10,509.83
Check	06/03/2016	1852	USA Bluebook	Gloves	6550 · Operating Supplies	220.53	10,730.36
Check	06/03/2016	1852	USA Bluebook	Membrane and Electrolytes	6522 · Equip. Rep. & Maint-Avila &...	606.98	11,337.34
Check	06/03/2016	1852	USA Bluebook	Membrane and Electrolytes	6522 · Equip. Rep. & Maint-Avila &...	606.98	11,944.32
Check	06/06/2016	1854	South County Sanitary Service		6590 · Utilities	55.61	11,999.93
Check	06/07/2016	1856	Brenntag Pacific, Inc.	Inv. 2657694	6503 · Chemicals	877.63	12,877.56
Check	06/07/2016	1859	Fluid Resource Management, Inc.	WW Ops	6505 · Contract Labor	11,000.00	23,877.56
Check	06/07/2016	1859	Fluid Resource Management, Inc.	Alarm	6505 · Contract Labor	208.86	24,086.42
Check	06/07/2016	1859	Fluid Resource Management, Inc.	H2S Monitoring during Renovation	6505 · Contract Labor	246.11	24,332.53
Check	06/07/2016	1859	Fluid Resource Management, Inc.	Chemicals	6503 · Chemicals	198.23	24,530.76
Check	06/07/2016	1859	Fluid Resource Management, Inc.	HD Secondary Clarifier Inspection and Repairs	8237 · WW-7 Misc. Wastewater Pr...	3,571.83	28,102.59
Check	06/07/2016	1859	Fluid Resource Management, Inc.	Labor	8237 · WW-7 Misc. Wastewater Pr...	3,985.48	32,088.07
Check	06/10/2016	1860	SLO CO Public Works	Encroachment Permit	6555 · Permits & Fees	916.50	33,004.57
Check	06/14/2016	1865	Wallace Group	2015/16 Fog Program	6525 · Fat Oil & Grease (FOG)	2,699.19	35,703.76
Check	06/16/2016		AT&T	Telephone	6585 · Telephone / Internet	90.76	35,794.52
Check	06/23/2016		PG&E	Lift Station acct# 6338432238-2	6590 · Utilities	58.36	35,852.88
Check	06/23/2016		PG&E	Waste Water Plant acct # 6380034236-0 3rd & Sa...	6590 · Utilities	1,842.14	37,695.02
Check	06/29/2016		AT&T	Telephone	6585 · Telephone / Internet	99.37	37,794.39
Check	06/29/2016		AT&T	Telephone	6585 · Telephone / Internet	148.71	37,943.10
Total Sanitary						37,943.10	37,943.10
Water							
Check	06/03/2016	1848	S L O Co Public Works	Inv. 2566 CCWA Variable O&M Costs 8AF 1st Q 1...	6805 · State Water	585.68	585.68
Check	06/03/2016	1850	SLO Co Health	Cross Connections Inv. 103324	6555 · Permits & Fees	141.40	727.08
Check	06/07/2016	1859	Fluid Resource Management, Inc.	W Ops	6505 · Contract Labor	5,250.00	5,977.08
Check	06/07/2016	1859	Fluid Resource Management, Inc.	Call Out AB Dr. leak	6505 · Contract Labor	304.86	6,281.94
Check	06/07/2016	1859	Fluid Resource Management, Inc.	San Miguel Str. water leak	6505 · Contract Labor	462.36	6,744.30
Check	06/10/2016	1860	SLO CO Public Works	Encroachment Permit	6555 · Permits & Fees	916.50	7,660.80
Total Water						7,660.80	7,660.80
TOTAL						63,475.90	63,475.90

Avila Beach Community Services District
Profit & Loss
July 2016

	<u>Jul 16</u>
Ordinary Income/Expense	
Income	
4000 · Income Summary	
4010 · Operating Revenue	110,327.39
4012 · Solid Waste Franchise Fee	1,144.55
4030 · County Taxes	6,685.89
4050 · Harbor Charges	
4052 · Front Street Lighting	267.39
4053 · WWTP O&M	12,876.00
Total 4050 · Harbor Charges	13,143.39
4090 · Rental Income	3,104.00
4600 · Interest Income	3,019.76
Total 4000 · Income Summary	137,424.98
Total Income	137,424.98
Gross Profit	137,424.98
Expense	
5100 · Merchant Credit Card Fees TIB	41.68
5200 · Payroll Expenses	
5210 · Gross Wages	
5211 · Regular Pay	2,667.60
5012 · Holiday Pay	0.00
5014 · Sick Pay	0.00
5016 · Vacation Pay	222.30
Total 5210 · Gross Wages	2,889.90
5230 · Payroll Taxes	50.60
5240 · Health & Medical Exp.	
5242 · Health Insurance	600.00
Total 5240 · Health & Medical Exp.	600.00
5250 · PERS Company Pd Expense	
5444 · PERS Co Pd Kathy	12,288.00
5446 · PERS Co Pd Kristi	537.01
Total 5250 · PERS Company Pd Expense	12,825.01
5260 · Work Comp Insurance	700.28
5280 · Payroll Administration & Misc.	759.16
Total 5200 · Payroll Expenses	17,824.95
6000 · Administrative Overheads	

Avila Beach Community Services District
Profit & Loss
July 2016

	<u>Jul 16</u>
6102 · Accounting	1,512.50
6130 · LAFCo Fees	4,767.27
6135 · Legal	1,301.80
6140 · Office Supplies & Postage	834.11
6150 · Rate Assistance	483.26
6155 · Rent	792.91
Total 6000 · Administrative Overheads	9,691.85
6500 · Operating Expenses	
6503 · Chemicals	5,135.27
6505 · Contract Labor	49,040.00
6510 · Critical Spare Parts	115.00
6520 · Equipment Repair & Maint.	
6522 · Equip. Rep. & Maint-Avila & HD	6,710.86
6524 · Equip. Rep. & Maint. Avila Only	716.02
Total 6520 · Equipment Repair & Maint.	7,426.88
6530 · Generator Maintenance	165.00
6535 · Insurance	1,235.46
6540 · Lab Tests	2,609.00
6555 · Permits & Fees	329.20
6580 · Solids Handling	3,772.50
6585 · Telephone / Internet	761.06
6590 · Utilities	3,272.00
Total 6500 · Operating Expenses	73,861.37
6800 · Water	
6802 · Lopez	50,464.21
6805 · State Water	51,850.47
Total 6800 · Water	102,314.68
Total Expense	203,734.53
Net Ordinary Income	-66,309.55
Other Income/Expense	
Other Income	
7200 · Non-Operating Income	
7220 · CIP Harbor	4,461.00
Total 7200 · Non-Operating Income	4,461.00
Total Other Income	4,461.00
Other Expense	
8200 · Non-Operating Expenses	
8230 · Capital Purchases in Prog Sani	

2:00 PM
08/08/16
Accrual Basis

Avila Beach Community Services District
Profit & Loss
July 2016

	<u>Jul 16</u>
8237 · WW-7 Misc. Wastewater Projects	7,643.13
8238 · WW-8 Sewer Line Rplt SL/ AB Dr	<u>312.50</u>
Total 8230 · Capital Purchases in Prog Sani	7,955.63
8270 · Capital Purchases in Prog Water	
8271 · W-1 Water Tank Improvements	<u>2,380.00</u>
Total 8270 · Capital Purchases in Prog Water	<u>2,380.00</u>
Total 8200 · Non-Operating Expenses	<u>10,335.63</u>
Total Other Expense	<u>10,335.63</u>
Net Other Income	<u>-5,874.63</u>
Net Income	<u><u>-72,184.18</u></u>

Avila Beach Community Services District
Balance Sheet
As of July 31, 2016

	<u>Jul 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
1000 · Cash Summary	
1005 · Cash	123.35
1010 · Heritage Oaks General Checking	321,087.31
1030 · B of A - Payroll	19,466.25
1050 · LAIF	2,222,652.80
Total 1000 · Cash Summary	<u>2,563,329.71</u>
Total Checking/Savings	2,563,329.71
Accounts Receivable	
1200 · *Accounts Receivable	156,697.28
Total Accounts Receivable	156,697.28
Other Current Assets	
1250 · Receivables	
1270 · Taxes Receivable	8,787.45
1280 · Water & Sewer Billings	191,628.75
1250 · Receivables - Other	150.00
Total 1250 · Receivables	<u>200,566.20</u>
1400 · Prepaid Summary	
1410 · Prepaid Insurance	13,589.94
Total 1400 · Prepaid Summary	<u>13,589.94</u>
Total Other Current Assets	<u>214,156.14</u>
Total Current Assets	2,934,183.13
Fixed Assets	
1600 · Fixed Assets & Acc. Depr.	
1605 · Office Equipment	
1606 · Copier Samsung 2012	8,233.58
1609 · Office Equipment Accum Depr	-5,214.59
Total 1605 · Office Equipment	<u>3,018.99</u>
1610 · Fixed Asset -Office & Admin.	
1612 · Office Furniture cost	4,526.21
1614 · Office Furniture Accum Dep.	-4,526.21
Total 1610 · Fixed Asset -Office & Admin.	<u>0.00</u>
1620 · Fixed Assets - Sanitary	

Avila Beach Community Services District
Balance Sheet
As of July 31, 2016

	<u>Jul 31, 16</u>
1622 · Land	60,294.00
1626 · Collection Assets	
1627 · Collection Assets Cost	933,394.00
1628 · Collect Assets Accum Depr	-316,231.75
Total 1626 · Collection Assets	617,162.25
1630 · Disposal Equipment	
1631 · Disposal Equip Cost	523,122.64
1632 · Disposal Equip Accum Depr	-164,756.11
Total 1630 · Disposal Equipment	358,366.53
1635 · Treatment Plant	
1636 · Treatment Plant Original	105,000.00
1637 · Treatment Plant Addition	1,868,782.91
1638 · Treatment Plant Accum Dep	-886,106.88
Total 1635 · Treatment Plant	1,087,676.03
1642 · Treatment Equipment	
1643 · Treatment Equip Cost	1,105,455.00
1644 · Treatment Equip Accum Depr	-524,539.28
1642 · Treatment Equipment - Other	205,485.61
Total 1642 · Treatment Equipment	786,401.33
Total 1620 · Fixed Assets - Sanitary	2,909,900.14
1650 · Fixed Assets - Water	
1652 · Equipment	
1653 · Equipment Cost	21,136.28
1654 · Equipment Accum Depr	-21,136.28
Total 1652 · Equipment	0.00
1656 · Distribution Assets	
1657 · Distribution Assets Cost	1,109,466.00
1658 · Dist Assets Accum Depr	-557,889.77
Total 1656 · Distribution Assets	551,576.23
Total 1650 · Fixed Assets - Water	551,576.23
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	29,810.00
1682 · Gen / Fire Accum Dep	-29,810.00
Total 1680 · Structures - Fixed Asset	0.00

Avila Beach Community Services District
Balance Sheet
As of July 31, 2016

	<u>Jul 31, 16</u>
Total 1600 · Fixed Assets & Acc. Depr.	3,464,495.36
Total Fixed Assets	3,464,495.36
TOTAL ASSETS	<u>6,398,678.49</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	1,885.00
Total Accounts Payable	1,885.00
Other Current Liabilities	
2200 · Payroll Liabilities	
2240 · Health Insurance	
2241 · Employee	0.01
2240 · Health Insurance - Other	-0.01
Total 2240 · Health Insurance	0.00
2250 · PERS Liability	45.17
Total 2200 · Payroll Liabilities	45.17
2260 · Vacation Payable	2,274.30
2300 · Deposits Held	
2303 · Water Deposits Held	6,820.00
2304 · Fire Station Deposit	2,000.00
2305 · Capacity Fees Held	245,907.16
Total 2300 · Deposits Held	254,727.16
Total Other Current Liabilities	257,046.63
Total Current Liabilities	258,931.63
Total Liabilities	258,931.63
Equity	
3900 · Retained Earnings	6,211,931.04
Net Income	-72,184.18
Total Equity	6,139,746.86
TOTAL LIABILITIES & EQUITY	<u>6,398,678.49</u>

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

July 2016

08/08/16

Type	Date	Memo	Split	Amount	Balance
General / Admin					
Deposit	07/07/2016	TCF JUN 16 ME - IMPR # 1, Prop Tax - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-323.72	-323.72
Deposit	07/07/2016	Rental Income	1010 · Heritage Oaks Gener...	-3,104.00	-3,427.72
Deposit	07/12/2016	from Cash acct	1010 · Heritage Oaks Gener...	-1,122.74	-4,550.46
Deposit	07/21/2016	from Cash acct	1010 · Heritage Oaks Gener...	-894.18	-5,444.64
Deposit	07/25/2016	TCF FY16 YE BAL - IMPR # 1 Prop Tax - Gen .70, Water .25, Lights .05	1010 · Heritage Oaks Gener...	-1,919.86	-7,364.50
Total General / Admin				-7,364.50	-7,364.50
Lights					
Deposit	07/07/2016	TCF JUN 16 ME - IMPR # 1, Prop Tax - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-23.12	-23.12
Deposit	07/25/2016	TCF FY16 YE BAL - IMPR # 1 Prop Tax - Gen .70, Water .25, Lights .05	1010 · Heritage Oaks Gener...	-137.13	-160.25
Total Lights				-160.25	-160.25
Sanitary					
Deposit	07/07/2016	TCF JUN 16 ME - Waste	1010 · Heritage Oaks Gener...	-470.05	-470.05
Deposit	07/08/2016	Sani Rec	1010 · Heritage Oaks Gener...	-5,607.99	-6,078.04
Deposit	07/08/2016	Rate Assistance	1010 · Heritage Oaks Gener...	104.49	-5,973.55
Deposit	07/08/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-5,973.55
Deposit	07/08/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	129.62	-5,843.93
Deposit	07/11/2016	Sewer Cmmty Park Rstrm	1010 · Heritage Oaks Gener...	-726.00	-6,569.93
Deposit	07/11/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,723.66	-9,293.59
Deposit	07/11/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-9,279.47
Deposit	07/11/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-9,279.47
Deposit	07/11/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	32.67	-9,246.80
Deposit	07/12/2016	Sani Rec	1010 · Heritage Oaks Gener...	-3,389.56	-12,636.36
Deposit	07/12/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-12,622.24
Deposit	07/12/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-12,622.24
Deposit	07/12/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	444.37	-12,177.87
Deposit	07/13/2016	Sani Rec	1010 · Heritage Oaks Gener...	-7,471.37	-19,649.24
Deposit	07/13/2016	Rate Assistance	1010 · Heritage Oaks Gener...	66.36	-19,582.88
Deposit	07/13/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-19,582.88
Deposit	07/13/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-26.46	-19,609.34
Deposit	07/14/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,629.57	-22,238.91
Deposit	07/14/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-22,231.85
Deposit	07/14/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-22,231.85
Deposit	07/14/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	27.07	-22,204.78
Deposit	07/15/2016	Sani Rec	1010 · Heritage Oaks Gener...	-2,865.06	-25,069.84
Deposit	07/15/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-25,062.78
Deposit	07/15/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-25,062.78
Deposit	07/15/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-9.39	-25,072.17
Deposit	07/18/2016	Sani Rec	1010 · Heritage Oaks Gener...	-143.68	-25,215.85
Deposit	07/18/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-25,215.85
Deposit	07/18/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-25,215.85
Deposit	07/18/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	0.00	-25,215.85
Deposit	07/19/2016	Sani Rec	1010 · Heritage Oaks Gener...	-1,350.62	-26,566.47
Deposit	07/19/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-26,566.47
Deposit	07/19/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-26,566.47
Deposit	07/19/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-22.17	-26,588.64
Deposit	07/22/2016	Sani Rec	1010 · Heritage Oaks Gener...	-5,069.41	-31,658.05
Deposit	07/22/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-31,643.93
Deposit	07/22/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	87.80	-31,556.13
Deposit	07/22/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-4.42	-31,560.55
Deposit	07/25/2016	TCF FY16 YE BAL - Waste	1010 · Heritage Oaks Gener...	-3,010.74	-34,571.29
Deposit	07/27/2016	Sani Rec	1010 · Heritage Oaks Gener...	-983.08	-35,554.37
Deposit	07/27/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-35,547.31
Deposit	07/27/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	-10.32	-35,557.63
Deposit	07/27/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-120.83	-35,678.46
Total Sanitary				-35,678.46	-35,678.46
Solid Waste					
Deposit	07/12/2016	2nd Qtr Waste Connections, Inc. Franchise Fee SW	1010 · Heritage Oaks Gener...	-1,144.55	-1,144.55
Total Solid Waste				-1,144.55	-1,144.55
Water					
Deposit	07/07/2016	TCF JUN 16 ME - IMPR # 1, Prop Tax - Gen 70%, Lights 5%, Water 25%	1010 · Heritage Oaks Gener...	-115.61	-115.61
Deposit	07/08/2016	Water Rec	1010 · Heritage Oaks Gener...	-5,519.20	-5,634.81
Deposit	07/08/2016	Rate Assistance	1010 · Heritage Oaks Gener...	104.49	-5,530.32
Deposit	07/08/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-5,530.32
Deposit	07/08/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	129.62	-5,400.70
Deposit	07/08/2016	Water Deposit Croma Vera Wine	1010 · Heritage Oaks Gener...	-100.00	-5,500.70
Deposit	07/11/2016	Water Cmmty Parks Rstrm	1010 · Heritage Oaks Gener...	-591.00	-6,091.70
Deposit	07/11/2016	San Juan Park Irr	1010 · Heritage Oaks Gener...	-1,684.35	-7,776.05
Deposit	07/11/2016	Front St Irr	1010 · Heritage Oaks Gener...	-1,182.00	-8,958.05
Deposit	07/11/2016	Water Rec	1010 · Heritage Oaks Gener...	-2,803.75	-11,761.80
Deposit	07/11/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-11,747.68
Deposit	07/11/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-11,747.68

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

July 2016

Type	Date	Memo	Split	Amount	Balance
Deposit	07/11/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	32.68	-11,715.00
Deposit	07/12/2016	Water Rec	1010 · Heritage Oaks Gener...	-4,833.72	-16,548.72
Deposit	07/12/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-16,534.60
Deposit	07/12/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-16,534.60
Deposit	07/12/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	444.37	-16,090.23
Deposit	07/13/2016	Water Rec	1010 · Heritage Oaks Gener...	-6,622.51	-22,712.74
Deposit	07/13/2016	Rate Assistance	1010 · Heritage Oaks Gener...	66.37	-22,646.37
Deposit	07/13/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-22,646.37
Deposit	07/13/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-26.47	-22,672.84
Deposit	07/14/2016	Water Rec	1010 · Heritage Oaks Gener...	-2,780.25	-25,453.09
Deposit	07/14/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-25,446.03
Deposit	07/14/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-25,446.03
Deposit	07/14/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	27.07	-25,418.96
Deposit	07/15/2016	Water Rec	1010 · Heritage Oaks Gener...	-1,195.24	-26,614.20
Deposit	07/15/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-26,607.14
Deposit	07/15/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-26,607.14
Deposit	07/15/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-9.39	-26,616.53
Deposit	07/18/2016	Water Rec	1010 · Heritage Oaks Gener...	-157.60	-26,774.13
Deposit	07/18/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-26,774.13
Deposit	07/18/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-26,774.13
Deposit	07/18/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	0.00	-26,774.13
Deposit	07/19/2016	Water Rec	1010 · Heritage Oaks Gener...	-1,439.84	-28,213.97
Deposit	07/19/2016	Rate Assistance	1010 · Heritage Oaks Gener...	0.00	-28,213.97
Deposit	07/19/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	0.00	-28,213.97
Deposit	07/19/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-22.17	-28,236.14
Deposit	07/22/2016	Water Rec	1010 · Heritage Oaks Gener...	-6,487.04	-34,723.18
Deposit	07/22/2016	Rate Assistance	1010 · Heritage Oaks Gener...	14.12	-34,709.06
Deposit	07/22/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	87.80	-34,621.26
Deposit	07/22/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-4.43	-34,625.69
Deposit	07/25/2016	TCF FY16 YE BAL - IMPR # 1 Prop Tax - Gen .70, Water .25, Lights .05	1010 · Heritage Oaks Gener...	-685.66	-35,311.35
Deposit	07/27/2016	Water Rec	1010 · Heritage Oaks Gener...	-1,376.32	-36,687.67
Deposit	07/27/2016	Rate Assistance	1010 · Heritage Oaks Gener...	7.06	-36,680.61
Deposit	07/27/2016	1/2 Other 1	1010 · Heritage Oaks Gener...	-10.32	-36,690.93
Deposit	07/27/2016	1/2 Other 2	1010 · Heritage Oaks Gener...	-120.84	-36,811.77
Deposit	07/28/2016	Water Rec	1010 · Heritage Oaks Gener...	-80.03	-36,891.80
Deposit	07/29/2016	Water Deposit	1010 · Heritage Oaks Gener...	-100.00	-36,991.80
Total Water				-36,991.80	-36,991.80
TOTAL				-81,339.56	-81,339.56

Avila Beach Community Services District

Checks by Fund w/Accounts

July 2016

08/08/16

Type	Date	Num	Name	Memo	Account	Amount	Balance
General / Admin							
Check	07/01/2016	1870	Staples	Statement 6/15/16	6140 - Office Supplies & Postage	194.16	194.16
Check	07/01/2016	1873	Business Card Visa	GoDaddy Annual Web Hosting	6585 - Telephone / Internet	191.76	385.92
Check	07/01/2016	1874	Avila Beach Civic Association	Rent July 2016	6155 - Rent	792.91	1,178.83
Check	07/01/2016	1876	Hagemann & Associates	June 12 June 25th 2016, Inv. 50	6505 - Contract Labor	5,500.00	6,678.83
Check	07/05/2016		Bankcard MTOT Disc		5100 - Merchant Credit Card Fees ...	41.68	6,720.51
Check	07/07/2016	1880	AT&T	Telephone	6585 - Telephone / Internet	0.00	6,720.51
Check	07/07/2016	1883	Cal Tec Computers	Inv. 5005	6524 - Equip. Rep. & Maint. Avila O...	29.00	6,749.51
Check	07/07/2016	1883	Cal Tec Computers	Inv. 5116	6524 - Equip. Rep. & Maint. Avila O...	449.48	7,198.99
Check	07/07/2016	1885	Charter	Acct #. 8245100980033571	6585 - Telephone / Internet	229.94	7,428.93
Check	07/07/2016	1887	SLO CO Auditor Controller	LAFCo Fees 16/17 Inv. 6/28/16	6130 - LAFCo Fees	4,767.27	12,196.20
Check	07/07/2016	1890	SDRMA Work Comp	premium Work Comp Inv. # 53320	5260 - Work Comp Insurance	700.28	12,896.48
Check	07/07/2016	1891	Nikki Engle Bookkeeping & Teaching	Inv. 1346 6-23-16	6102 - Accounting	220.00	13,116.48
Check	07/07/2016		U.S. Postal Service		6140 - Office Supplies & Postage	9.63	13,126.11
Check	07/11/2016	1895	Avila Beach Civic Association	Quarterly Utilities Billing April - June 2016	6590 - Utilities	280.56	13,406.67
Check	07/12/2016	1896	Public Employees Retirement System	1674878206 ID# Kathy Richardson Annual Paym...	5444 - PERS Co Pd Kathy	12,288.00	25,694.67
Check	07/12/2016	1897	Public Employees Retirement System	1674878206 ID# Kristi Dibbern June 1st - 30th, 2016	5446 - PERS Co Pd Kristi	370.29	26,064.96
Check	07/12/2016	1898	Public Employees Retirement System	GASB-68 Reports & Schedules Customer # 16748...	5280 - Payroll Administration & Mi...	650.00	26,714.96
Check	07/14/2016	1900	Hagemann & Associates	June 26 - July 9th 2016	6505 - Contract Labor	5,500.00	32,214.96
Check	07/25/2016		U.S. Postal Service	Port billing stamps	6140 - Office Supplies & Postage	48.57	32,263.53
Check	07/26/2016	1901	Hagemann & Associates	July 10 - July 23, 2016 Inv. 54	6505 - Contract Labor	5,500.00	37,763.53
Check	07/26/2016	1902	Nikki Engle Bookkeeping & Teaching	Inv. 1361 7/18	6102 - Accounting	412.50	38,176.03
Check	07/26/2016	1902	Nikki Engle Bookkeeping & Teaching	Inv. 1360 7/15	6102 - Accounting	440.00	38,616.03
Check	07/26/2016	1902	Nikki Engle Bookkeeping & Teaching	Inv. 1353 7/8	6102 - Accounting	220.00	38,836.03
Check	07/26/2016	1902	Nikki Engle Bookkeeping & Teaching	Inv. 1330 6/6	6102 - Accounting	220.00	39,056.03
Check	07/26/2016	1903	Cal Tec Computers	Inv. 5006	6524 - Equip. Rep. & Maint. Avila O...	59.00	39,115.03
Check	07/26/2016	1903	Cal Tec Computers	Inv. 5005	6524 - Equip. Rep. & Maint. Avila O...	29.00	39,144.03
Check	07/26/2016	1903	Cal Tec Computers	Inv. 5202	6524 - Equip. Rep. & Maint. Avila O...	40.00	39,184.03
Check	07/26/2016	1905	Chaparral Business Supplies	Inv. # 403302	6522 - Equip. Rep. & Maint-Avila &...	278.16	39,462.19
Check	07/27/2016	1906	Maria Angeles Marquez	Office Cleaning 7/13/16	6505 - Contract Labor	40.00	39,502.19
Check	07/27/2016	1907	Shipsey & Seitz	Meeting Prep & Attendance June	6135 - Legal	535.40	40,037.59
Check	07/27/2016	1907	Shipsey & Seitz	Law Library	6135 - Legal	80.00	40,117.59
Check	07/27/2016	1907	Shipsey & Seitz	Board Member Appointment	6135 - Legal	52.80	40,170.39
Check	07/27/2016	1907	Shipsey & Seitz	Port Agreement	6135 - Legal	633.60	40,803.99
Check	07/27/2016	1908	SDRMA General Policy	General Policy Property Liability Package 2016/17 ...	1410 - Prepaid Insurance	14,825.40	55,629.39
Check	07/27/2016		U.S. Postal Service	stamped envelopes	6140 - Office Supplies & Postage	581.75	56,211.14
Total General / Admin						56,211.14	56,211.14
Lights							
Check	07/05/2016		PG&E	Colony Lights acct # 5992155362-0	6590 - Utilities	90.44	90.44
Check	07/05/2016		PG&E	Town Lights acct # 0690976984-3	6590 - Utilities	449.85	540.29
Check	07/25/2016		PG&E	Front St. Lights acct# 5796765606-7	6590 - Utilities	375.59	915.88
Total Lights						915.88	915.88
Sanitary							
Check	07/01/2016	1869	Speed's, Inc.	Solid Waste Handling 6-20-16 Inv. 54356	6580 - Solids Handling	1,193.00	1,193.00
Check	07/01/2016	1871	Brenntag Pacific, Inc.	Inv. 2666954	6503 - Chemicals	1,063.98	2,256.98
Check	07/01/2016	1871	Brenntag Pacific, Inc.	Inv. 2666951	6503 - Chemicals	1,097.92	3,354.90
Check	07/01/2016	1871	Brenntag Pacific, Inc.	Inv. 2666950	6503 - Chemicals	1,572.05	4,926.95
Check	07/01/2016	1875	Earthsystems Pacific, Inc.	Inv. 257800	8238 - WW-8 Sewer Line Rpt SL/ ...	312.50	5,239.45
Check	07/07/2016	1878	South County Sanitary Service	Acct. Number 4120-3104357	6590 - Utilities	55.61	5,295.06
Check	07/07/2016	1881	Brenntag Pacific, Inc.	Inv. 2666957	6503 - Chemicals	1,401.32	6,696.38
Check	07/07/2016	1882	Speed's, Inc.	Solid Waste Handling 6/2/16 Inv. 54284	6580 - Solids Handling	1,339.00	8,035.38
Check	07/07/2016	1884	San Luis Powerhouse, Inc.	Quarterly Service Repair of Generator Inv. 36352	6530 - Generator Maintenance	165.00	8,200.38
Check	07/07/2016	1889	Abalone Coast Analytical, Inc.	Monthly Testing Inv. 2861	6540 - Lab Tests	2,609.00	10,809.38
Check	07/13/2016	1899	Fluid Resource Management, Inc.	WW Ops - May 2016	6505 - Contract Labor	11,000.00	21,809.38
Check	07/13/2016	1899	Fluid Resource Management, Inc.	WW Ops - June 2016	6505 - Contract Labor	11,000.00	32,809.38
Check	07/13/2016	1899	Fluid Resource Management, Inc.	O & M Costs	6522 - Equip. Rep. & Maint-Avila &...	1,048.44	33,857.82
Check	07/13/2016	1899	Fluid Resource Management, Inc.	Assess CSPL	6510 - Critical Spare Parts	115.00	33,972.82
Check	07/13/2016	1899	Fluid Resource Management, Inc.	SED #2 Draining and Repairs	8237 - WW-7 Misc. Wastewater Pr...	7,643.13	41,615.95
Check	07/13/2016	1899	Fluid Resource Management, Inc.	CIWQS Krista Compliance Specialist	6522 - Equip. Rep. & Maint-Avila &...	100.00	41,715.95
Check	07/13/2016	1899	Fluid Resource Management, Inc.	Recirculation Pump Repair	6522 - Equip. Rep. & Maint-Avila &...	5,284.26	47,000.21
Check	07/18/2016		AT&T	acct # x 0885 U-verse	6585 - Telephone / Internet	90.76	47,090.97
Check	07/25/2016		PG&E	Lift Station acct# 6338432238-2	6590 - Utilities	67.56	47,158.53
Check	07/25/2016		PG&E	Waste Water Plant acct # 6380034236-0 3rd & Sa...	6590 - Utilities	1,952.39	49,110.92
Check	07/26/2016	1904	Speed's, Inc.	Solid Waste Handling 6/29/16 Inv. 54444	6580 - Solids Handling	1,240.50	50,351.42
Check	07/29/2016		AT&T	acct # 805 595-9416 904 5	6585 - Telephone / Internet	149.10	50,500.52
Check	07/29/2016		AT&T	acct # 805 595-7619 618 0	6585 - Telephone / Internet	99.50	50,600.02
Total Sanitary						50,600.02	50,600.02
Water							
Check	07/01/2016	1867	S L O Co Public Works	Inv. # 946 FY 2016-17 CSA 12	6802 - Lopez	47,495.67	47,495.67
Check	07/01/2016	1868	SLO Co Dept Public Works	Inv. 2576 CCWA Fixed Operation and Maintenanc...	6805 - State Water	24,258.16	71,753.83
Check	07/01/2016	1872	Ferguson Enterprises	Repair at Laurel & San Luis Water Line Repair Inv...	6524 - Equip. Rep. & Maint. Avila O...	109.54	71,863.37
Check	07/01/2016	1877	SLO Co Dept Public Works	Inv. 737 Flood Control Zone 3 2016/17 O & M Wh...	6802 - Lopez	2,968.54	74,831.91
Check	07/07/2016	1879	SLO Co Health	Cross Connections Inv. 0103686	6555 - Permits & Fees	254.20	75,086.11
Check	07/07/2016	1886	SLO CO Public Works	CCWA Variable O & M Costs 2nd Quarter 16/17 In...	6805 - State Water	873.11	75,959.22
Check	07/07/2016	1888	Mr. Backflow	Backflow testing WWTP	6555 - Permits & Fees	75.00	76,034.22
Check	07/07/2016	1892	Power and Communications Engine...	Inv. 287	8271 - W-1 Water Tank Improvem...	0.00	76,034.22
Check	07/07/2016	1893	SLO CO Public Works	40% Annual Charges	6805 - State Water	26,719.20	102,753.42
Check	07/07/2016	1894	Power and Communications Engine...	Inv. 287	8271 - W-1 Water Tank Improvem...	2,380.00	105,133.42
Check	07/13/2016	1899	Fluid Resource Management, Inc.	W Ops - May 2016	6505 - Contract Labor	5,250.00	110,383.42
Check	07/13/2016	1899	Fluid Resource Management, Inc.	W Ops - June 2016	6505 - Contract Labor	5,250.00	115,633.42
Total Water						115,633.42	115,633.42
TOTAL						223,360.46	223,360.46



FLUID RESOURCE MANAGEMENT

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

Statement

Date
8/1/16

Phone # 805.597.7100 Fax # 805.597.7171

California Certified Small Business #1120142

To:
Avila Beach Community Services District P.O. Box 309 191 San Miguel Street Avila Beach, CA 93424

Amount Due	Amount Enc.
\$22,084.62	

Date	Transaction	Amount	Balance
07/12/16	348A11002 Additional Service- INV #A14560. Orig. Amount \$935.07. ✓ OK	935.07	935.07
07/31/16	348F11001 Monthly OPS/Maint- INV #F14667. Orig. Amount \$16,250.00. ✓ OK	16,250.00	17,185.07
07/11/16	W14435 Hydrant Leak- INV #W14435. Orig. Amount \$295.86. ✓ OK	295.86	17,480.93
07/11/16	W14512 Low Dose Cl2 Alarm In Contact Cham- INV #W14512. Orig. Amount \$295.86. ✓ OK	295.86	17,776.79
07/25/16	W14525 FFR Alarm Testing- INV #W14525. Orig. Amount \$120.00. ✓ OK	120.00	17,896.79
07/13/16	W14554 San Luis St. Water Leak Repairs- INV #W14554. Orig. Amount \$3,947.97. ✓ OK	3,947.97	21,844.76
07/13/16	W14561 FFR Pump #2 VFD Display Replacemen- INV #W14561. Orig. Amount \$239.86. ✓ OK	239.86	22,084.62

PAID

OK to pay
PMA 8/5/16


CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
22,084.62	0.00	0.00	0.00	0.00	\$22,084.62

AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

ME MORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: August 17, 2016

SUBJECT: General Manager/District Engineer Report

FY 2015/16 Financial Audit

The District's financial auditors, Fedak and Brown Inc. came to the District office on July 18th and 19th to conduct their interim testing of the District's financial processes. They conducted a very thorough review of the District's cash disbursement and receipts processes; payroll process; cash handling; and overall accounting practices. The auditors also conducted interviews of District staff and some Board members. The auditors are scheduled to return on September 12, to complete their audit field work in preparation of their audit report. Staff anticipates they will present their audit report to the Board at the October Board meeting.

Fire Hydrant Repair on Front Street

On Wednesday July 13, Fluid Resource Management Maintenance staff conducted an early morning repair of the leaking fire hydrant on Front Street, directly adjacent to Mr. Ricks. The hydrant had a slow leak that did not impair its functionality, but it did need to get repaired. The repair included: saw-cutting the concrete from around the base of the hydrant; using the "Vactor" truck to quickly excavate sand and gravel from around piping; diagnosing the leak origin (in this case only a leaking gasket); unbolting the hydrant; replacing the gasket and putting everything back together. The FRM crew completed the repair within several hours with little or no impact to the Promenade businesses. We will come back after the busy summer season to complete the concrete repair work.

Fluid Resources Management (FRM) Operations & Maintenance Contract

FRM's existing contract was adopted by the Board on October 8th, 2013. The term of the Agreement is for a period of three years commencing on November 1, 2013, with two optional one-year renewals upon mutual written consent of both parties. I have met with FRM staff and we discussed improvements and clarifications that should be considered as part of the Agreement renewal process. FRM staff has offered to draft suggested revisions to the Agreement by mid-August for review and comment by District staff. Staff recommends the Board convene the Personnel Committee or appoint a separate

Committee to provide direction and a recommendation to the full Board regarding renewal of the contract.

Recycle Water Planning Grant

On July 12, 2016, I sent a Notice to Proceed to Water Systems Consulting to move forward with the Recycled Water Planning Study. The project is scheduled to be completed in June or July of 2017. Ideally, the study will be far enough along by April of 2017 to help us identify, scope and consider capital improvement projects that will be needed to implement the study findings/recommendations. The initial phase of the project is to summarize the water and wastewater supplies and characteristics, recycled water market/opportunities and the regulatory requirements for the potential recycled water uses. Staff will provide the Board with periodic status reports.

Zone 3 Technical Advisory Committee

On August 11, staff attended the monthly Technical Advisory Committee (TAC) meeting. Board members will recall that the monthly TAC meetings are chaired by the County Public Works Department and members provide technical input to the Zone 3 Advisory Committee (which meets quarterly). The July 21, Advisory Committee agenda and minutes from the May 26, meeting are attached to this staff report for your information and use.

One of the most important issues the TAC discusses is the status of Lopez Lake and operation of the Lopez Water Treatment Plant. Attached is the County's Lopez Reservoir Storage Projections as of July 31, 2016, and the Lopez Project Monthly Operations Report. The Storage Projection graphic is very detailed, but a few of the main take-away points are: the Lake remains at historically low levels; even with a "normal" rainfall year storage levels will likely remain below 10,000 acre-feet; and Zone 3 agencies that have a State Water Project allotment will likely need to rely heavily on that allotment for next year water deliveries.



ZONE 3 ADVISORY COMMITTEE

San Luis Obispo County Flood Control and Water Conservation District

AGENDA

Thursday, July 21, 2016 6:30 p.m.
Oceano Community Services District

- I. CALL TO ORDER AND ROLL CALL
- II. ANNUAL FISCAL YEAR ROTATION - Position of Chairman and Vice-Chairman
- III. PUBLIC COMMENT
This is an opportunity for members of the public to address the Committee on items that are not on the Agenda
- IV. APPROVAL OF SPECIAL MEETING MINUTES OF MAY ²⁰~~10~~, 2016
- V. OPERATIONS REPORT
 - A. Water plant operations, reservoir storage, downstream releases
- VI. INFORMATION ITEMS
 - A. Projected Reservoir Levels
 - B. Climate Update
 - C. Habitat Conservation Plan Update
- VII. CAPITAL PROJECTS UPDATE
 - A. Bi-Monthly Update
- VIII. ACTION ITEMS (No Subsequent Board of Supervisors Action Required)
- IX. ACTION ITEMS (Board of Supervisors Action is Subsequently Required)
- X. FUTURE AGENDA ITEMS
 - A. Contract Renegotiation Discussions
 - B. Funding Groundwater Modeling
 - C. Water Wheeling
- XI. COMMITTEE MEMBER COMMENTS

Next Regular Meeting is Scheduled for
Thursday, September 15, 2016 at 6:30 PM at City of Grover Beach
Agendas accessible online at SLOCountyWater.org

**SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
ZONE 3 ADVISORY COMMITTEE
DRAFT MEETING MINUTES
THURSDAY May 19, 2016**

26

I. Call To Order/Roll Call - The Meeting was called to order at 6:30 PM at the Oceano Community Services District by Zone 3 Advisory Committee Vice-Chairperson and Avila Beach Community Services District (CSD) General Manger, Brad Hagemann. County Public Works Department Utilities Program Manager and Secretary to the Zone 3 Advisory Committee, Andrea Montes, called role. Members in attendance were:

- Kristen Barneich, City of Arroyo Grande
- Jim Garing, Member at Large
- Brad Hagemann, Avila Beach CSD, Vice-Chair
- Vard Ikeda, Agriculture Delegate
- Jeff Lee, City of Grover Beach
- Ed Waage, City of Pismo Beach

A quorum was established and the meeting continued.

II. Public Comment - No public comment given.

III. Approval of Meeting Minutes of May 19, 2016 – Ms. Montes noted clarification of last sentence on Page 7 of 36 of the Agenda Packet regarding the Santa Maria Groundwater Basin Model presented by Mr. Hutchinson. In the minutes it was noted that two-thirds of the \$750,000 cost will be coming from the district. For clarification purposes, one-third will be coming from Nipomo Mesa Management Area (NMMA), one-third from Zone 3 District Reserves on behalf of Northern Cities Management Area (NCMA), and one-third from County of San Luis Obispo Flood Control and Water Conservation District Reserves for a total of \$750,000. This corresponds with the table on Page 17 of the Agenda Packet. Member Waage motioned, Member Barneich second. Motion passed unanimously.

IV. Operations Report - Ms. Montes indicated the Lopez Lake elevation was 466.89 acre-feet (AF). Storage was 14,215 AF, which is 29% capacity. Rainfall to date was 19.31 inches. Plant production is 1.9 million gallons per day (MGD). Filter Turbidity range was .02 to .05 MGD. Terminal Reservoir Visibility was 6 feet. Downstream release was 1.9 MGD. And State Water was 2.94 MGD.

No public comment was given.

V. Information Items

A. Present 3rd Quarter FY 15/16 Budget Status - Joanne Hilker, County Public Works Accountant, presented the Fiscal Year (FY) 2015-16 3rd Quarter Budget Status report through March 31, 2016 for Flood Control Zone 3.

At 75% of the FY, Zone 3 expenses totaled 61% of the annual budget. Ms. Hilker reviewed the three categories of graphs included in the agenda packet: 1.) Routine Operations and Maintenance (O&M) expenses; 2.) Non-Routine O&M expenses; and 3.) Capital Outlay expenses.

Routine Operations and Maintenance (O&M) expenditures at 75% of the FY were about 69% of budget, which produced about a \$211,000 in savings due to staff vacancies, which are in the process of being filled.

Non-Routine O & M expenditures, at 75% of the FY were approximately 41% of the budget, resulting in about \$208,000 in savings; with the majority of these savings occurring in Lopez Water Rights Habitat Conservation Plan (HCP); Any savings within the HCP will be rolled over to next FY for these specific efforts and are not savings realized at year-end.

Capital Outlay expenditures at 75% of the FY were about 44% of the budget, resulting in \$244,000 of savings due to staff vacancies. Any year-end savings in this active project will be rolled over for the next fiscal year for continued efforts on active projects. Ms. Hilker further indicated all agencies are current on their payments. First installment invoices for the 2016/2017 fiscal year were mailed May 1, 2016 and due July 1, 2016.

Member Lee inquired what is anticipated for the 4th Quarter and if the funding level be closer to 100%. Ms. Hilker indicated Utilities has many projects that would like to be done if staffing were at the desired levels, but due to current staffing vacancies and a month left of the 4th Quarter, it is possible some of the savings will be returned to the agencies next year.

Member Waage inquired if there may be a common reason for the staff vacancies in relation to salary or finding the right people. Ms. Hilker stated there are primarily three vacancies. One is the Water Systems Superintendent, vacant since February of 2015. This position currently has an active recruitment in place as it is a critical position with the need for a specialized individual and Utilities is taking time to find the right person. Second was the Administrative Assistant at Lopez, vacancy was recently filled and savings that were seen from that position to date will no longer be savings going forward. Third were one or two Water Systems Workers who were originally dedicated to Zone 3 and

temporarily shifted out to the Los Osos Water Recycling Facility plant during the early stages of the plant's operations. Ms. Hilker indicated, the cost of the Water Systems Workers has temporarily not been included in the Zone 3 budget, but will be once Los Osos frees them up.

B. Budget Update – Ms. Hilker referred the Zone 3 Advisory Committee's endorsement at the March 17, 2016 meeting of the proposed Flood Control Zone 3 Budget for Fiscal Year 16/17, with the stipulation that the list of recommended uses of Flood Control Zone 3 District Reserves be included in the budget presentation. In order to accommodate the request, the agenda packet shows the narrative that was included in the budget submittal to the County Board of Supervisors (BOS).

Vice-Chair Hagemann clarified he was not at the March Zone 3 Advisory Committee meeting but was connected to the conversation and had inquired if the narrative adequately addressed what the Committee was looking for as far as the proposed language.

Vice-Chair Hagemann asked Ms. Hilker whether or not the Board of Supervisors completed their deliberations of the proposed FY 16/17 budget. Ms. Hilker stated the BOS will be viewing and then approving the proposed budget on June 14, 2016. Member Lee confirmed that he proposed language addressed what the Committee was looking for.

No public comment was given.

C. Projected Reservoir Levels – Jill Ogren, County Public Works Utilities Engineer, presented the Lopez Reservoir Storage Projection. The Lopez Reservoir Storage Projections are included in the agenda packet and have been revised on a monthly basis over the last several months to better project where the Lopez reservoir levels will be as the drought continues. Discussing the chart, Ms. Ogren indicated the green dashed line represents where County staff thinks reservoir levels will be in November, at about 10,000 AF. Ms. Ogren indicated this is a critical point in the Low Reservoir Response Plan (LRRP). The 10,000 AF level triggers further reductions by the municipalities and further reduction for downstream releases. Markers are being watched closely to know when that happens so adjustments can be made to the water deliveries. When the deliveries are adjusted, deliveries will be going retro-active to April. It is projected that the water year for 16/17 will be reducing municipalities down to the 20% mark.

Ms. Ogren indicated the red dashed line is the past 3-year average, and is steeper because of those years, Zone 3 was not in the LRRP and the green dashed line is more representative of where Zone 3 would be. Ms. Ogren noted

the 10,000 AF is probably a lower estimate since agencies have a quantity of carry over water saved since being under the LRRP. The amount of water that is not allocated is about 3,500 AF lower than 10,000 AF. Ms. Ogren clarified that 3,500 AF is still available for municipalities based on their individual accounts.

Ms. Ogren indicated the light blue bars show anticipated rainfall. The rainfall projection depicts little rain is anticipated for the rest of the 2016 year.

Member Lee questioned if the Zone 3 Technical Advisory Committee (TAC) discussed the 10,000 AF trigger. Ms. Ogren confirmed the TAC began discussing the issue at the May meeting and will continue discussion at its June meeting. Ms. Ogren indicated the 10,000 AF trigger ties into the Governor's latest executive order regarding the drought and the amount of water each wholesaler has to provide to the retailers. This coupled with the 10,000 AF trigger is wrapped together for further discussion at the June 2016 TAC Meeting.

Member Barneich noted the chart projections for November of this year at the Lopez reservoir is projected to hit 10,462 AF, which will trigger the 20% reduction in deliveries to municipalities, and requested clarification on what Ms. Ogren meant by "retro-actively". Ms. Ogren clarified that the water year starts in April and water usage is counted based on how much water everyone has used and what they have available in that water year. Water delivery has been on a particular schedule, at 10% reduction. If and when the November 10,000 AF mark is reached and agencies do not go retro-active, it would be possible that more water was released to Zone 3 agencies than should have been.

Member Waage requested clarification regarding the carry over water. Ms. Ogren indicated of the 10,000 AF, there is a certain amount that is already allocated to the agencies. In order to see what water is still available to be given out, based on entitlements or the LRRP, it is about 3,500 AF less than 10,000 AF. Member Garing questioned if the 3,500 AF less puts the mark at 7,000 AF available. Ms. Ogren confirmed the calculation.

D. Climate Update - Ms. Montes indicated for the month of May, the National Oceanic Atmospheric Administration, (NOAA) predicted above average rainfall for the month of May. The United States Geological Survey (USGS) predicted California Central Coast's drought outlook as Severe Drought to Abnormally Dry and Exceptional Drought conditions during the month of May, which is an improvement from the Extreme Drought levels we've witnessed in prior months.

No public comment was given.

E. PG&E Diablo Canyon Power Plant Desalination Update – Public Works Deputy Director, Mark Hutchinson, indicated the County Board of Supervisors approved a \$900,000 budget for: 1.) the California Environmental Quality Act (CEQA)/coastal permitting process, which includes initiation of an Environment Impact Report (EIR) and the “in-house” team comprised of Planning and Building Department staff and Public Works Department staff who prepared a Request for Proposal pending project description and information from PG&E; 2.) negotiating a Conditional Reimbursement Agreement with Zone 3 agencies who wish to participate in the project; and 3.) negotiating a Water Supply Agreement with PG&E for permanent water supply. PG&E asked to place negotiations on hold pending work at the power plant. Mr. Hutchinson anticipated hearing from PG&E within a couple of weeks and anticipated returning to the Board of Supervisors in August.

No public comment was given.

F. Habitat Conservation Plan Update – Mr. Hutchinson indicated the Habitat Conservation Plan (HCP) team has developed a model and has moved forward with the preliminary downstream release schedule which was shared with the Zone 3 Technical Advisory Committee (TAC) and will be further discussed at the TAC.

No public comment was given.

G. Zone 3 Regional Supply Update – Mr. Hutchinson presented an update on the Nacimiento Project water system, as well as the State Water system. He indicated as of April 19, 2016 the Nacimiento water system is fully allocated with existing participants who increased their allocations and include: Atascadero Mutual Water Company, City of Paso Robles, City of San Luis Obispo and Templeton Community Services District; in addition to two (2) new participants, SMR Mutual Water Company on Santa Margarita Ranch, and Bella Vista Mobile Home Park located in Cayucos.

In regards to State Water, Mr. Hutchinson indicated the County of San Luis Obispo Flood Control and Water Conservation District has an allocation of 25,000 acre-feet per year (AFY) of State Water. Of this amount, about 10,000 AFY is sold to subcontractors. The District currently has about three times the amount needed to satisfy customers and has the potential of returning 2000 acre-feet to the State because of the amount of water that is currently exceeding the contractual allowed storage capacity in the San Luis Reservoir. The District partners with Santa Barbara County on the State Water pipeline. Santa Barbara County’s State Water allocation and delivery is managed by the Central Coast Water Authority (CCWA) comprised of Santa Barbara County

agencies who need more water and have excess storage capacity. The District's excess water will be exchanged with CCWA for storage capacity to deliver water to us through their facilities when we need it. Mr. Hutchinson indicated this arrangement positions the District to be able to deliver additional State Water above and beyond contracts amount and our share of the pipeline to any of our turnouts, which could become another source of water for south county agencies. However, Mr. Hutchinson indicated the District does not currently have customers for this water.

No public comment was given.

H. Urban Water Management Plan 2015 Update - Kari Wagner, Director of Resources from Wallace Group and Project Manager for the Zone 3 Urban Water Management Plan, (UWMP), UWMP 2015 Update. Ms. Wagner indicated the UWMP is prepared in response to the UWMP Act of 1983 and is required for water suppliers serving more than 3,000 AFY and is required to maintain eligibility for State funding. The UWMP is prepared every five years in accordance with Department of Water Resources (DWR) guidelines and focuses on water supply and conservation, and water supply reliability and is submitted to DWR.

Ms. Wagner indicated the UWMP was presented to the TAC at the April 7, 2016 meeting and the Public Hearing was to take place at the June 7, 2016 County Board of Supervisors Meeting.

Member Barneich and Ms. Montes discussed educational and general public outreach programs that focus on water conservation that the District and the City of Arroyo Grande have participated in and have the potential to participate in. Member Barneich requested Ms. Montes work with City of Arroyo Grande for upcoming educational opportunities and Member Lee requested Ms. Montes collaborate with all Zone 3 agencies on public outreach efforts.

Ms. Wagner indicated comments on the UWMP will be taken up until the June 7, 2016 BOS date and letters of support could be submitted if Zone 3 agencies felt inclined to do so.

No public comment was given.

I. Proposed Improvements to Vista Lago Adventure Park at Lopez Lake Recreation Area – County Parks Department Superintendent, Larry laquinto, presented an overview of proposed improvements to Vista Lago Adventure Park at Lopez Lake Recreation Area. As part of County Parks' Lopez Recreation Area's agreement with the Zone 3 Flood Control District, Parks is required to inform Zone 3 of any proposed improvements to the Area. Mr.

Iaquinto indicated a facility change to the existing area of where the Vista Lago Adventure Park operates.

To remain competitive, Vista Lago's proposed improvements include two (2) new zip lines. These zip lines were not included in the "footprint" the BOS approved a few years ago.

J. Proposed Improvements to Mustang Waterpark at Lopez Lake Recreation Area – Mr. Iaquinto presented an overview of proposed improvements to Mustang Waterpark at Lopez Lake Recreation Area per the agreement County Parks has with Zone 3.

Mr. Iaquinto indicated Mustang Waterpark is an older facility that has recently been taken over by a new concessionaire who performed facility upgrades. Because of the upgrades, the volume of waterpark customers increased and the facility is now faced with the challenge of finding room for the increased crowds.

The proposed improvements include: 1.) repurpose grass area and create a "human maze" with pieces that interlock with one another to reconfigure during different times of year to attract people to the park year-round and create revenue during the off-season; 2.) repurpose grass area create an extended seating area; and 3.) repurpose grass area and install a bicycle rental area on near the waterpark's main entrance.

Mr. Iaquinto indicated both of the Lopez Lake Recreation Area's proposed improvements will be presented to the BOS at the June 7, 2016 meeting.

No public comments were made.

VI. Capital Projects Update

A. Bi-Monthly Update – County Public Works Engineer, Joshua Roberts, presented the Zone 3 Capital Projects Bi-Monthly update.

Mr. Roberts indicated the 6th Rack Installation project has been placed on hold due to rust particles found in the membranes, possibly from strainers. He further indicated the impact of the rust particles on the membranes has been very little, but has delayed the project until the rust particles are remedied in order to ensure the warranties on the membranes stay in place. No additional cost charges or loss of water production is occurring while the project has been paused. The project is about 80 percent complete.

In regards to the Membrane Strainer Replacement project, Mr. Roberts indicated he is working with consultant, Mike Nunley of MKN, to determine cause(s) of the rust particles and solutions.

Mr. Roberts stated the Lopez PLC Replacement project is in process, equipment has been ordered, and funding is being secured.

The Lopez V-Ditch Repair project is in the project scoping phase. Mr. Roberts anticipates having more information on this project at the July 21, 2016 Zone 3 Advisory Committee Meeting.

Mr. Roberts indicated the Lopez Power Monitor project is on hold for the time being, as County staff would like to see how a similar project taking place the Nacimiento Dam turns out before completing the Lopez project.

The Lopez Turnout SCADA project is currently on a hold due to a temporary delay with PG&E.

The Lopez Variable Frequency Drive (VFD) Replacement Plan project identified equipment that was out-of-date, unserviceable and is now failing. The Replacement Plan has become a replacement "program". Mr. Roberts indicated County staff is working with Vendors to replace the failed "drive" or all three drives that allow the motor to "ramp up" rather than turn "on and off". All drives were already identified for replacement.

Member Lee inquired on the status of the Lopez Intake Repair project. Mr. Roberts stated this project is in progress. A diver is being brought in, the project is funded and is on budget and near completion.

Member Waage asked if the purpose of the SCADA is to monitor *and* control the flow of water. Mr. Roberts indicated SCADA has archiving ability to track the trend of water usage and has real-time data ability.

No public comment was given.

VII. Action Items - (No Subsequent Board of Supervisors Action Required)

A. Low Reservoir Response Plan – Status and Next Steps – Ms. Ogren reiterated the Low Reservoir Response Plan (LRRP) is tied in with the storage of the Lopez reservoir, the Urban Water Management Plan, and the Governor's most recent order.

VIII. Action Items (Board of Supervisors Action is Subsequently Required)

No items were discussed.

IX. Future Agenda Items – Ms. Montes indicated to Vice-Chair Hagemann the following Future Agenda items have been listed on each monthly Agenda for the past Fiscal Year and can be removed if the Committee wishes: A. Contract Renegotiation Discussions; B. Funding Groundwater Modeling; and C. Water Wheeling.

XII. Committee Member Comments – Member Barneich indicated City of Arroyo Grande City Council directed City staff to put a ballot measure together regarding the purchase of State Water. This will be presented at the July 26, 2016 City of Arroyo Grande City Council Meeting for public discussion.

Member Lee indicated the City of Grover Beach utility rate study will be completed in July. He announced the Grover Beach's new City Manager, Matt Bronson, from the City of San Mateo will begin working June 15, 2016.

Member Waage announced as part of the City of Pismo Beach tier 1 water restrictions, new large construction projects without water rights will not be allowed, but projects to can be constructed on an empty lot if the lot is surrounded by two adjacent lots built out.

Vice-Chair Hagemann announced Avila Beach Community Services District (CSD) is partnering with San Miguelito Mutual Water, with Avila Beach CSD taking the lead, for a recycled water study 50% funded by the State Water Resources Control Board, which will develop over the next six to eight months. He further announced the Avila Beach CSD Board adopted a water shortage and conservation plan at its recent meeting and directed staff to move ahead with the purchase of drought buffer at 100 AFY.

Meeting adjourned at 8:38 PM.

Next Regularly Scheduled Meeting Next Regular Meeting is Tentatively Scheduled for Thursday, November 17, 2016 at 6:30 PM at City of Pismo Beach.

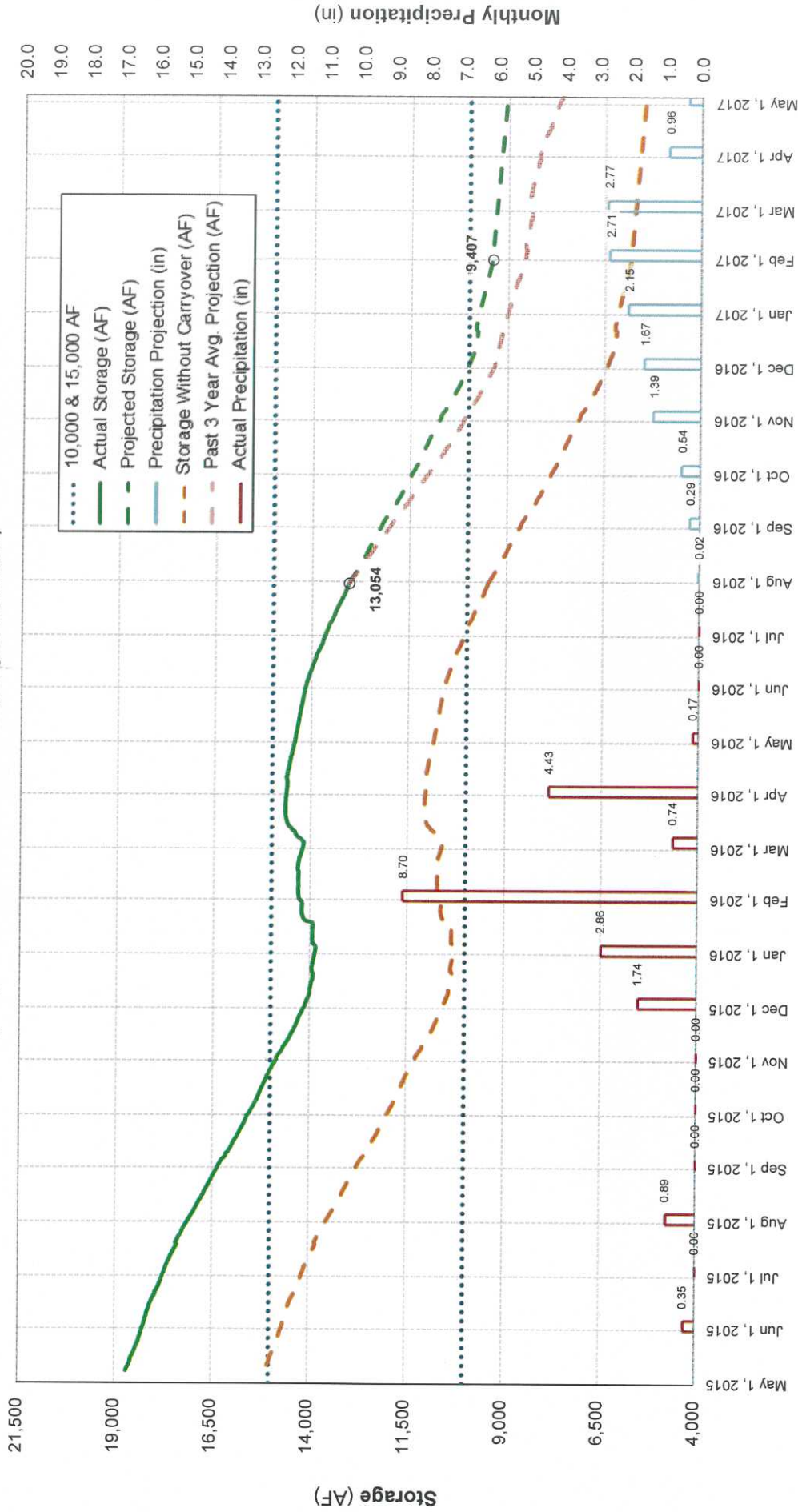
Respectfully Submitted,

Andrea M Montes
County of San Luis Obispo Public Works Department

Lopez Reservoir Storage Projections

(precipitation scenario source: www.LongRangeWeather.com)

Revised: 7/31/2016

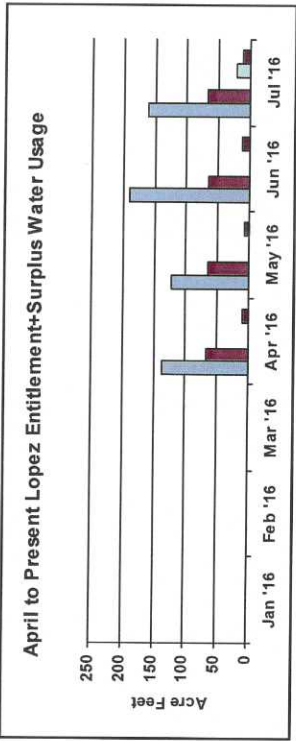


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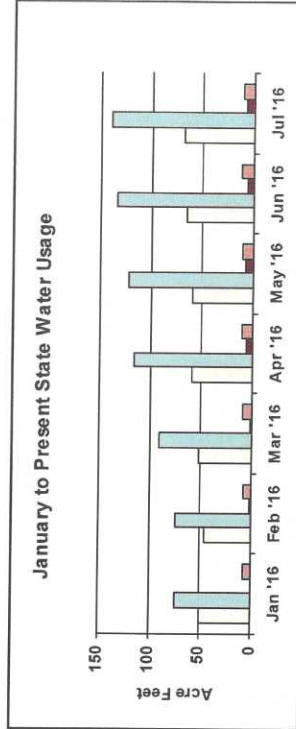
- For "Dry Months" (April - October), projected increases and/or decreases in storage estimated to mimic conditions from 2015.
- For "Wet Months" (November - March), projected storage declines assume LRRP annual downstream release of 3,800 AFY and deliveries of 4,077 AFY.
- For "Wet Months", projected storage increases based on historic trends from actual storm data for the period of 12/1993 through 6/2011.
- Storage projection for "Wet Months" assume that unsaturated conditions exist.
- Rainfall projection provided by www.LongRangeWeather.com, and updated 7/5/2016. Evaporation included in storage projection.
- Past 3 Year Avg. Projection uses historic daily capacity changes averaged from 2013, 2014, 2015

San Luis Obispo County Flood Control and Water District
Zone 3 - Lopez Project - Monthly Operations Report
July, 2016

Contractor	Lopez Water Deliveries										State Water Deliveries												
	This Month			April to Present			This Month				January to Present		This Month		Total Water Deliveries This Month								
	Entl.	Surplus	Total	Entitlement Usage	%	Surplus Usage	%	Total Usage	%	Annual Request	Usage	% of Annual Request	SWP Deliveries	Change in Storage		Usage	% of Annual Request						
Arroyo Grand	2061	936.60	2997.60	161.19	7.8%	0.00	0.0%	610.55	20.4%	610.55	20.4%	0.0%	0.00	0.0%	750	68.41	9.1%	400.06	53.3%	68.41			
Oceano CSD	272.7	713.10	985.80	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.00	0.0%	1240	140.00	11.3%	753.88	60.8%	67.01			
Grover Beach	720	307.90	1027.90	67.01	9.3%	0.00	0.0%	262.71	36.5%	262.71	25.6%	0.00	21.85	1.1%	57	6.96	12.2%	27.56	48.4%	18.9			
Pismo Beach	802.8	1227.60	2030.40	21.85	2.7%	0.00	0.0%	41.29	18.7%	21.85	6.8%	0.00	110	10.55	9.6%	2157	225.92	10.5%	67.91	61.7%	10.55		
CSA 12	220.5	390.20	610.70	11.94	5.4%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	314	88.08	12.2%	1249.41	57.9%	1389.00	57.9%	487.91			
San Miguelito	4077	3575.40	7652.40	261.99	6.4%	0.00	0.0%	936.40	23.0%	936.40	12.2%	0.00	63.94	152.02	110	10.55	9.6%	67.91	61.7%	10.55			
Total																							



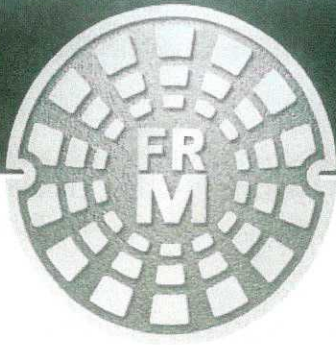
Note: Deliveries are in acre feet. One acre foot = 325, 850 gallons or 43, 560 cubic feet. Safe yield is 8,730 acre feet.



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

Lopez Dam Operations	This Month	Year to Date
Lake Elevation (full at 522.37 feet)	463.72	
Storage (full at 49200 acre feet)	13054	
Rainfall	0	
Downstream Release (4200 acre feet/year)	393.43	1037.27
Spillage (acre feet)	0	0.00

Comments: Reservoir is currently operated under the Low Reservoir Response Plan, therefore Entitlements shown represent a 10% reduction.
Surplus water shown is actually "Carry Over" water as designated in the LRRP and updated per BOS May 10, 2016 Declaration of Surplus.
1) Oceano supplied State Water to Canyon Crest via Arroyo Grande's Edna turn out. A total of 2.40 AF delivered to Canyon Crest was added to Oceano's State Water usage this month



August 5, 2016

Avila Beach Community Services District
191 San Miguel Street
Avila Beach, CA 93424

SUBJECT: JULY 2016 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.

The wastewater treatment plant is set up to have sludge hauled every other week during the summer months. This helps to prevent solids building up in the plant. The schedule will change back to every three weeks once summer is over.

A variable frequency drive (VFD) was replaced on the fixed film reactor (FFR) pump #1. The replacement VFD was an in stock spare part and another VFD was ordered as a replacement. Also, the display for the FFR pump #2 VFD was replaced with an in stock spare part.

The Secondary Clarifier #2 had to be taken out of service due to a broken chain linkage. The clarifier was drained, cleaned and inspected to determine the cause of the breakage. The chain was repaired with spare parts from ABCSD stock and a new drive motor and gearbox was installed. The chain is used to collect the sludge on the bottom of the clarifier and move it to a pit where it is removed. The chain mechanism will be inspected again during the next annual inspection.

On July 20, 2016 the wastewater treatment plant received a slug flow from Port San Luis that lasted approximately 30 minutes. This slug caused the flow leaving the plant to reach approximately 150 gallons per minute, this is much higher than normal especially during the middle of the week. The slug was caused by a lift station at Port that had been down several hours due to a blown fuse. Staff has asked that Port San Luis communicate when mechanical failures like this occur as it can have a significant impact on the wastewater treatment plant. It is recommended that a flow meter is installed on the Port line that comes into the plant that can accurately measure the incoming flow and send alarms to notify Staff of any abnormal flows.

On July 30, 2016 PG&E had a scheduled power shutdown that affected the wastewater treatment plant from 8:00 AM to 2:00 PM. The plant's standby generator was manually started 30 minutes prior to the shutdown and ran during the entire outage. Staff performed an overview of the plant after the power outage to ensure that all equipment was operational.

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 shock the system with additional chlorine as needed.

Staff coordinated a leak repair to the hydrant directly in front of Mr. Rick's. Staff saw cut and removed the surrounding concrete, excavated and determined the leak was due to a threaded connection on the breakaway spool. During the course of the repair the hydrant was raised 9" and now resides with all connections above the concrete line. Staff is working to coordinate the concrete repair after summer is over.

A leak was found on the service line that feeds 251 San Luis Street. The distribution valves surrounding the location do not seal and Staff had to perform a temporary repair to the line. At a later date Staff excavated to the main line and isolated the leak at the corp stop and then installed new piping and a new meter to the service.

COMPLIANCE RECORD AND PLANT PERFORMANCE

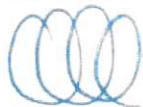
Analytical data for July 28, 2016 and July 31, 2016 were not ready prior to this report being compiled.

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.

FRM Staff compiled the data to complete the monthly Self-Monitoring Report and monthly report in Central Integrated Water Quality Service (CIWQS). Once approved, the reports are uploaded into CIWQS and certified.

Sincerely,

FLUID RESOURCE MANAGEMENT



Carinna Butler
Operations Manager

ATTACHMENTS

- Self-Monitoring Report
- ABCSD Average Daily WWTP Effluent Flow (2014-2016)
- ABCSD Monthly Total WWTP Effluent Flow (2014-2016)
- Port San Luis Monthly Total Flow (2014-2016)
- Monthly Average Influent BOD (2014-2016)
- Monthly Average Effluent BOD (2014-2016)
- Monthly Water Purchased From Lopez (2014-2016)
- ABCSD Monthly Water Sold (2014-2016)

Avila Beach CSD Wastewater Treatment Facility

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

Month: **JULY 2016**

	Daily Flow (MGD)			Effluent Monitoring		
	Total	Max (gpm)	Avg (gpm)	Total Coliform	Fecal Coliform	Daily Total Cl2 Residual
1	0.069347	136	48			<0.02
2	0.083980	138	59			<0.02
3	0.095402	155	67			<0.02
4	0.082518	146	57			<0.02
5	0.066086	150	46	<2	<2	<0.02
6	0.059706	111	42			<0.02
7	0.057956	122	41	<2	<2	<0.02
8	0.067719	104	47			<0.02
9	0.079052	152	55			<0.02
10	0.078296	139	54			<0.02
11	0.064378	113	45			<0.02
12	0.061843	110	43	<2	<2	<0.02
13	0.067584	127	47			<0.02
14	0.079808	144	56	<2	<2	<0.02
15	0.052569	122	37			<0.02
16	0.084425	135	59			<0.02
17	0.082453	151	57			<0.02
18	0.065674	118	45			<0.02
19	0.073456	135	51	<2	<2	<0.02
20	0.077603	149	54			<0.02
21	0.065586	119	50	2	<2	<0.02
22	0.055908	125	39			<0.02
23	0.080432	137	56			<0.02
24	0.090182	141	63			<0.02
25	0.071243	124	49			<0.02
26	0.070023	128	49	<2	<2	<0.02
27	0.066146	120	46			<0.02
28	0.070445	116	49			
29	0.083424	145	58			<0.02
30	0.087605	142	61			<0.02
31	0.086857	140	61			
Min	0.052569	104	37	<2	<2	<0.02
Mean	0.073474	132	51	<2	<2	<0.02
Max	0.095402	155	67	2	<2	<0.02
Total	2.277706					

Effluent daily flow (in dry weather) NTE monthly average of 0.2 MGD.
Chlorine residual daily max NTE 1.2 mg/l.

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: _____

PRINTED NAME: _____

Effluent and Influent Monitoring

Date:	Weekly Effluent BOD 24 hr comp	Weekly Effluent TSS 24 hr comp	Bi-Monthly Influent BOD 24 hr comp	Bi-Monthly Influent TSS 24 hr comp	Monthly Effluent Oil & Grease Grab
7/3/16	32	28	548	412	
7/7/16	26	24	401	215	2.7 DNQ
7/10/16	31	34	648	485	
7/14/16	29	25	609	980	
7/17/16	30	35	642	727	
7/21/16	22	23	338	296	
7/24/16	33	46	485	428	
7/28/16					
7/31/16					
Min	22	23	338	215	2.7 DNQ
Mean	29	31	524	506	2.7 DNQ
Max	33	46	648	980	2.7 DNQ
BOD Removal: 94.5%			TSS Removal: 93.9%		

Date:	Effluent Set. Solids Grab	Effluent Turbidity Grab	Effluent pH Grab	Effluent Temp. (°F) Grab
7/7/16	<0.1	18.3	6.6	71
7/14/16	<0.1	37.1	6.7	69
7/21/16	<0.1	29.5	6.6	73
7/28/16				
Min	<0.1	18.3	6.60	69
Mean	<0.1	28.3	6.63	71
Max	<0.1	37.1	6.70	73

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		
		No more than once in 30 days: 240		
		Daily Maximum: 2,400		
pH	pH units	Between 6.0 - 9.0		
Settleable Solids	ml/l	1.0	1.5	3.0
BOD/TSS Removal	%	≥ 75%	***	***

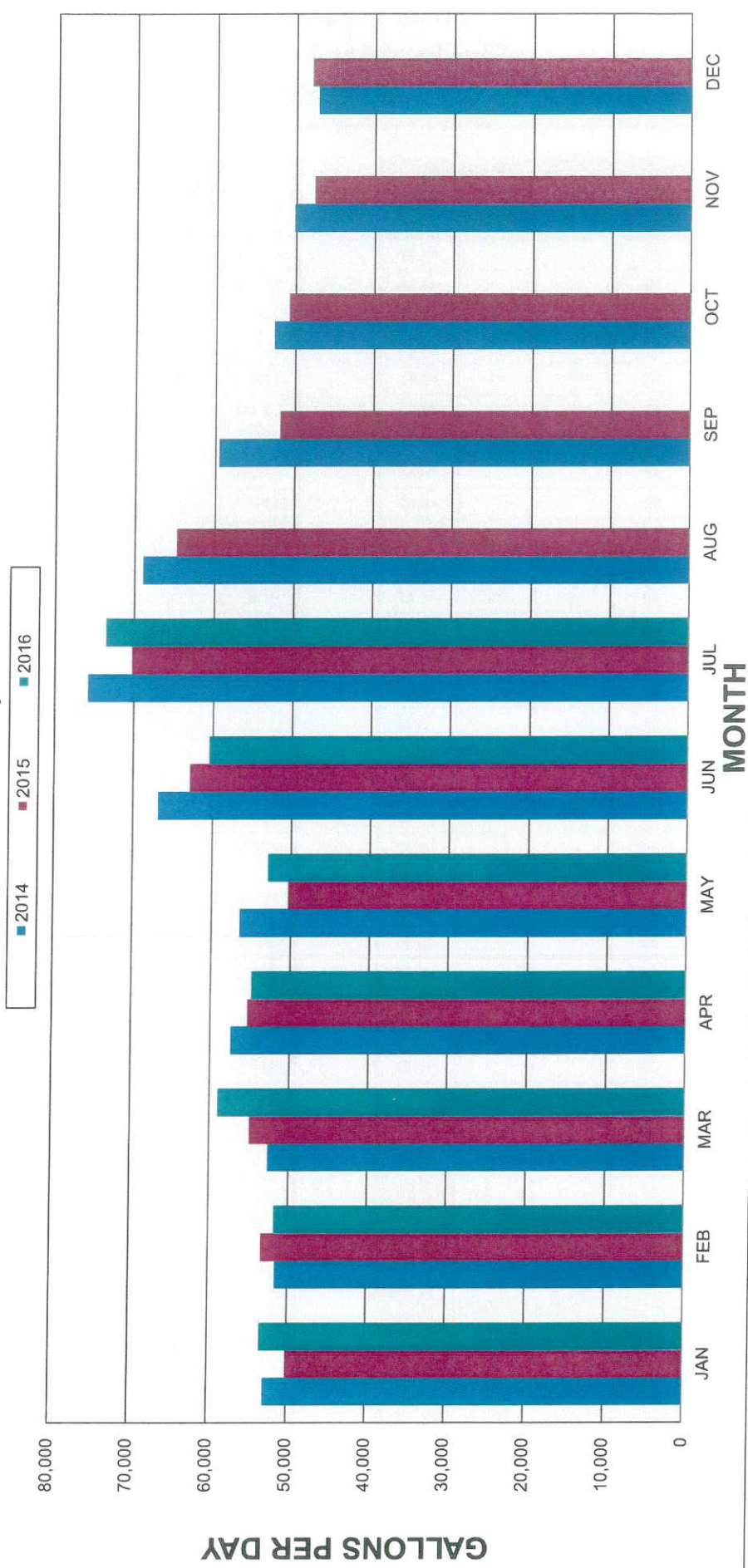
Sludge Removal

Date:	Gallons of Sludge Hauled Off-Site (Est.)
7/14/16	4,500
7/27/16	4,400

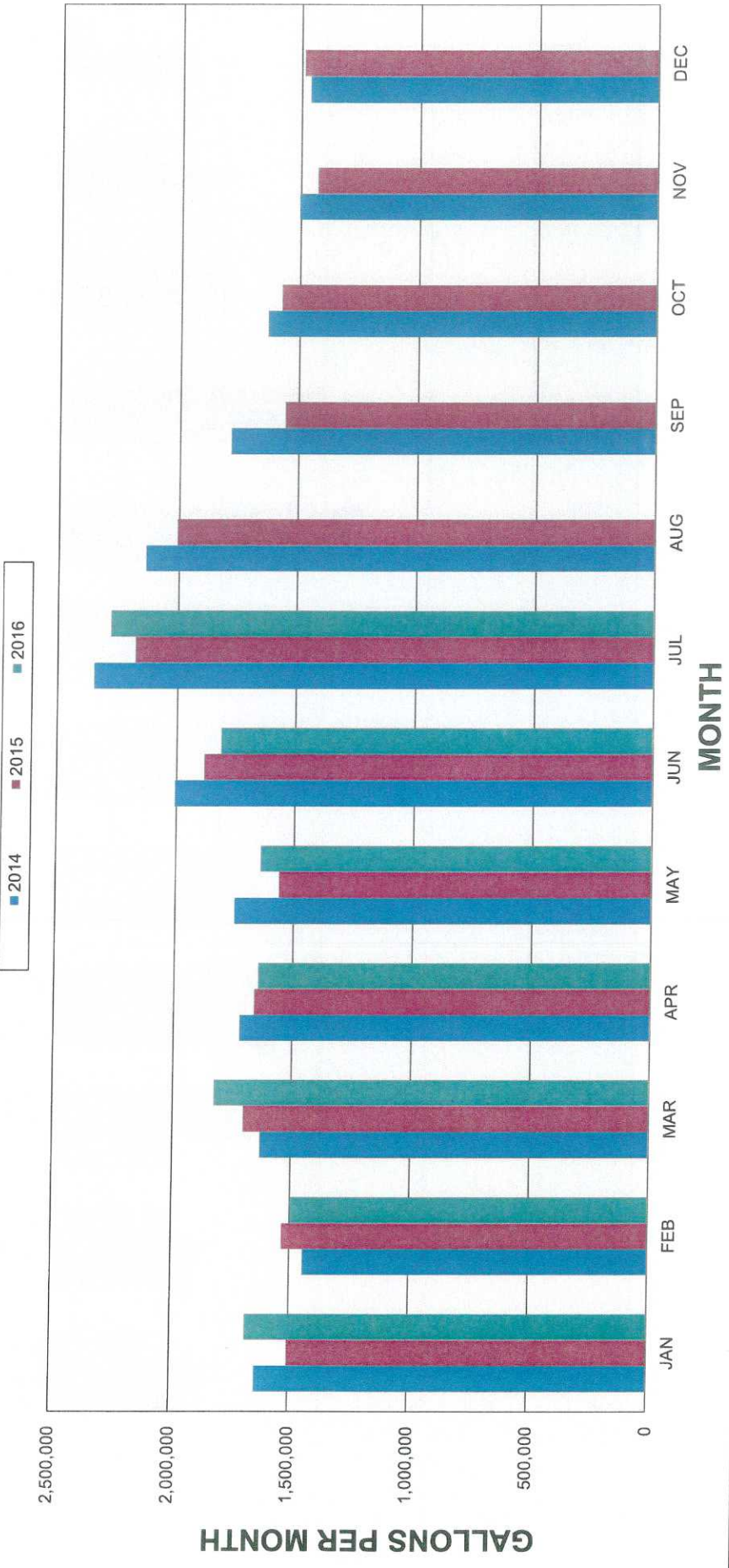
DATE: _____

TITLE: _____

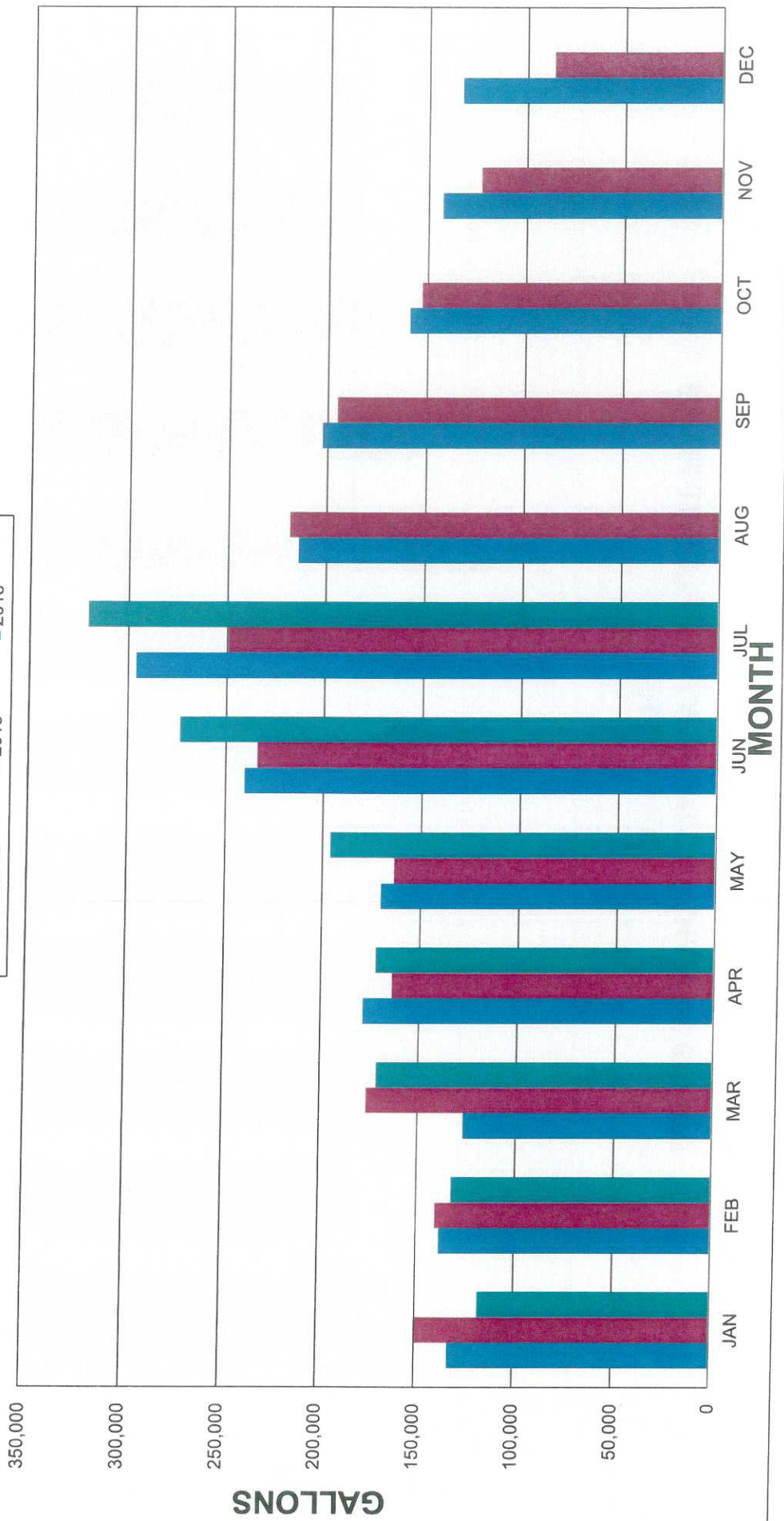
ABCSD AVERAGE DAILY WWTP EFFLUENT FLOW (2014 - 2016)



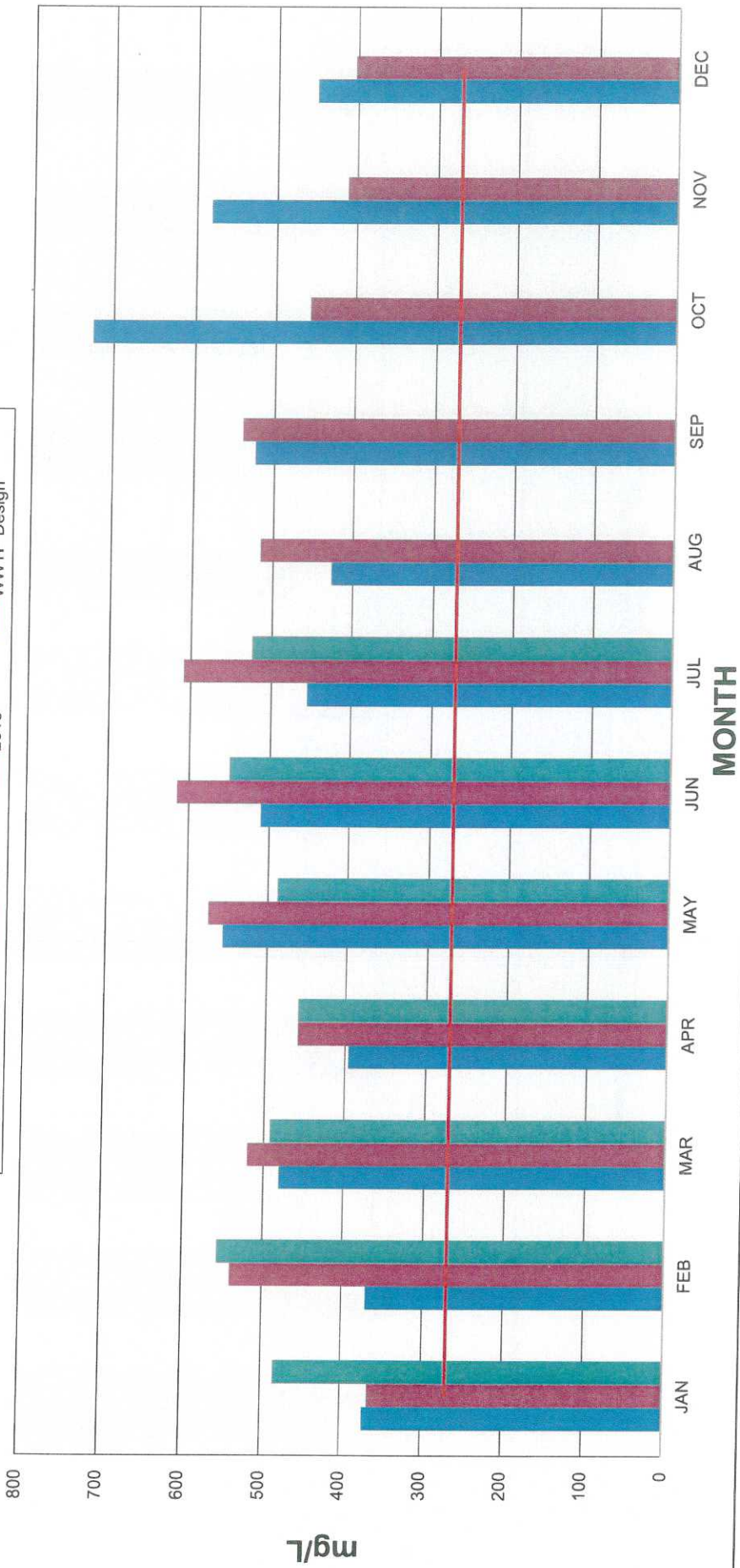
ABCSD MONTHLY TOTAL WWTP EFFLUENT FLOW (2014 - 2016)



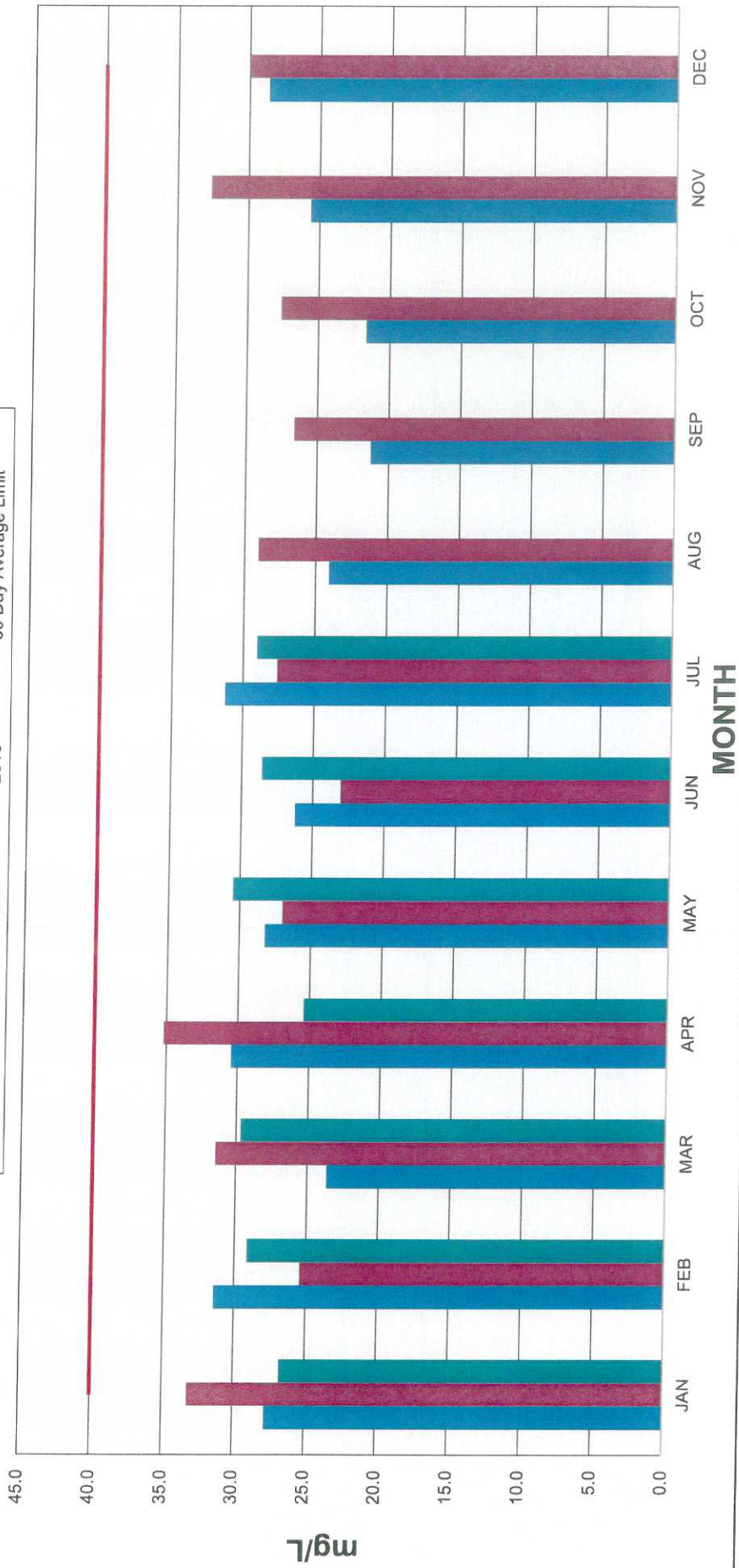
PORT SAN LUIS MONTHLY TOTAL FLOW (2014 - 2016)



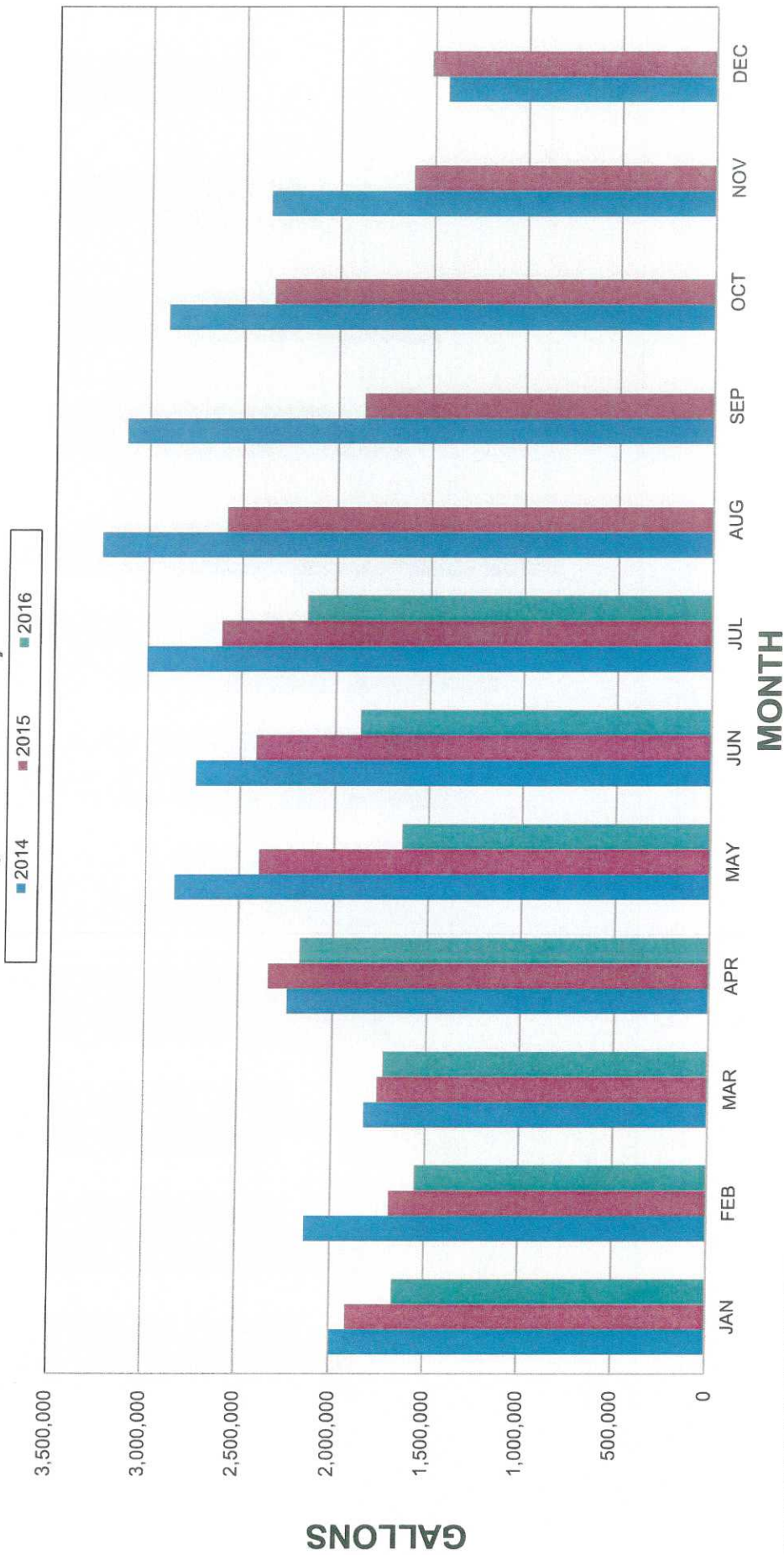
ABCSD MONTHLY AVERAGE INFLUENT BOD (2014 - 2016)



ABCSD MONTHLY AVERAGE EFFLUENT BOD (2014 - 2016)

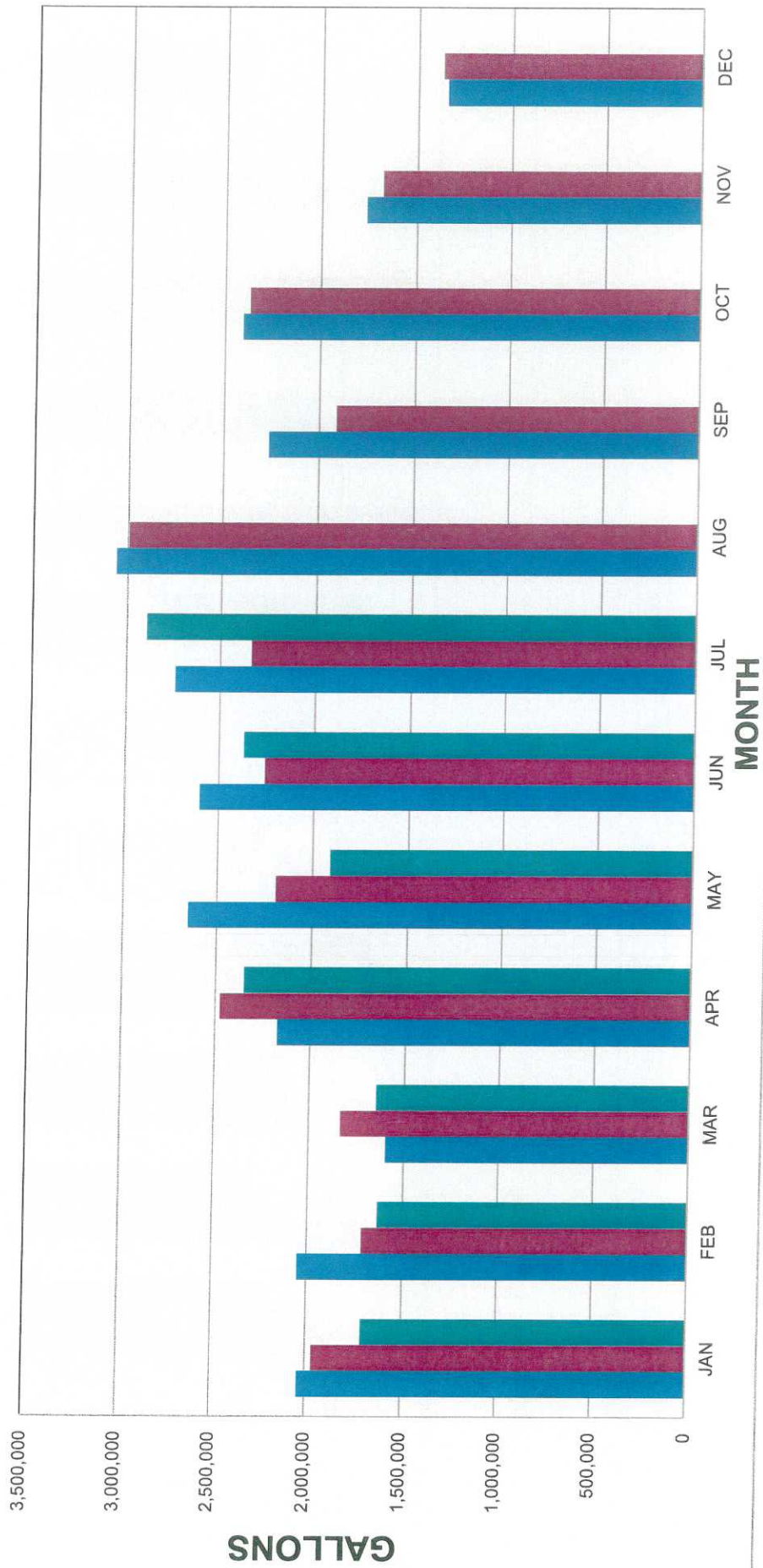


ABCSD MONTHLY WATER PURCHASED FROM LOPEZ (2014 - 2016)



ABCSD MONTHLY WATER SOLD (2014 - 2016)

■ 2014 ■ 2015 ■ 2016




**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 17, 2016

SUBJECT: Sea Life Center, Request for Consideration on Water/Sewer Bills

Recommendation:

Consider the Letter from the Center for Consideration

Discussion:

On July 8, 2016, District staff sent a letter to the Sea Life Center in response to their request for a reduction of the water and sewer fees at the Center. Staff's July 8, letter referenced the District's Policy No. 3038 Excessive Use of Water, and provided a \$701.60 credit to the Center's bill. A copy of the July 8, 2016 letter is attached.

On August 9, staff received a phone call from Center staff advising us that although they did repair one irrigation system leak, they apparently had another leak that caused their July bill to be very high. I advised Center staff that the District Policy did not allow staff to provide for any additional credits, but they could request additional consideration from the Board. Center staff were advised to prepare a letter to the Board explaining the circumstances by close of business on Wednesday August 10, so it could be included in the Board packet. Center staff sent the attached letter to the District via email on Thursday morning.



AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA 93424
Office and Meeting Room - 191 San Miguel Street, Avila Beach
Telephone (805) 595-2664 FAX (805) 595-7623
E-Mail Avilacsd@gmail.com

July 8, 2016

Avila Beach Sea Life Center
P.O. Box 460
Avila Beach, CA 93424

Subject: Excessive Water Consumption, 50 San Juan Street, Avila Beach, CA

Thank you for your June 24, 2016, email regarding your request for a reduction of the water and sewer fees for the Sea Life Center at 50 San Juan Street. According to your email, you had a leak in your drip irrigation system over the weekend of May 28th that was first observed by County Parks staff. You also noted that you have repaired the leak. In reviewing your account, it appears the Center historically uses 7 – 10 units of water per month. In from April 25 – May 26 the Center used 40 units and from May 27 to June 27 the Center used 66 units. Apparently this leak started sometime in late April or early May and went undetected until the County Parks notified you in late May.

In September 2014, the District Board of Directors amended District Policy 3038 Excessive Use of Water. Section 3038.1 of the Policy addresses excessive use of water as a result of malfunction of external water facility, i.e., sprinklers, etc. This Section allows staff to approve a one-time per year adjustment to the sewer fee only for your circumstance. In lieu of the full sewer charge, the customer will be charged the average sewer fee based upon the previous 12 months billings.

Upon review of the last 12 billing cycles (that were not impacted by the leak) your average sewer bill was \$97.00 per month. The most recent monthly sewer charge was \$798.60. In accordance with the Policy staff can provide a credit of \$798.60 - \$97.00 = **\$701.60** to your current bill. The water charge for May 27 – June 27, 2016 will remain at \$650.10. Additionally, the Policy requires an administrative fee of \$75.00 for processing the request. The adjusted bill for the May 27 – June 27 billing cycle is now: \$97 + \$650.10 + \$75.00 = **\$822.10**

In addition, our records indicate that you have a past due amount of \$768.25. With this adjustment the total due for the last two billing cycles is **\$1590.35**. If you are unable to pay the reduced bill in full, please contact the District office to arrange for payments.

If you have any further questions please contact the office at 805-595-2664.

Sincerely,

Brad Hagemann
General Manager



Kristi Dibbern <avilacsd@gmail.com>

Central Coast Aquarium Water bill issue

1 message

Taylor Bodine <taylor@centralcoastaquarium.com>

Fri, Jun 24, 2016 at 1:31 PM

To: Kristi Dibbern <avilacsd@gmail.com>

Hello Kristi,

I am emailing you to let you know that we did have a leak in our drip system over the weekend of May 28th. We were notified by County Parks who noticed it and we fixed the leak. Please let me know if there is anything you can do in terms of reducing out bill.

Thanks,

--

Taylor Bodine
Aquarium Manager
Central Coast Aquarium
50 San Juan Street, Avila Beach CA 93424

Phone: 805-595-7280

Fax: 805-595-7215

My Office Hours: Tuesday - Saturday, 9am to 5pm

Like us today on Facebook by clicking [here!](#)

Avila Beach Community Services District



POLICY TITLE: Excessive Use of Water
POLICY NUMBER: 3038

3038 From time to time a customer may request consideration of a reduction of charges as a result of excessive water use.

3038.1 Excessive Water use as a result of malfunction of external water facility :
ie: sprinklers, garden hose ect.

This type of excessive water use does not result in water entering the District's collection system. Staff will administratively approve a one time per year adjustment to the sewer fee only. The customer will be charged the average sewer fee based upon the previous 12 months billings. No adjustment to the water fees will be considered. An administrative charge to process a request for reduction in sewer fees will be subject to a \$75.00 fee.

3038.1.2 In the event that a customer requests an adjustment of fees more than one time per year, the request will be subject to Board review and an administrative fee in the amount of \$100.

3038.2 Excessive Water use as a result of malfunction of indoor plumbing :
ie; running toilet, dripping faucet

This type of excessive water use results in water entering the District's collection system and thereby requiring processing prior to disposal thorough the outfall line. Staff will administratively approve a one time per two year adjustment to both the water and sewer fee. The customer will be charged the average use fee based upon the previous 12 months billing. An administrative charge to process a request for reduction in fees will be subject to a \$75.00 fee.

3038.2.1 In the event that a customer request an adjustment of fees more than one time in the two year time period, the request will be subject to Board review and an administrative fee in the amount of \$100.

3038.3 Fees for processing Requests :

All fees for processing requests for reduction of water and/or sewer as outlined above will be adjusted annually on July 1 per cost of living. No refunds of fees will be made if a request is denied.



Dear ABCSD Board of Directors,

The Central Coast Aquarium would like to respectfully request a consideration in reducing the cost of our recent water/sewer bill's as there was an undetected leak in our irrigation lines.

When we received our bill we sprung into action and hired a plumber to find our leak. We discovered a broken unknown irrigation line that ran under the sidewalk to the little patch of garden next to the dumpster enclosure on the corner of First and San Juan Street. We were surprised to see that our irrigation lines extended under the sidewalk to the garden that we assumed was county parks land.

Once the irrigation was fixed we thought all was well until we received our next monthly bill and realized that we still have a problem. We were frustrated and disappointed to find another leak in our irrigation line behind our building on Avila Beach Drive. We immediately shut our irrigation water off and fixed that leak. We have since inspected the rest of the irrigation and cannot detect any more leaks. We have also contacted the CSD office and set up a payment plan to pay down this expensive series of unfortunate events and requested they show us where the water meter is so we can better self govern.

We are requesting some leniency in decreasing our bill and please note since the water never made it to the sewer to have those costs reduced or forgiven. The Central Coast Aquarium is a 501c3 non-profit organization and as with most charity organizations we work extremely hard to break even. This unforeseen expense has set us back and will be slow to recover. Please understand we are very aware of our water usage and do our part to respect this precious community resource.

Sincerely,

Tara Malzone

Executive Director
Central Coast Aquarium

Go Beyond the Beach! DIVE IN!


50 San Juan St., Avila Beach, CA 93424 (805) 595-7280 www.centralcoastaquarium.com

**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 17, 2016

SUBJECT: Award Contract for Installing Power at Water Storage Tank Site

Funding:

The approved FY 2016-17 Capital Improvement Program includes project W-1 Water System Improvements, Water Tank #1 with a budget of \$35,000. The proposed project budget is within the approved budget.

Recommendation:

Authorize staff to award a contract to Electricraft Inc. to provide power at the District Water Storage Tank Site as shown on the design drawings by Power and Communications Engineering, dated July 12, 2016, at a cost not to exceed \$10,903.00.

Discussion:

During the recent State Division of Drinking Water inspection, State inspectors recommended staff consider adding an "in-tank" mixing or aeration system to help maintain an acceptable level of disinfection by-product chemicals (tri-halomethanes) in the supply water. The mixing or aeration system will require 100 amp, three phase power service at the tank. Pacific Gas and Electric (PG&E) does have power nearby so staff retained Power Communications and Engineering (PCE) to develop design plans and specifications to "drop" power to the tank site. The water storage tank currently has a small solar power system that provides power for the SCADA system that will likely be used as a back-up once the new power is installed.

Staff requested bids from five local electrical contracting firms. The firms and their respective bid amounts are shown below.

<u>Name</u>	<u>Bid Price</u>
1. Thoma Electric	Declined to bid
2. Electricraft	\$ 10,903.00
3. Lee Wilson	\$ 15,400.00
4. Sage Electric	\$ 16,300.00
5. BC Construction	\$ 15,250.00

The apparent low bidder is Electricraft. Electricraft is a very reputable contracting firm and staff recommends awarding the contract to them.

**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 17, 2016

SUBJECT: Wastewater Treatment Plant Agreement with Port San Luis Harbor District

Funding: The updated Agreement will not have a significant impact on revenue currently received from the Harbor District for wastewater treatment services.

Recommendation: Approve attached Wastewater Service Agreement with Port San Luis Harbor District by authorizing Board President and Board Secretary to sign the Agreement

Background/ Discussion: The initial and current Wastewater Services Agreement between the Avila Beach Community Services District and the Port San Luis Harbor District was adopted in March 1968. In 2013, the respective staff's began a discussion on updating the Agreement due mostly due to the fact that the influent relative strength (biochemical oxygen demand) of both District's wastewater had increased to levels that were well above the treatment plant's design parameters. To prepare a more equitable Agreement, CSD staff and Port staff developed a cost sharing Agreement that considered both flow and wastewater strength.

On November 10, 2015, CSD staff provided a comprehensive analysis of the draft Agreement and Board members provided direction to staff on the draft Agreement. Those comments were incorporated in to the existing Agreement. The Harbor District Board considered and approved the attached Agreement at their July 26, 2016 Commission meeting.

As the Board knows, this Agreement has been reviewed numerous times by Port staff and consultants and District staff and consultants. Getting a final Agreement to the respective Board of Directors for consideration was delayed due in part to the General Manager staffing changes at the CSD and the Harbor District. To refresh Board members memory on the nuts and bolts of the agreement, staff has updated and attached the bullet points used at the November 10, 2015, Board meeting.

Staff recommends the Board approve the attached Agreement.

Summary Points

Wastewater Treatment Plant Agreement

Background:

Initial (current) Agreement Adopted March 1968

Harbor District Contracted for 35% of Capacity Rights (70,000 gpd)

CSD Owned Balance of Capacity (130,000 gpd) and Responsible for Proper O & M

Harbor Pays Portion of O & M based on Their Actual **Flow** Percentage (8% - 12%)

Harbor Pays Portion of Capital Project Costs based on Capacity Entitlement (35%)

New Draft Agreement:

Term – 20 Years with 15 Year Option

District Sole Owner of Treatment & Disposal Facilities

Harbor Contracts for 35% of Organic Loading Capacity (157.5 lbs/day)

O & M Costs allocated based on **Proportional Organic Loading**

Capital Project Costs Remain 35% Harbor, 65% CSD

CSD Responsibilities:

Operation and Maintenance of Plant

Permitting, Compliance Monitoring & Report Submittals

Capital Project Budgeting & Implementation

Harbor Responsibilities:

Implement Effective “FOG” Program and Source Control Program

Monthly Flow Measurements

Pay Quarterly O & M and CIP Invoice(s)

Termination:

One Year Notice

CSD First Right of Refusal to Purchase Harbor Capacity

If District Does not Purchase Capacity, Harbor May Sell to a Third Party Approved by

District

WASTEWATER SERVICE AGREEMENT

AVILA BEACH COMMUNITY SERVICES DISTRICT WASTEWATER TREATMENT PLANT

This is the WASTEWATER SERVICE AGREEMENT (“Agreement”), by and between Avila Beach Community Services District, hereinafter referred to as ABCSD, and the Port San Luis Harbor District, hereinafter referred to as PSLHD.

WITNESSETH

WHEREAS, ABCSD and PSLHD entered into an Agreement on March 5, 1968 (“1968 Agreement”), for joint wastewater treatment at the ABCSD Wastewater Treatment Plant (“WWTP”); and

WHEREAS, the 1968 Agreement is outdated and is in need of revisions to reflect current wastewater treatment conditions; and

WHEREAS, the WWTP has a permitted FLOW CAPACITY of 200,000 gpd which was allocated as follows under the 1968 Agreement as 130,000 gpd (65%) for ABCSD and 70,000 gpd (35%), for PSLHD; and

WHEREAS, the 1968 Agreement, under current conditions, does not adequately address both wastewater flow and organic waste strength from each PARTY in an equitable manner; and

WHEREAS, the WWTP is regulated by the Regional Water Quality Control Board, Region 3, by Waste Discharge Requirements Order No. R3-2009-0055, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0047830 (the “Permit”), subject to renewal and update every five (5) years.

NOW, THEREFORE, for good and valuable consideration, ABCSD and PSLHD mutually agree as follows:

The 1968 Agreement shall terminate effective _____ at 11:59 p.m. Pacific Standard Time. This Agreement shall replace the 1968 Agreement and shall become effective on _____ at 12:00 a.m. Pacific Standard Time (“Effective Date”).

All matters arising from and related to costs for operations, maintenance, or repairs of the WWTP incurred prior to _____ shall be allocated between the PARTIES pursuant to the terms of the 1968 Agreement and not this Agreement. This Agreement applies to all PSLHD facilities, with the exception of the public restrooms on the Avila Beach Pier and the San Luis Yacht Club which facilities shall be treated as “regular” customers by the ABCSD (the “Excluded Facilities.”) Therefore, the Excluded Facilities shall not contribute to PSLHD’s capacity rights as discussed in Section 1 of this Agreement. The Agreement is not meant to alter the relationship between ABCSD and PSLHD with regards to the Excluded Facilities.

DEFINITIONS AND ACRONYMS

1. **DEFINITIONS AND ACRONYMS:** Unless otherwise expressly stated herein the glossary of "Water and Wastewater Control Engineering" published by the Joint Editorial Board Representing the American Public Health Association, American Society of Civil Engineers, American Water Works Association and Water Environmental Federation, as amended, shall be used in general for definitions of terminology.
 - a. **AVERAGE DRY WEATHER FLOW (ADWF).** The average flow of wastewater to the WWTP during a dry season, with inflow and infiltration minimized, expressed in capacity units of gallons per day (gpd) or million gallons per day (MGD).
 - b. **ANNUAL REPORT.** The ABCSD's summary and calculation of each PARTY's sewage flows and organic loading to the WWTP, and other O&M activities throughout the Fiscal Year, used as the basis to allocate cost sharing of CAPITAL EXPENDITURES and O&M COSTS as discussed in Section 5(b) of this Agreement.
 - c. **BIOCHEMICAL OXYGEN DEMAND (BOD).** The concentration of oxygen, expressed in units of milligrams per liter (mg/L), utilized in the biochemical oxidation of organic matter in accordance with procedures established by the EPA and specified in 40 CFR Part 136, as amended. Where used in this contract, a 5-day incubation period is assumed for the measurement.
 - d. **CAPITAL EXPENDITURE.** CAPITAL EXPENDITURES shall include funds spent as detailed below to maintain or improve the WWTP and to purchase equipment:
 - 1) Purchase of equipment costing \$5,000 or more with a useful life of at least two (2) years;
 - 2) Individual Maintenance or rehabilitation project, not combined with any other maintenance or rehabilitation project, at the existing WWTP with a cost of \$100,000 or more and an economic life of at least fifteen (15) years, to maintain operations of the WWTP;
 - 3) Real estate acquisition necessary for WWTP upgrade, improvement and/or expansion related to both PARTIES' Treatment Capacity needs;
 - 4) The PARTIES cost allocation (share) for CAPITAL EXPENDITURES shall be based on their proportional share of overall Treatment Capacity per Section 1(w).
 - e. **CAPITAL IMPROVEMENT PROJECT.** Any CAPITAL EXPENDITURE of \$25,000 or greater in value, to enhance or expand WWTP capabilities. PARTIES' cost allocation (share) for CAPITAL IMPROVEMENT PROJECTS shall be based on proportional share of overall Treatment Capacity per Section 1(w).

- f. CFR. Code of Federal Regulations.
- g. AVILA BEACH COMMUNITY SERVICES DISTRICT (ABCSD). A local government agency formed under California Government Code Section 61000, et seq. in February 1997, which owns, operates and maintains existing wastewater treatment and disposal facilities, which facilities presently serve ABCSD and PSLHD.
- h. EPA. U.S. Environmental Protection Agency.
- i. FLOW CAPACITY. The maximum normal hydraulic operational capacity of the WWTP or outfall, expressed in terms of ADWF. The hydraulic design capacity of the Outfall is 500,000 gpd ADWF.
- j. GPD or gpd. Gallons per day.
- k. FOG. Fats, Oil and Grease.
- l. MGD. Million gallons per day.
- m. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). National program under Section 402 of the Clean Water Act for regulation of discharges of pollutants from point sources to waters of the United States. Discharges are illegal unless authorized by an NPDES permit issued by the EPA or State.
- n. O & M COSTS. Operational, maintenance and administrative costs of the WWTP. O&M COSTS are all other WWTP costs, as discussed in this Agreement, that are not expressly stated in Definitions and Acronyms Sections d and e. CAPITAL EXPENDITURES are not O&M COSTS. O&M COSTS do not include payments on bonds, capital improvements, outside consultation fees for investigations relative to expansion or enhancement of the WWTP, or service to new areas. District staff shall be included in the scoping expansion or enhancement projects and the selection process for any consultants.

O&M COST ALLOCATION. The PARTIES' cost allocation (share) for O&M COSTS shall be based on their proportional shares of the actual organic loading, calculated on a quarterly and annual basis and presented in the Quarterly and Annual Reports as described in Section 5. Organic loading is calculated by the following formula: [flow, mgd] x [8.34 lb/MG] x [BOD (mg/L)] = yyy pounds per day BOD ("Organic Load Formula").
- o. PARTY. Either agency (ABCSD or PSLHD) which is a signatory to this Agreement, and referred to jointly as PARTIES.
- p. PORT OF SAN LUIS HARBOR DISTRICT (PSLHD). Established in 1954 pursuant to the authority vested in the Port San Luis Harbor District by the State of

California, including but not limited to Article X of the California State Constitution, Section 6000 et seq. of the Harbors and Navigation Code, Sections 65920 et seq. of the Government Code, Section 21082 of the Public Resources Code, and Section 15161, Chapter 3, Title 14, California Code of Regulations, and all other applicable state and federal laws, as a local government agency.

- q. PWWF. Peak Wet Weather Flow. The maximum flow of wastewater to the WWTP during wet weather events, measured over a continuous 24-hour period, expressed in MGD.
- r. RWQCB. California Regional Water Quality Control Board, Region 3, San Luis Obispo, California.
- s. REGULATORY AGENCIES - Those agencies having jurisdiction to regulate the operation of, and having appropriate jurisdiction over ABCSD Wastewater facilities, including but not limited to the EPA, the SWRCB, and the RWQCB.
- t. SEWER SYSTEM ORDINANCE. Ordinance governing the administration, use and maintenance of Parties' respective sewer collection systems. Specifically, ABCSD's Ordinance is Ordinance No. 2012-01 adopted by the Board of Directors on July 10, 2012; PSLHD's current Ordinance is Section 12.600 to 12.660 of the PSLHD's Code of Ordinances, as amended as of the date hereof or as shall be amended as provided in the Agreement.
- u. SWRCB. State Water Resources Control Board.
- v. TOTAL SUSPENDED SOLIDS (TSS). The total suspended matter that floats on the surface of, or is suspended in wastewater. The laboratory determination of TSS shall be made in accordance with procedures established by the EPA and specified in 40 CFR Part 136, as amended.
- w. TREATMENT CAPACITY. The maximum organic loading capability of the WWTP as designed, expressed in pounds per day (based on ADWF, 30-day average BOD results), and/or the limiting hydraulic FLOW CAPACITY of any treatment unit or piping, whichever is less. Organic loading is calculated by the following formula: [flow, mgd] x [8.34 lb/MG] x [BOD (mg/L)] = yyy pounds per day BOD ("Organic Load Formula").
 - 1) The organic load for each PARTY shall be determined by the Organic Load Formula. Proportionate shares for each PARTY shall be the percentages of such PARTIES' organic load as determined by the Organic Load Formula.

- 2) The original design organic loading capacity of the existing WWTP was based on a design flow of 0.2 mgd, and organic strength of 270 mg/L BOD and 270 mg/L TSS, resulting in a Treatment Capacity of $0.2 \text{ mgd} \times 8.34 \times 270 \text{ mg/L} = 450$ pounds per day BOD (and 450 pounds per day TSS).
- 3) Proportional share of TREATMENT CAPACITY for PSLHD (Capital Expenditures for the treatment plant) is 35% (based on PSLHD allocation of “original 1968” organic loading capacity) according to the following equation:

$$450 \text{ pounds per day BOD} \times 0.35 = 157.5 \text{ pounds per day BOD \& TSS.}$$

- 4) The proportional share of ocean outfall hydraulic capacity and TREATMENT CAPACITY for PSLHD is based on 35% of the “original 1968” hydraulic design capacity of the Outfall at (500,000 gpd ADWF). PSLHD owns a proportional share of hydraulic capacity and TREATMENT CAPACITY of the outfall equivalent to 175,000 gpd ADWF.
- 5) If the treatment capacity of the WWTP increases, PSLHD Proportional Share of TREATMENT CAPACITY will not increase but remain at 157.5 pounds per day (BOD) and 175,000 gpd ADWF for outfall capacity.

2. **TERM.** Unless terminated as provided herein, the term of this Agreement shall be twenty (20) years from its Effective Date. By written notice to ABCSD at least one (1) year prior to the expiration of the term of this Agreement, PSLHD may elect to receive continued services of the WWTP for an additional fifteen (15) years providing the system remains in service for such additional periods. Such continued services shall be upon the following terms and conditions:

- a. Continued delivery and receipt of influent from PSLHD service area (as said area existed in the 20th year of this contract) under the same physical conditions of service, including time, place, amount and rate of delivery, as provided for in this contract during its term or as otherwise approved by ABCSD; and
- b. Payment of O&M COSTS and CAPITAL EXPENDITURES of the WWTP as calculated under Definitions and Acronyms Sections 1 (n) and (d) of this Agreement; and
- c. Payment annually of a proportionate share of outstanding or future debt as calculated pursuant to Section 12 of this Agreement.

- d. If at the end of said additional fifteen (15) year period the WWTP can be continued in operation and it is both economically and operationally feasible to deliver and receive said influent, then PSLHD may request by written notice to ABCSD at least six (6) months prior to the expiration of the fifteen (15) year period, an additional extension, for a then mutually agreed upon period, or periods for service and PSLHD shall endeavor to reach a good faith agreement with the ABCSD as to the terms of such an additional extension.
3. **OWNERSHIP AND OPERATION OF FACILITIES.** ABCSD shall be the sole and exclusive owner and operator of the WWTP including, but not limited to, all land, improvements, facilities, and equipment. PSLHD hereby agrees and acknowledges it shall have no ownership interest, either jointly or severally, in the WWTP; and no right or obligation to operate the WWTP except as expressly provided in this Agreement, however, that PSLHD shall have capacity rights in the Waste Water Treatment Plant together with any and all other rights provided herein. ABCSD shall be the only named discharger on the Permit subject to all requirements of the Permit. After the Effective Date of this Agreement, ABCSD shall take all reasonable steps within their control to remove PSLHD from the Permit within one (1) year. PSLHD shall not be listed on the Permit as a discharger as it does not control WWTP operations unless mandated by RWQCB.
4. **TECHNICAL REVIEW MEETINGS.** ABCSD and PSLHD shall meet quarterly, or more often as-needed, to review and discuss significant items such as day-to-day operations, O&M COSTS, CAPITAL EXPENDITURES, CAPITAL IMPROVEMENT PROJECTS, selection of professional consultants, other services related to the WWTP, overall operations and maintenance, and outfall facilities. ABCSD will document discussions in meeting minutes and distribute to attendees.
5. **RESPONSIBILITIES OF ABCSD.** ABCSD shall have the sole responsibility and obligation to maintain, operate, repair and replace the WWTP; to manage, direct, and approve all CAPITAL IMPROVEMENT PROJECTS and maintenance projects; and to provide treated effluent that will satisfy the discharge requirements contained in the applicable and most current RWQCB, Region 3, Waste Discharge Requirements. ABCSD shall use its best efforts in accordance with industry standards to maintain, operate and control the WWTP to comply with the requirements of REGULATORY AGENCIES, including but not limited to current and subsequent Waste Discharge Requirements. ABCSD shall use best efforts to provide regular and uninterrupted service to PSLHD, but shall not be liable for damages, breach of contract or otherwise to PSLHD for failure, suspension, diminution or other variations of service occasioned by or as a consequence of any cause beyond ABCSD reasonable control or caused by any willful misconduct of PSLHD.

- a. **ORGANIC LOADING CALCULATIONS AND RELATED REPORT.** ABCSD shall conduct a sampling program to analyze for BOD and TSS, pH and other parameters as may be deemed necessary by the ABCSD to comply with Waste Discharge Requirements and to adequately calculate organic loading from the PARTIES. At the end of each Fiscal year (June 30), ABCSD shall prepare an ANNUAL REPORT and calculation showing ABCSD and PSLHD contributory flow and organic loading to the WWTP. The ANNUAL REPORT shall be completed and submitted to PSLHD by July 31st of each Fiscal Year. PSLHD shall review and provide written comments on the results of the ANNUAL REPORT to ABCSD no later than August 31st of each Fiscal Year.
- b. **ANNUAL REPORT –** The ANNUAL REPORT shall include, but not be limited to:
- 1) System loading information (e.g. volume. BOD & TSS data and other constituents as appropriate);
 - 2) CAPITAL EXPENDITURES;
 - 3) O&M COSTS
 - 4) Debt service (if applicable);
 - 5) Calculation of any and all allocated costs to PSLHD as required under this Agreement and supported by any supplemental documentation available;
 - 6) Information for applicable permit reporting required by regulatory agencies;
 - 7) Summary of payments made, and reconciliation of PSLHD actual costs based on actual calculated and agreed upon technical data;
 - 8) Other information that may be appropriate for inclusion in the ANNUAL REPORT.
- b. **MONTHLY INFLUENT SAMPLING.** BOD and TSS samples shall be taken for each PARTY by ABCSD, at an agreed upon location that specifically represents each PARTY's wastewater, at the last point prior to discharge to the WWTP wet well. Sampling shall be performed in accordance with 40 CFR 136, as amended. Organic loading results shall be averaged over the calendar year, and wastewater flows from each PARTY shall also be averaged over the calendar year. Such average flow and organic waste strength (BOD) parameters shall be used to calculate each PARTY's respective organic loading. PSLHD may, at its discretion, split samples with ABCSD, and have samples analyzed at an independent State-Certified Laboratory; PSLHD agrees to bear all costs of such separate split sampling. Calculation of organic loading shall be in accordance with the equation stated in Section 1(n).

- d. **SEWAGE FLOWS.** Sewage flows delivered to the WWTP individually by both PARTIES shall be metered by methods agreed upon by the PARTIES. The PARTIES agree that costs for any individual metering of sewage flow shall be borne by each respective PARTY. ABCSD shall operate and maintain sewage metering facilities at the WWTP for the purposes of metering the combined sewage flow from both PARTIES, as required by the Waste Discharge Requirements, for which costs shall be shared by both PARTIES. Individual metering devices and facilities shall be available for inspection by the PARTIES at all times. PSLHD agrees to submit a monthly, quarterly and annual sewage flow report to the ABCSD, showing at a minimum, sewage flows on a daily basis (expressed in gallons per day), , average daily sewage flow (total measured sewage flow for the month, divided by number of calendar days in month), daily maximum flow, daily minimum flow. All data shall be presented on a spreadsheet in a format mutually agreed to by both PARTIES. Monthly and quarterly flow reports shall be received by ABCSD no later than the 10th day of the following month. Annual sewage flow report by PSLHD shall be received by ABCSD no later than the 10th of January of each Year. PSLHD and ABCSD shall keep and maintain the records and readings of the metering devices and all WWTP monitoring and reporting records for at least three years and said devices and records shall be at all times open to inspection upon reasonable notice to either PARTY.
- e. **PEAK WET WEATHER FLOW (PWWF).** ABCSD may measure wastewater flow from ABCSD and PSLHD during periods of wet weather to determine actual PWWF rates. If those rates indicate PSLHD and/or ABCSD is exceeding permitted PWWF rates that are caused by wet weather flows, then PSLHD shall make reasonable efforts to assure the PWWF rate is reduced to less than 0.175 MGD for PSLHD and ABCSD shall make reasonable efforts to assure the PWWF rate is reduced to less 0.325 MGD for ABCSD.
- f. **SUBMITTAL OF REPORTS.** Quarterly, by the 31st day of the subsequent month after quarter's end, and annually by the 31st of July of each Year, and as required for the ANNUAL REPORT, ABCSD shall total the sewage flows and organic loading contributed by both PARTIES and provide the quarterly and annual totals to both parties. ABCSD shall submit the ANNUAL REPORT to PSLHD as described in this Agreement.
- g. **ANNUAL BUDGETING FOR CAPITAL IMPROVEMENT PROJECTS.** ABCSD shall provide PSLHD with a proposed CAPITAL IMPROVEMENT PROJECT budget for the following Fiscal Year, by April 15th of each Fiscal Year, to allow time for the PSLHD to review and incorporate such costs in PSLHD Fiscal Year Budget. Such proposed CAPITAL IMPROVEMENT PROJECTS budget should be discussed and reviewed jointly by staff preceding the April 15th deadline. (See Definitions and Acronyms items d. & e.)

6. **RESPONSIBILITIES OF PSLHD.** PSLHD shall maintain, operate and control its wastewater collection system and appurtenances in compliance with all applicable reasonable ABCSD rules and regulations and with all applicable local, State and Federal regulations and requirements including any ordinance adopted by PSLHD.
- a. **AUTHORIZED REPRESENTATIVE.** PSLHD shall designate a representative to conduct routine business and receive copies of all pertinent reports and communications. The representative shall be entitled to participate in all ABCSD Board meetings and technical review meetings, but shall not be entitled to formally initiate actions nor to vote on matters relating to wastewater service between the PARTIES.
 - b. **INSPECTIONS.** PSLHD shall conduct sewer system inspections and sampling events of all users that have specific discharge requirements specified in the PSLHD SEWER SYSTEM ORDINANCE. Such inspections shall take place not less than once in each calendar year. PSLHD agrees to provide ABCSD with inspection/sampling reports of such users and dischargers, upon request by ABCSD. Each PARTY shall have the right but not the obligation to inspect and inquire on the operations and maintenance of the other PARTY's wastewater system to ensure operating and maintaining systems are in good working order and repair. ABCSD, upon request by PSLHD, shall perform inspection and/or sampling and provide inspection/sampling reports of all PSLHD tenants, licensees or other users of PSLHD property. PSLHD will reimburse ABCSD for inspection and sampling costs.
 - c. PSLHD agrees to use accepted, recognized and reasonable measures to regulate and control organic waste strength and entry of non-biological pollutants into sewer collection system and WWTP.
 - d. PSLHD agrees to use accepted, recognized and reasonable measures to regulate and control waste strength, inflow/infiltration, and prevent illicit discharges of harmful substances to the sewer in accordance with PSLHD's SEWER SYSTEM ORDINANCE which should not be modified without prior notification to ABCSD.
 - e. PSLHD shall institute, employ and maintain a fats, oil and grease ("FOG") program to control the discharge of oils and grease into the sewer collection system, to further safeguard against sewage overflows and to control sewage strength to the WWTP. The FOG program shall be in accordance with all applicable laws, rules, and ordinances.
 - f. PSLHD shall give reasonable notice to ABCSD of any material changes in quality or quantity of sewage discharged to WWTP.

- g. PSLHD shall use reasonable and accepted measures to deliver to the ABCSD's wet well sewage that is devoid of sulfates, such that during anaerobic conditions, hydrogen sulfide gas is not liberated from sewage in concentrations that exceed 10 parts per million (ppm). PSLHD shall not use sea water for flushing of toilets, showers or other water supplies that discharge to the sewer.
 - h. PSLHD shall take reasonable and accepted measures to control sand delivered to the WWTP by installation of sand traps at new public restrooms. PSLHD shall also maintain existing sand traps at public restrooms and facilities where already installed as of the date of this agreement.
 - i. PSLHD agrees to pay ABCSD on a quarterly basis, PSLHD's proportional share of O&M COSTS and CAPITAL EXPENDITURES. Quarterly payments shall be based on PSLHD's calculated amounts as defined in Definitions and Acronyms Sections 1 (d) and (n) of this Agreement. Such payments by PSLHD shall be reconciled on an annual basis after ABCSD submission of final ANNUAL REPORT.
7. EXCEEDING PROPORTIONAL SHARE OF FLOW CAPACITY. ABCSD shall have the option, in its reasonable discretion, to accept Peak Wet Weather Flow wastewater emanating from PSLHD in an amount in excess of the flow defined in Section 5(e), but only if ABCSD reasonably determines TREATMENT CAPACITY is available in the WWTP. The acceptance by ABCSD of such excess shall in no way constitute an allotment of additional capacity to PSLHD in excess of that provided herein, unless this Agreement is amended. ABCSD may exceed the flow defined in Section 5(e), only to the extent that PSLHD's proportional share of TREATMENT CAPACITY remain unchanged, unless PSLHD and ABCSD agree, in writing to the sale of proportional share of TREATMENT CAPACITY, to reduce PSLHD's proportional share of TREATMENT CAPACITY. If ABCSD does not agree to accept Peak Wet Weather Flow wastewater emanating from PSLHD in an amount in excess of the flow defined in Section 5(e) due to lack of TREATMENT CAPACITY in the WWTP based on a reasonable capacity evaluation, PSLHD shall reimburse ABCSD for all costs including fines, resulting from exceeding the permitted flows. If ABCSD agrees to accept Peak Wet Weather Flow wastewater emanating from PSLHD in an amount in excess of the flow defined in Section 5(e) because ABCSD reasonable determines TREATMENT CAPACITY is available in the WWTP, the Dispute Resolution process as provided in their Agreement.
8. SALE AND PURCHASE OF CAPACITY RIGHTS/RIGHT OF FIRST REFUSAL. Either PSLHD or ABCSD can sell their proportional share of TREATMENT CAPACITY and be a "selling party" as defined herein. Neither PARTY shall transfer or sell their respective proportional share of TREATMENT CAPACITY to a third party user unless and until the selling PARTY has given the other PARTY written notice of the intent to sell. Said notice shall include all terms of the proposed sale. The non-selling PARTY shall have sixty (60) days after receiving the written notice of intent to sell to notify the selling PARTY that the non-selling PARTY will purchase the offered proportional share of TREATMENT CAPACITY on the same terms and conditions as the proposed sale to the third party or on terms agreeable to both PARTIES. If the non-selling PARTY notifies the selling PARTY, in

writing, of its intent to purchase the offered proportional share of TREATMENT CAPACITY, then the PARTIES shall enter into a purchase and sale agreement on those terms and conditions. If the non-selling party does not notify the selling PARTY, in writing, of its intent to purchase the proportional share of TREATMENT CAPACITY within such sixty (60) day period, then the selling PARTY is free to sell the offered proportional share of TREATMENT CAPACITY to the third PARTY on the terms and conditions set forth in the notice of intent to sell. Any material change in the terms and conditions of the sale of proportional share of TREATMENT CAPACITY to third parties shall require a new notice of intent to sell and a new sixty (60) day period in which the non-selling PARTY can exercise its rights to purchase the offered proportional share of TREATMENT CAPACITY. Further, any third party must agree to meet the selling PARTY's obligations under this Agreement.

9. **ADJUSTMENT OF PROPORTIONAL SHARE OF TREATMENT CAPACITY BETWEEN PARTIES AND PARTICIPATION OF ADDITIONAL PARTIES AT A LATER DATE.** Subject to the Right of First Refusal set forth in this Agreement, a party served by ABCSD, with a written agreement with ABCSD for wastewater treatment at the WWTP ("Serviced Party"), including PSLHD, may acquire additional proportional share of TREATMENT CAPACITY from ABCSD or transfer proportional share of TREATMENT CAPACITY to another Serviced Party upon such terms and conditions as all PARTIES hereto may agree upon. No proportional share of TREATMENT CAPACITY provided in this Agreement, as amended, shall be increased or decreased pursuant to this Agreement unless ABCSD shall first determine that change would not affect the WWTP to the detriment of ABCSD, PSLHD or any Serviced Party determined within its reasonable discretion. If, because of annexation, consolidation, reorganization, or other cause, responsibility for the disposal of wastewater from a particular area is transferred from one Serviced Party to another Serviced Party or to a party that may become a Serviced Party, then the proportional share of TREATMENT CAPACITY shall be transferred to the receiving Serviced Party accordingly on a date to be determined by the PARTIES and the charges for that transferred Service to correspond therewith. Any PARTY considering a transfer shall notify ABCSD such responsibility may be transferred and may recommend to ABCSD the proportional share of TREATMENT CAPACITY which should be transferred, which recommendation shall be advisory only. The proportional share of TREATMENT CAPACITY to be transferred shall be determined by ABCSD but in no case shall the service capacity of a PARTY be reduced without the agreement of such PARTY.
 - a. No such transfer shall become effective until the transferor and transferee Serviced PARTIES, as applicable, shall execute appropriate amendments to their service agreements with ABCSD reserving to such transferee Service Party the additional service capacity and deducting such service capacity from the service capacity of the transferor Service Party and obligating the transferee Service Party to make the additional payments and relieving such transferor Service Party of the obligation to pay the O&M COSTS and CAPITAL EXPENDITURES represented by the transfer of proportional share of TREATMENT CAPACITY.

b. The PARTIES hereto contemplate the possibility other agencies may apply for or request a **proportional share of TREATMENT CAPACITY** in the ABCSD WWTP after the date of execution of this Agreement. The PARTIES hereto agree, in the event and to the extent capacity is available in the WWTP, ABCSD may provide a **proportional share of TREATMENT CAPACITY** to another party (including PSLHD to the extent such TREATMENT CAPACITY is available and unused by the PARTIES hereto. In the event ABCSD contracts with another party to use additional available capacity, such agreement shall be on terms that are fair and equitable to all PARTIES hereto, and such agreement shall specifically provide:

- 1) The new Serviced Party shall pay a capital outlay charge to ABCSD computed in the same manner as the proportional share of CAPITAL EXPENDITURES has been computed for each PARTY hereto for WWTP capacity;
- 2) The new Serviced Party shall pay its proportional share of O&M COSTS in the same manner as provided for the PARTIES hereto of this Agreement. Said payment shall serve to reduce the costs of the other PARTIES hereto proportionately;
- 3) In addition to (2) above, the new Serviced Party shall share in the repayment of any outstanding bond debt attributable to the betterment of the WWTP. That share shall be in relation to the capacity share of the WWTP provided to the new Service Party. Similarly, the new Serviced Party shall share in future debt incurred for additions, improvements, or other capital expenditures according to its **proportional share of TREATMENT CAPACITY**. Should any debt service pre-date this Agreement, such ratio of payment obligation to such prior debt service shall be in accordance with the cost sharing terms of the prior Agreement.

10. FUTURE FACILITY REQUIREMENTS. If it shall be necessary for ABCSD to improve WWTP facilities , due to the need for redundancy and reliability or due to local, state or federal laws, regulations or orders or, if due to local, state or federal laws, regulations or orders, it shall be necessary to install additional facilities and/or acquire rights of way or to improve or extend or enlarge any part of the WWTP or other related facilities used to serve ABCSD and PSLHD, other than increasing capacity to serve new development (“Additional Facilities”), then the cost thereof shall be apportioned among and paid by the PARTIES hereto in the ratio that the required Additional Facilities are attributable to the requirements of the PARTIES hereto, and Additional Facilities shall be subject to such other terms and conditions as are agreed upon by the PARTIES hereto at the time they are required. A final official order by any one or more of the REGULATORY AGENCIES or the authorities listed above shall be considered conclusive by the PARTIES hereto as to the necessity of a CAPITAL EXPENDITURE for such improved treatment or for such additional facilities.

11. **COST SHARING, MAJOR REPAIRS OR ACTS OF GOD.** Costs for upgrades required to enhance treatment capability to comply with new Waste Discharge Requirements without increasing capacity, or to repair damage to WWTP and outfall facilities by an Act of God, shall be shared by both PARTIES in proportion to Treatment Capacity per Definitions and Acronyms Section (w) 7(a), provided that the costs arise out of or relates to the operation of facilities in which PSLHD participates or uses.

12. **FUNDING CAPITAL EXPENDITURES.** ABCSD has issued debt from time to time to fund CAPITAL EXPENDITURES. That debt has been issued to finance CAPITAL EXPENDITURES in lieu of paying for them from currently available resources. ABCSD may issue additional debt to finance future CAPITAL EXPENDITURES. ABCSD, however, shall not issue new debt that would obligate PSLHD without prior approval by ABCSD and PSLHD by resolution of their respective governing bodies.
 - a. **COST SHARING.** Any future debt, subject to the approval rights set forth in this Section that is related to CAPITAL EXPENDITURES benefitting PSLHD shall be the obligation of PSLHD based upon Definitions and Acronyms Section 1 (d). In addition, if ABCSD receives any grants related to improvements benefitting PSLHD, PSLHD will receive a portion of the grant based upon the ratio of its existing or increased Treatment Capacity rights to the WWTP.

 - b. **PSLHD DEBT SERVICE.** When a CAPITAL EXPENDITURE is contemplated that may utilize bond proceeds or other approved financial instruments to fund the project and either (i) the CAPITAL EXPENDITURE is required by local, state, or federal law, regulation or order or (ii) PSLHD and ABCSD have agreed to such CAPITAL EXPENDITURE, PSLHD may fund its share of the project in any of the following ways:
 - 1) From funds on hand at PSLHD; or
 - 2) Share in the debt proceeds and repayment obligation based on its proportional share of the Treatment Capacity. at its Treatment Capacity right in the WWTP; or
 - 3) From other funds PSLHD may obtain (such as issuing debt of their own); or
 - 4) Any combination of the three options mentioned above; or
 - 5) If the ABCSD pursues financing for any CAPITAL EXPENDITURE, PSLHD will have the option to either (1) participate in the ABCSD's financing under the same terms and conditions as the ABCSD or (2) pursue its own financing separately from the ABCSD.

 - c. **REPAYMENT.** For debt issues identified above involving the PSLHD, ABCSD will prepare and PSLHD will receive a repayment schedule ("Repayment Schedule"). The Repayment Schedule shall be effective upon the approval of both Parties.

13. **MODIFICATIONS TO AGREEMENT.** This Agreement is subject to change only by mutual agreement of the PARTIES and by written amendment to this Agreement, approved by ABCSD and PSLHD by resolution of their respective governing board or bodies.
14. **TERMINATION OF AGREEMENT.** ABCSD and PSLHD shall abide by this Agreement, including all financial obligations, for a minimum of 365 days following such notice of termination, or longer until such time of formal termination of Agreement. If PSLHD wishes to terminate this Agreement and if the price and terms proposed by PSLHD are not acceptable to ABCSD, then ABCSD may purchase such capacity rights as PSLHD may then own, at a price determined by an appraisal of the value of the TREATMENT CAPACITY rights. If the parties can agree on a different value of the capacity rights, then such amount shall be the sale price. The cost of the appraisal shall be allocated between the parties according to their proportional share of the TREATMENT CAPACITY. If ABCSD desires to purchase such proportional share of TREATMENT CAPACITY, it shall within sixty (60) days after receipt of the appraisal, provide notice to and enter into an Agreement with PSLHD to purchase such proportional share of the TREATMENT CAPACITY at the appraised price. ABCSD may purchase the proportional share of TREATMENT CAPACITY on the following basis: (i) an initial payment equal to 20% of the total value of its proportional share of TREATMENT CAPACITY; (ii) annual payments for the next four years in amounts equal to 20% of the value of the proportional share of TREATMENT CAPACITY together with any interest due. Interest on the unpaid balance of the purchase price shall accrue at the rate of 6% or the maximum rate allowed by law, whichever is less. Interest shall be paid annually concurrent with the 20% payment. In the event ABCSD does not enter into such Agreement within the period of time hereinabove set forth, PSLHD may sell and transfer the said proportional share of TREATMENT CAPACITY to a third party approved by ABCSD, said approval not to be unreasonably withheld. Upon termination of this Agreement for any reason whatsoever, ABCSD and PSLHD shall negotiate in good faith the allocation of PSLHD existing debt incurred pursuant to this Agreement.
15. **INDEMNITY. Non-Compliance.** In the event that ABCSD is made a defendant in a lawsuit or a party in any administrative proceeding relating to its operation of the WWTP, the costs of the defense thereof shall be considered to be a part of ABCSD O&M COSTS, provided that the suit arises out of or relates to the operation of facilities in which PSLHD participates or uses.
- a. In the event a judgment in a court of law is awarded against ABCSD which includes damages that reasonably could have been avoided by ABCSD or that arose out of an act, omission or negligence in the performance of ABCSD responsibilities or the operation WWTP, then ABCSD alone shall pay such damages and costs in proportion to the degree of negligence found and shall be responsible for that same proportionate share of all fees and costs incurred in defending said lawsuit or administrative proceeding. In the event a judgment in a court of law is awarded against PSLHD which includes damages that reasonably could have been avoided by PSLHD or, that arose out an act, omission or negligence by the PSLHD, then PSLHD alone shall pay such damages and costs in proportion to the degree of negligence found and shall be responsible for that same proportionate share of all fees and costs incurred in defending said lawsuit. In the event fines, penalties or

other monetary amounts are assessed against ABCSD that arose out of an act of omission or negligence that resulted in a violation of a statute, ordinance, governmental rule or regulation, then ABCSD shall be responsible for all such fines, penalties, or monetary damages.

16. MANNER OF GIVING NOTICE. Notices required or permitted hereunder shall be sufficiently given in writing, and if either served personally upon or mailed by registered or certified mail to:

AVILA BEACH COMMUNITY SERVICES DISTRICT
Attn: GENERAL MANAGER
P.O. Box 309
Avila Beach, CA 93424

PORT SAN LUIS PORT DISTRICT
Attn: HARBOR MANAGER
P.O. Box 249
Avila Beach, CA 93424

17. DISPUTE RESOLUTION. Except as otherwise provided herein, all controversies arising out of the interpretation or application of this Agreement or the refusal of any PARTY to perform the whole or any part thereof shall first be attempted to be settled by mediation, and if unsuccessful, then by arbitration.

- a. Either PARTY may request mediation of any dispute. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other PARTY to the Agreement.
- b. Both PARTIES shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- c. If the Claim is not resolved by mediation, PARTIES then agree to submit the Claim to the arbitration process in accordance with the provisions of this section, and where not provided by this section in accordance with the statutory provisions of the State of California then in force. The controversy shall be submitted to a board of three arbitrators, which shall be appointed, one by ABCSD, one by PSLHD and the third by the first two. The PARTY desiring arbitration acting jointly or severally, as the case may be, shall notify any PARTY by a written notice stating the following: (1) that it desires arbitration, (2) the controversy to be arbitrated, (3) that it has appointed its nominee, and (4) that it requests the other PARTY to appoint its nominee.

- d. Within 30 days after the receipt of said notice, any other PARTY shall appoint its nominee. Within 15 days after the last PARTY has appointed its nominee, the two nominees shall appoint the third. None of the arbitrators shall be a resident of, or taxpayer in, or own property in the area served by, or have a place of business in, or be employed in or by, or have any contract with, or be an officer or employee of, or otherwise have a conflict of interest in or with, any PARTY. The arbitration board shall hold at least one hearing and at least 10 days before said hearing shall give each PARTY written notice thereof. The arbitration shall be restricted to matters relative to that stated in the notice requesting arbitration. The arbitration board shall have no authority to add to or present evidence. Upon conclusion of the hearing or hearings, the arbitration board shall reduce its findings of fact, conclusions of law and the award in writing, and shall sign the same and deliver one signed copy thereof to each PARTY. Such award shall be final and binding upon both PARTIES. A majority finding shall govern if the arbitrator's determination is not unanimous. Each PARTY shall pay its own expenses, including the expenses of the arbitrator that it nominates. The expenses of the third arbitrator and the administrative costs of the arbitration proceedings shall be shared equally.
- e. Any controversy which is determined by an engineer's findings and which, under this section, may be submitted to arbitration, if the PARTIES thereto agree in writing to do so, be submitted to a named engineer who shall be the sole arbitrator. Such engineer shall be a California licensed civil engineer and member of the American Society of Civil Engineers and shall be disinterested as hereinbefore in this section required of arbitrators on an arbitration board. The engineer shall proceed in the same manner and shall make findings, conclusions and an award in the manner provided herein for an arbitration board.

18. SEVERABILITY. If any section, subsection or term of this Agreement, or the application thereof, to either PARTY, or to any other person or circumstance is for any reason held invalid, then it shall be deemed severable and the validity of the remainder of the agreement or the application of such provision to the other PARTY, or to any other person or circumstance shall not be affected thereby. Each PARTY hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more section, subsection, sentence, clause, phrase or word, or the application thereof to either PARTY or any other person or circumstance be held invalid.

19. ASSIGNABILITY. Neither PARTY shall assign or otherwise transfer its rights and obligation pursuant to this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

EXECUTION

In witness whereof, PSLHD has executed this Agreement with the approval of its Harbor Commissioners and ABCSD has executed this Agreement in accordance with the approval of its Board of Directors. This Agreement may be executed in counter form.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Michael W. Seitz
ABCSD Legal Counsel

By: _____
Jeffrey Minnery
PSLHD Legal Counsel

AVILA BEACH COMMUNITY
SERVICES DISTRICT
P.O. Box 309
Avila Beach, California 93424

PORT SAN LUIS HARBOR DISTRICT
P.O. Box 249
Avila Beach, California 93424

By: _____
Peter Kelley
President, Board of Directors

By: _____
Dave Kirk
President, Board of Commissioners

ATTEST:

ATTEST:

By: _____
Brad Hagemann
ABCSD Board Secretary

By: _____
Drew Brandy
Secretary, Board of Commissioners

TO: BOARD OF DIRECTORS
FROM: MICHAEL W. SEITZ,
DISTRICT LEGAL COUNSEL
DATE: August 9, 2016

AGENDA ITEM

STAFF REPORT

ITEM

Confirm Conflict of Interest Code [Recommend Adopt Resolution]

BACKGROUND

The Political Reform Act ("PRA") requires state and local government agencies to adopt and promulgate a Conflict of Interest Code and designate positions that are required to file Statements of Economic Interest (Form 700) with the County Clerk's Office through the District's Secretary. A Conflict of Interest Code must contain the following three (3) basic components:

1. Language incorporating the Fair Political Practices Commission ("FPPC") Regulations or the basic provisions required in Govt. Code §87302.
2. A list of the designated positions that make and/or participate in making governmental decisions.
3. Disclosure categories specifying financial interests that designated positions must disclose.

I have confirmed that there have been no changes to Govt. Code §18730 (attached as Exhibit "A" to Resolution 2016-10) since the last adoption of the Conflict of Interest Code on August 12, 2014, Resolution No. 2014-12.

STRATEGIC PLAN

Goal 6. GOVERNANCE AND ADMINISTRATION. Conduct District activities in an efficient, equitable and cost effective manner.

- 6.4 Periodically review, update and reaffirm District policies and procedures.

RECOMMENDATION

It is recommended that the Board review this Staff Report and the Conflict of Interest Code and re-adopt the Code through the attached Resolution.

ATTACHMENTS

- A. Resolution 2016-10 with Exhibits "A" and "B".

**AVILA BEACH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2016-10**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
AVILA BEACH COMMUNITY SERVICES DISTRICT VERIFYING
ITS BIENNIAL REVIEW AND RE-ADOPTION
OF ITS CONFLICT OF INTEREST CODE**

WHEREAS, the AVILA BEACH COMMUNITY SERVICES DISTRICT (herein "District") is a local governmental agency formed and authorized to provide services within its jurisdiction, pursuant to Section 61000 et seq. of the California Government Code; and

WHEREAS, the District Board of Directors, by prior Resolution, adopted Regulation 18730 by reference as the District's Conflict of Interest Code; and

WHEREAS, the District Board of Directors reviewed its Conflict of Interest Code attached hereto as Exhibit "A" and "B" on August 17, 2016.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the AVILA BEACH COMMUNITY SERVICES DISTRICT does hereby resolve, declare, determine and order as follows:

1. The District re-adopts its Conflict of Interest Code by incorporating Regulation 18730, as amended from time to time, by reference, Exhibit "A" to this Resolution.
2. The District re-adopts Exhibit "B" to this Resolution to:
 - a. Designate officers and employees that are deemed to make, or participate in the making of, decisions, which may have a material effect on a financial interest.
 - b. Designate disclosure categories for its designated officers, employees and consultants.

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

AYES:
NOES:
ABSENT:
CONFLICTS;

The foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the AVILA BEACH COMMUNITY SERVICES DISTRICT this 17th day of August, 2016.

Peter Kelley, President
AVILA BEACH COMMUNITY SERVICES DISTRICT
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Brad Hagemann,
Secretary to the Board of Directors

Michael S. Seitz,
District Legal Counsel

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EXHIBIT "A"

CONFLICT OF INTEREST CODE

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of Article 2 of Chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This Code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this Code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this Code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

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- (A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;
- (B) The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Section 87200; and
- (C) The filing officer is the same for both agencies. ¹

Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. ²

(5) Section 5. Statements of Economic Interests: Time of Filing.

- (A) Initial Statements. All designated employees employed by the agency on the effective date of this Code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this Code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within 30 days after the effective date of the amendment.
- (B) Assuming Office Statements. All persons assuming designated positions after the effective date of this Code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.
- (C) Annual Statements. All designated employees shall file statements no later than April 1st. If a person reports for military service as defined in the service member's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

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(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective

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date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported⁴, the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;
3. A description of the consideration, if any, for which the income was received;

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4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, ⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

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(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f) and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f) and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f) and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the

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lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

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(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has

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reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

- (A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;
- (B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;
- (C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;
- (D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or
- (E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of Section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

- (A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or
- (B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

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(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this Code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5, or from the attorney for his or her agency, provided that nothing in this Section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This Code has the force and effect of law. Designated employees violating any provision of this Code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this Code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

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⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

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EXHIBIT "B"

AVILA BEACH COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE

DESIGNATED OFFICERS AND EMPLOYEES
WITH DISCLOSURE CATEGORIES

I. DESIGNATED POSITIONS

The persons occupying the positions listed below are hereby considered designated officers and employees and are deemed to make, or participate in the making of, decisions, which may have a material effect on a financial interest.

DESIGNATED POSITION	ASSIGNED DISCLOSURE CATEGORIES
District Legal Counsel	1,2,3
District Engineer	1,2,3
Certain Contract Consultants, Contractors and Employees	1,2,3

II. OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Disclosure is required of the following positions and shall be provided as stated in Government Code section 87200 et seq.

DESIGNATED POSITION
Members of the Board of Directors
General Manager

III. DISCLOSURE CATEGORIES

Category 1: All persons in this disclosure category shall disclose all interests in real property located in the District or within two miles of the District's boundaries. This disclosure is not applicable to the person's principal residence or real property interests with a fair market value of less than \$2,000.

Category 2: All persons in this disclosure category shall disclose all investments in business entities and business positions in business entities that have an interest in real property in the District, or that have done business with the District during the year prior to the date of the person's disclosure statement, or that are likely to do business with District during the year subsequent to the date of the person's disclosure statement. This disclosure category is not applicable to investments with a fair market value of less than \$2,000.

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Category 3: All persons in this disclosure category shall disclose all sources of personal and business entity income from entities that provide services, materials, machinery equipment, or supplies of the type utilized by the District or that are located within the District, including gifts, loans and travel payments. This disclosure category is not applicable to income received from the District.

Consultants. “Consultant” means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or (B) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, title 2, section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District’s conflict of interest code. (California Code of Regulations, title 2, section 18701(a)(2).)