

AVILA BEACH COMMUNITY SERVICES DISTRICT

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

REGULAR BOARD MEETING 1:00 PM Tuesday, June 14th, 2022

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

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

Meeting ID: 411 178 7571

Password: No Password Required.

BY PHONE: 1-669-900-9128

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

2. ROLL CALL: Board Members:

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

3. PUBLIC COMMENT

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

4. INFORMATION AND DISCUSSION ITEMS

County Reports

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

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

5. CONSENT ITEMS:

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

- A. Minutes of May 10th, 2022, Board Meeting
- B. Monthly Financial Review for May 2022
- C. General Manager and District Engineer Report
- D. Water and Wastewater Superintendent Report for May 2022

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. Consider Adopting Ordinance No. 2022-01 Implementing the Requirements of Senate Bill 1383 Regarding Solid Waste Services by the Avila Beach Community Services District
(Action Required: Receive Staff Report, Receive Public Testimony on the Draft Ordinance, Waive Full Reading of the Ordinance, Consider Adoption of the Ordinance or Provide Other Direction to Staff)
- B. Consideration of Proposed Garbage Rate Increase and Issuance of a Prop 218 Rate Increase Hearing Notice
(Action Required: Receive Staff Report and Provide Direction to Staff)
- C. Consideration of Amendments to the District's Water Shortage Response Plan
(Action Required: Receive Staff Report and Provide Direction to Staff)
- D. Review/Amendment of General Manager Contract
(Action Required: Receive Staff Report and Provide Direction to Staff)

8. COMMUNICATIONS/ COORESPONDENCE

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

9. ADJOURN

The July 12, 2022, Regular Meeting has been cancelled. The next regular meeting will be held on August 8th, 2022.

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

**MINUTES OF REGULAR MEETING
Avila Beach Community Services District
Tuesday, May 10th, 2022
1:00 P.M.**

ZOOM MEETING: 411 178 7571

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

BY PHONE: 1-669-900-9128

1. CALL TO ORDER

President Kelley called the meeting of the Board of Directors of the Avila Beach Community Services District, to order at 1:04 P.M. on the above date, in the Avila Beach Community Services District Building, 100 San Luis Street, Avila Beach, California.

2. ROLL CALL

Board Members Present via Zoom: Ara Najarian

Board Members Present in Person: Pete Kelley
Howie Kennett
Kristin Berry

Board Members Absent: Lynn Helenius

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

FRM Operations: Jeff Cedillos, FRM

3. PUBLIC COMMENTS

4. INFORMATION AND DISCUSSION ITEMS

A. County Reports

Sheriff's Report: The Sheriff's office reported 38 calls for service this month. There were 3 disturbances, 6 burglaries, 10 enforcement stops, 14 preventive stops, 6 thefts, 2 batteries and 10 traffic stops.

Cal Fire: Battalion Chief Paul Lee reported 38 calls for service this month, 29 were medically related. Burn season is officially over for the year. A controlled burn will take place in late fall near the Lighthouse area and The Pismo Preserve. Please abate the weeds and brush to better protect your home from fire. A five-foot radius around your house is the new suggested recommendations to keep fires away from your property. This includes furniture and firewood.

B. Conferences, Meetings and General Communications.

5. CONSENT ITEMS

Director Najarian made a motion to approve the Consent Items. The motion was seconded by Director Berry and passed with a roll call vote 4-0.

AYES: Ara Najarian
 Kristin Berry
 Howie Kennett
 Pete Kelley

NOES: None

ABSENT: Lynn Helenius

6. **DISCUSSION OF PULLED CONSENT ITEMS:** None

7. **BUSINESS ITEMS:**

A. FY 2022/2023 Preliminary Budget Resolution 2022-06

During the April Board Meeting the Board directed Staff to finalizes the FY 2022/23 Budget and bring it back for consideration in May. The Board directed staff to include the 3% revenue increase as presented in the Preliminary Budget. GM Hagemann gave a slide presentation to the Board and Public regarding the fiscal state of the District.

President Kelley OPENED the PUBLIC HEARING:

Ms. Sara Loaiza joined the meeting via Zoom. Ms. Loaiza is a business owner in the community of Avila Beach and she did not support a rate increase. She requested the Board to please consider how the rate increase would impact other business owners who rely on a busy summer season to create revenue. She also noted that the District designated reserve funds are there to use and that she believes that there are sufficient funds available without having to raise the water and sewer rates during fiscal year 2022/23.

President Kelley CLOSED the PUBLIC HEARING:

Director Najarian also spoke out against the rate increase. He strongly urged the Board to consider not raising the rates this year. Director Najarian stated that the reserves, which the District has accumulated over the past 7 years due to increased tax revenue, are a sufficient cushion in the case of an emergency.

After considerable Board discussion regarding the whether or not to increase the water and sewer rates, Director Berry moved to approve Resolution No. 2022-06, increasing the Appropriations Limitations and approve Resolution No. 2022-07 adopting the FY 2022/23 Budget including a 3% rate increase. The motion was seconded by Director Kennett and passed with the following roll call vote 3-1.

AYES: Kristin Berry
Howie Kennett
Pete Kelley

NOES: Ara Najarian
ABSENT: Lynn Helenius

B. Avila Beach Fish & Farmers Market.

Director Berry made a motion to approve the request for the use of electricity on the Front Street light pole for the Fish and Farmers Market and directed the General Manager to sign a Memorandum of Agreement with the Avila Beach Farmers Market Association. The motion was seconded by Director Kennett and passed with a roll call vote 4-0.

AYES: Kristin Berry
Howie Kennett
Ara Najarian
Pete Kelley

NOES: None
ABSENT: Lynn Helenius

COMMUNICATIONS/CORRESPONDENCE.

None

ADJOURNMENT: The meeting was adjourned at 2:35 P.M.

The next regular meeting of the Avila Beach Community Services District is scheduled for Tuesday, June 14, 2022, at 1:00 PM at 100 San Luis Street, Avila Beach.

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


Respectfully submitted,

Brad Hagemann, PE
General Manager

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

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: June 14th, 2022

SUBJECT: Monthly Financial Review for May

Recommendation:

Receive and file report.

Overall Monthly Summary

During the month of May, the District deposited \$174,498.16 and incurred \$115,271.90 in expenses (cash basis). Income included \$84,016.89 in County tax income and \$90,224.61 in monthly water and sewer fees.

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

Utility Service Billing

The District billed approximately \$90,224.61 in water and sewer service charges in May. Customer Rate Assistance reduced billing charges to the District in the amount of \$919.25.

Operation and Maintenance

The May statement for FRM (Fluid Resource Management) is attached.

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

May 31, 22

ASSETS

Current Assets

Checking/Savings

1000 · Cash Summary	
1005 · Customer Cash	190.00
1008 · Petty Cash	45.48
1010 · Pacific Premier Checking	901,647.93
1050 · LAIF	3,888,836.11
1060 · US Bank MM WWTP	2,459,790.12

Total 1000 · Cash Summary 7,250,509.64

Total Checking/Savings 7,250,509.64

Accounts Receivable

1200 · *Accounts Receivable 273,215.00

Total Accounts Receivable 273,215.00

Other Current Assets

1250 · Receivables	
1255 · Interest Receivable	3,166.38
1270 · Taxes Receivable	30,262.80
1280 · Water & Sewer Billings	129,004.73

Total 1250 · Receivables 162,433.91

1400 · Prepaid Summary

1410 · Prepaid Insurance 1,842.87

Total 1400 · Prepaid Summary 1,842.87

Total Other Current Assets 164,276.78

Total Current Assets 7,688,001.42

Fixed Assets

1600 · Fixed Assets & Acc. Depr.

1605 · Office Equipment	
1606 · Copier Samsung 2012	8,233.58
1609 · Office Equipment Accum Depr	-8,233.58

Total 1605 · Office Equipment 0.00

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

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

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

	<u>May 31, 22</u>
1656 · Distribution Assets	
1657 · Distribution Assets Cost	1,270,572.25
1658 · Dist Assets Accum Depr	<u>-724,007.77</u>
Total 1656 · Distribution Assets	<u>546,564.48</u>
Total 1650 · Fixed Assets - Water	546,564.48
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	82,207.29
1682 · Gen / Fire Accum Dep	<u>-54,626.21</u>
Total 1680 · Structures - Fixed Asset	27,581.08
1690 · Construction in Progress	<u>599,761.81</u>
Total 1600 · Fixed Assets & Acc. Depr.	<u>3,542,146.48</u>
Total Fixed Assets	3,542,146.48
Other Assets	
1800 · Deferred Outflows of Resources	<u>26,376.00</u>
Total Other Assets	<u>26,376.00</u>
TOTAL ASSETS	<u><u>11,256,523.90</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	<u>189,519.83</u>
Total Accounts Payable	189,519.83
Other Current Liabilities	
2200 · Payroll Liabilities	
2201 · Accrued Payroll	2,095.00
2260 · Vacation Payable	2,661.92
2262 · Sick Pay Accrued	<u>1,381.88</u>
Total 2200 · Payroll Liabilities	6,138.80

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

	<u>May 31, 22</u>
2300 · Deposits Held	
2303 · Water Deposits Held	6,430.00
Total 2300 · Deposits Held	<u>6,430.00</u>
Total Other Current Liabilities	<u>12,568.80</u>
Total Current Liabilities	202,088.63
Long Term Liabilities	
2400 · Net Pension Liability	136,917.00
2450 · U.S. Bank Loan WWTP	3,020,000.00
2500 · Deferred Inflows of Resources	5,752.00
Total Long Term Liabilities	<u>3,162,669.00</u>
Total Liabilities	3,364,757.63
Equity	
3900 · Retained Earnings	8,106,633.48
Net Income	-214,867.21
Total Equity	<u>7,891,766.27</u>
TOTAL LIABILITIES & EQUITY	<u><u>11,256,523.90</u></u>

	<u>May 22</u>
Ordinary Income/Expense	
Income	
4000 · Income Summary	
4010 · Operating Revenue	90,224.61
4012 · Solid Waste Franchise Fee	2,284.68
4030 · County Taxes	84,016.89
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Total 4000 · Income Summary	176,526.18
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Total Income	176,526.18
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Gross Profit	176,526.18
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Expense	
5100 · Merchant Credit Card Fees	
5110 · Amex	11.00
5120 · Chase Paymentech	130.05
5140 · Invoice Cloud	399.06
	<hr/>
Total 5100 · Merchant Credit Card Fees	540.11
	<hr/>
5200 · Payroll Expenses	
5210 · Gross Wages	
5211 · Regular Pay	3,390.96
5012 · Holiday Pay	204.48
5014 · Sick Pay	204.48
5016 · Vacation Pay	0.00
	<hr/>
Total 5210 · Gross Wages	3,799.92
5230 · Payroll Taxes	66.70
5240 · Health & Medical Exp.	
5242 · Health Ins / Other	800.00
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Total 5240 · Health & Medical Exp.	800.00
5250 · PERS Company Pd Expense	
5256 · PERS Co Pd Kristi	337.73
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Total 5250 · PERS Company Pd Expense	337.73
5280 · Payroll Administration & Misc.	104.12
	<hr/>
Total 5200 · Payroll Expenses	5,108.47

Avila Beach Community Services District
Profit & Loss
May 2022

	<u>May 22</u>
6000 · Administrative Overheads	
6102 · Accounting	1,440.00
6120 · Dues & Subscriptions	182.76
6135 · Legal	5,060.00
6140 · Office Supplies & Postage	
6142 · Postage & Shipping	207.30
6143 · Supplies, Office	237.37
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Total 6140 · Office Supplies & Postage	444.67
6145 · Public Notices	74.55
6150 · Rate Assistance	919.25
6170 · Website	200.00
	<hr/>
Total 6000 · Administrative Overheads	8,321.23
6500 · Operating Expenses	
6503 · Chemicals	12,845.76
6505 · Contract Labor O & M	21,274.94
6506 · Contract Labor GM	6,090.00
6507 · Contract Labor Civil Engineer	12,035.00
6520 · Equipment Repair & Maint.	
6522 · Equip. Rep. & Maint-Avila & HD	7,537.03
6524 · Equip. Rep. & Maint. Avila Only	40.00
6520 · Equipment Repair & Maint. - Other	1,807.66
	<hr/>
Total 6520 · Equipment Repair & Maint.	9,384.69
6525 · Fat Oil & Grease (FOG)	165.00
6535 · Insurance P/L	1,795.37
6540 · Lab Tests	7,627.00
6542 · Maintenance	394.50
6550 · Operating Supplies	1,046.54
6555 · Permits & Fees	81.90
6580 · Solids Handling	2,855.30
6585 · Telephone / Internet	312.30
6590 · Utilities	4,126.63
	<hr/>
Total 6500 · Operating Expenses	80,034.93
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Total Expense	94,004.74
	<hr/>
Net Ordinary Income	82,521.44

	<u>May 22</u>
Other Income/Expense	
Other Expense	
8200 · Non-Operating Expenses	
8230 · Capital Purchases in Prog Sani	
8245 · WWTP Improvement Project	
8245g · WWTP Cannon CM Services	13,948.00
8245d · WWTP Wallace Group Enginee...	1,042.90
8245e · WWTP Construction	12,119.39
Total 8245 · WWTP Improvement Project	<u>27,110.29</u>
8246 · WW Swr Ln Rplmt San Migl	
8246d · WW Swr Ln Rplmt Const Costs	1,198.11
Total 8246 · WW Swr Ln Rplmt San Migl	<u>1,198.11</u>
Total 8230 · Capital Purchases in Prog Sani	<u>28,308.40</u>
Total 8200 · Non-Operating Expenses	<u>28,308.40</u>
Total Other Expense	<u>28,308.40</u>
Net Other Income	<u>-28,308.40</u>
Net Income	<u><u>54,213.04</u></u>

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
General / Admin					
Deposit	05/09/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-29,833.73	-29,833.73
Total General / Admin				-29,833.73	-29,833.73
Lights					
Deposit	05/09/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-2,130.98	-2,130.98
Total Lights				-2,130.98	-2,130.98
Sanitary					
Deposit	05/01/2022	Sani Rec	1010 · Pacific Prem...	-252.97	-252.97
Deposit	05/01/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-248.38
Deposit	05/01/2022	Other 1	1010 · Pacific Prem...	0.00	-248.38
Deposit	05/01/2022	Other 2	1010 · Pacific Prem...	0.00	-248.38
Deposit	05/02/2022	Sani Rec	1010 · Pacific Prem...	-443.66	-692.04
Deposit	05/02/2022	Rate Assistance	1010 · Pacific Prem...	21.85	-670.19
Deposit	05/02/2022	Other 1	1010 · Pacific Prem...	0.00	-670.19
Deposit	05/02/2022	Other 2	1010 · Pacific Prem...	0.05	-670.14
Deposit	05/03/2022	Sani Rec	1010 · Pacific Prem...	-132.22	-802.36
Deposit	05/03/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-797.77
Deposit	05/03/2022	Other 1	1010 · Pacific Prem...	0.00	-797.77
Deposit	05/03/2022	Other 2	1010 · Pacific Prem...	0.00	-797.77
Deposit	05/04/2022	Sani Rec	1010 · Pacific Prem...	-239.90	-1,037.67
Deposit	05/04/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,037.67
Deposit	05/04/2022	Other 1	1010 · Pacific Prem...	0.00	-1,037.67
Deposit	05/04/2022	Other 2	1010 · Pacific Prem...	-8.84	-1,046.51
Deposit	05/05/2022	Sani Rec	1010 · Pacific Prem...	-241.48	-1,287.99
Deposit	05/05/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,287.99
Deposit	05/05/2022	Other 1	1010 · Pacific Prem...	0.00	-1,287.99
Deposit	05/05/2022	Other 2	1010 · Pacific Prem...	-4.55	-1,292.54
Deposit	05/06/2022	Sani Rec	1010 · Pacific Prem...	-180.52	-1,473.06
Deposit	05/06/2022	Rate Assistance	1010 · Pacific Prem...	9.98	-1,463.08
Deposit	05/06/2022	Other 1	1010 · Pacific Prem...	0.00	-1,463.08
Deposit	05/06/2022	Other 2	1010 · Pacific Prem...	7.92	-1,455.16
Deposit	05/07/2022	Sani Rec	1010 · Pacific Prem...	-185.28	-1,640.44
Deposit	05/07/2022	Rate Assistance	1010 · Pacific Prem...	7.28	-1,633.16

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	05/07/2022	Other 1	1010 · Pacific Prem...	0.00	-1,633.16
Deposit	05/07/2022	Other 2	1010 · Pacific Prem...	0.00	-1,633.16
Deposit	05/08/2022	Sani Rec	1010 · Pacific Prem...	-22.57	-1,655.73
Deposit	05/08/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,655.73
Deposit	05/08/2022	Other 1	1010 · Pacific Prem...	0.00	-1,655.73
Deposit	05/08/2022	Other 2	1010 · Pacific Prem...	0.00	-1,655.73
Deposit	05/09/2022	TCF FY 22 MAR ME - Waste	1010 · Pacific Prem...	-41,397.27	-43,053.00
Deposit	05/09/2022	Sani Rec	1010 · Pacific Prem...	-268.40	-43,321.40
Deposit	05/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-43,321.40
Deposit	05/09/2022	Other 1	1010 · Pacific Prem...	0.00	-43,321.40
Deposit	05/09/2022	Other 2	1010 · Pacific Prem...	0.00	-43,321.40
Deposit	05/10/2022	Sani Rec	1010 · Pacific Prem...	-490.50	-43,811.90
Deposit	05/10/2022	Rate Assistance	1010 · Pacific Prem...	45.30	-43,766.60
Deposit	05/10/2022	Other 1	1010 · Pacific Prem...	0.00	-43,766.60
Deposit	05/10/2022	Other 2	1010 · Pacific Prem...	0.00	-43,766.60
Deposit	05/11/2022	Sani Rec	1010 · Pacific Prem...	-2,295.77	-46,062.37
Deposit	05/11/2022	Rate Assistance	1010 · Pacific Prem...	19.95	-46,042.42
Deposit	05/11/2022	Other 1	1010 · Pacific Prem...	0.00	-46,042.42
Deposit	05/11/2022	Other 2	1010 · Pacific Prem...	127.42	-45,915.00
Deposit	05/12/2022	Sani Rec	1010 · Pacific Prem...	-760.32	-46,675.32
Deposit	05/12/2022	Rate Assistance	1010 · Pacific Prem...	36.41	-46,638.91
Deposit	05/12/2022	Other 1	1010 · Pacific Prem...	0.00	-46,638.91
Deposit	05/12/2022	Other 2	1010 · Pacific Prem...	-1.26	-46,640.17
Deposit	05/13/2022	Sani Rec	1010 · Pacific Prem...	-9,322.90	-55,963.07
Deposit	05/13/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-55,963.07
Deposit	05/13/2022	Other 1	1010 · Pacific Prem...	-19.10	-55,982.17
Deposit	05/13/2022	Other 2	1010 · Pacific Prem...	0.09	-55,982.08
Deposit	05/14/2022	Sani Rec	1010 · Pacific Prem...	-22.96	-56,005.04
Deposit	05/14/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-56,000.45
Deposit	05/14/2022	Other 1	1010 · Pacific Prem...	0.00	-56,000.45
Deposit	05/14/2022	Other 2	1010 · Pacific Prem...	0.00	-56,000.45
Deposit	05/15/2022	Sani Rec	1010 · Pacific Prem...	-193.98	-56,194.43
Deposit	05/15/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-56,194.43
Deposit	05/15/2022	Other 1	1010 · Pacific Prem...	0.00	-56,194.43
Deposit	05/15/2022	Other 2	1010 · Pacific Prem...	0.00	-56,194.43
Deposit	05/16/2022	Sani Rec	1010 · Pacific Prem...	-5,556.21	-61,750.64

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	05/16/2022	Rate Assistance	1010 · Pacific Prem...	35.31	-61,715.33
Deposit	05/16/2022	1/2 Other 1	1010 · Pacific Prem...	0.00	-61,715.33
Deposit	05/16/2022	1/2 Other 2	1010 · Pacific Prem...	-7.60	-61,722.93
Deposit	05/16/2022	ACH SLOCO booked separately Community Park Restroom 3/...	1010 · Pacific Prem...	518.21	-61,204.72
Deposit	05/16/2022	Community Park Restrooms 3/26 - 4/26/22	1010 · Pacific Prem...	-518.22	-61,722.94
Deposit	05/17/2022	Sani Rec	1010 · Pacific Prem...	-1,350.61	-63,073.55
Deposit	05/17/2022	Rate Assistance	1010 · Pacific Prem...	21.46	-63,052.09
Deposit	05/17/2022	Other 1	1010 · Pacific Prem...	0.00	-63,052.09
Deposit	05/17/2022	Other 2	1010 · Pacific Prem...	-245.98	-63,298.07
Deposit	05/18/2022	Sani Rec	1010 · Pacific Prem...	-18,320.90	-81,618.97
Deposit	05/18/2022	Rate Assistance	1010 · Pacific Prem...	60.95	-81,558.02
Deposit	05/18/2022	Other 1	1010 · Pacific Prem...	32.79	-81,525.23
Deposit	05/18/2022	Other 2	1010 · Pacific Prem...	641.44	-80,883.79
Deposit	05/23/2022	Sani Rec	1010 · Pacific Prem...	-55.42	-80,939.21
Deposit	05/23/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-80,939.21
Deposit	05/23/2022	Other 1	1010 · Pacific Prem...	103.58	-80,835.63
Deposit	05/23/2022	Other 2	1010 · Pacific Prem...	-74.89	-80,910.52
Deposit	05/24/2022	Sani Rec	1010 · Pacific Prem...	-3,372.21	-84,282.73
Deposit	05/24/2022	Rate Assistance	1010 · Pacific Prem...	4.59	-84,278.14
Deposit	05/24/2022	Other 1	1010 · Pacific Prem...	0.00	-84,278.14
Deposit	05/24/2022	Other 2	1010 · Pacific Prem...	-100.64	-84,378.78
Deposit	05/26/2022	Sani Rec	1010 · Pacific Prem...	-109.26	-84,488.04
Deposit	05/26/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-84,488.04
Deposit	05/26/2022	Other 1	1010 · Pacific Prem...	0.00	-84,488.04
Deposit	05/26/2022	Other 2	1010 · Pacific Prem...	0.00	-84,488.04
Deposit	05/31/2022	\$ 843.53 BALANCE ADJ CCs	1010 · Pacific Prem...	-421.76	-84,909.80
Deposit	05/31/2022	Sani Rec	1010 · Pacific Prem...	-423.15	-85,332.95
Deposit	05/31/2022	Rate Assistance	1010 · Pacific Prem...	41.49	-85,291.46
Deposit	05/31/2022	Other 1	1010 · Pacific Prem...	0.00	-85,291.46
Deposit	05/31/2022	Other 2	1010 · Pacific Prem...	0.00	-85,291.46
Total Sanitary				-85,291.46	-85,291.46

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
Solid Waste					
Deposit	05/11/2022	Waste Connections Franchise Fee SW	1010 · Pacific Prem...	-2,284.68	-2,284.68
Total Solid Waste					
Water					
Deposit	05/01/2022	Water Rec	1010 · Pacific Prem...	-286.80	-286.80
Deposit	05/01/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-276.41
Deposit	05/01/2022	Other 1	1010 · Pacific Prem...	0.00	-276.41
Deposit	05/01/2022	Other 2	1010 · Pacific Prem...	0.00	-276.41
Deposit	05/02/2022	Water Rec	1010 · Pacific Prem...	-488.33	-764.74
Deposit	05/02/2022	Rate Assistance	1010 · Pacific Prem...	33.60	-731.14
Deposit	05/02/2022	Other 1	1010 · Pacific Prem...	0.00	-731.14
Deposit	05/02/2022	Other 2	1010 · Pacific Prem...	0.00	-731.14
Deposit	05/03/2022	Water Rec	1010 · Pacific Prem...	-219.87	-951.01
Deposit	05/03/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-940.62
Deposit	05/03/2022	Other 1	1010 · Pacific Prem...	0.00	-940.62
Deposit	05/03/2022	Other 2	1010 · Pacific Prem...	0.00	-940.62
Deposit	05/04/2022	Water Rec	1010 · Pacific Prem...	-259.89	-1,200.51
Deposit	05/04/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,200.51
Deposit	05/04/2022	Other 1	1010 · Pacific Prem...	0.00	-1,200.51
Deposit	05/04/2022	Other 2	1010 · Pacific Prem...	0.00	-1,200.51
Deposit	05/05/2022	Water Rec	1010 · Pacific Prem...	-418.29	-1,618.80
Deposit	05/05/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-1,618.80
Deposit	05/05/2022	Other 1	1010 · Pacific Prem...	0.00	-1,618.80
Deposit	05/05/2022	Other 2	1010 · Pacific Prem...	0.00	-1,618.80
Deposit	05/06/2022	Water Rec	1010 · Pacific Prem...	-174.84	-1,793.64
Deposit	05/06/2022	Rate Assistance	1010 · Pacific Prem...	12.01	-1,781.63
Deposit	05/06/2022	Other 1	1010 · Pacific Prem...	0.00	-1,781.63
Deposit	05/06/2022	Other 2	1010 · Pacific Prem...	0.00	-1,781.63
Deposit	05/07/2022	Water Rec	1010 · Pacific Prem...	-236.07	-2,017.70
Deposit	05/07/2022	Rate Assistance	1010 · Pacific Prem...	11.20	-2,006.50
Deposit	05/07/2022	Other 1	1010 · Pacific Prem...	0.00	-2,006.50
Deposit	05/07/2022	Other 2	1010 · Pacific Prem...	0.00	-2,006.50
Deposit	05/08/2022	Water Rec	1010 · Pacific Prem...	-51.93	-2,058.43
Deposit	05/08/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-2,058.43

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	05/08/2022	Other 1	1010 · Pacific Prem...	0.00	-2,058.43
Deposit	05/08/2022	Other 2	1010 · Pacific Prem...	0.00	-2,058.43
Deposit	05/09/2022	TCF FY 22 MAR ME - IMPR # 1 - Gen . 70, Water .25, Lights	1010 · Pacific Prem...	-10,654.91	-12,713.34
Deposit	05/09/2022	Water Rec	1010 · Pacific Prem...	-303.51	-13,016.85
Deposit	05/09/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-13,016.85
Deposit	05/09/2022	Other 1	1010 · Pacific Prem...	0.00	-13,016.85
Deposit	05/09/2022	Other 2	1010 · Pacific Prem...	0.00	-13,016.85
Deposit	05/10/2022	Water Rec	1010 · Pacific Prem...	0.00	-13,016.85
Deposit	05/10/2022	Rate Assistance	1010 · Pacific Prem...	-346.35	-13,363.20
Deposit	05/10/2022	Other 1	1010 · Pacific Prem...	49.66	-13,313.54
Deposit	05/10/2022	Other 2	1010 · Pacific Prem...	0.00	-13,313.54
Deposit	05/11/2022	Water Rec	1010 · Pacific Prem...	0.00	-13,313.54
Deposit	05/11/2022	Rate Assistance	1010 · Pacific Prem...	-3,498.41	-16,811.95
Deposit	05/11/2022	Other 1	1010 · Pacific Prem...	24.02	-16,787.93
Deposit	05/11/2022	Other 2	1010 · Pacific Prem...	0.00	-16,787.93
Deposit	05/12/2022	Water Rec	1010 · Pacific Prem...	0.00	-16,787.93
Deposit	05/12/2022	Rate Assistance	1010 · Pacific Prem...	-1,002.75	-17,790.68
Deposit	05/12/2022	Other 1	1010 · Pacific Prem...	56.00	-17,734.68
Deposit	05/12/2022	Other 2	1010 · Pacific Prem...	0.00	-17,734.68
Deposit	05/13/2022	Water Rec	1010 · Pacific Prem...	0.00	-17,734.68
Deposit	05/13/2022	Rate Assistance	1010 · Pacific Prem...	-3,403.77	-21,138.45
Deposit	05/13/2022	Other 1	1010 · Pacific Prem...	0.00	-21,138.45
Deposit	05/13/2022	Other 2	1010 · Pacific Prem...	0.00	-21,138.45
Deposit	05/14/2022	Water Rec	1010 · Pacific Prem...	0.00	-21,138.45
Deposit	05/14/2022	Rate Assistance	1010 · Pacific Prem...	-51.93	-21,190.38
Deposit	05/14/2022	Other 1	1010 · Pacific Prem...	10.39	-21,179.99
Deposit	05/14/2022	Other 2	1010 · Pacific Prem...	0.00	-21,179.99
Deposit	05/15/2022	Water Rec	1010 · Pacific Prem...	0.00	-21,179.99
Deposit	05/15/2022	Rate Assistance	1010 · Pacific Prem...	-171.27	-21,351.26
Deposit	05/15/2022	Other 1	1010 · Pacific Prem...	0.00	-21,351.26
Deposit	05/15/2022	Other 2	1010 · Pacific Prem...	0.00	-21,351.26
Deposit	05/16/2022	Water Rec	1010 · Pacific Prem...	0.00	-21,351.26
Deposit	05/16/2022	Rate Assistance	1010 · Pacific Prem...	-8,618.49	-29,969.75
Deposit	05/16/2022	1/2 Other 1	1010 · Pacific Prem...	39.17	-29,930.58
Deposit	05/16/2022	1/2 Other 2	1010 · Pacific Prem...	0.00	-29,930.58
Deposit	05/16/2022	ACH SLOCO booked separately Community Park Restroom 3/...	1010 · Pacific Prem...	0.00	-29,930.58
Deposit	05/16/2022			371.55	-29,559.03

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

06/03/22

Type	Date	Memo	Split	Amount	Balance
Deposit	05/16/2022	ACH SLOCO booked separately	1010 · Pacific Prem...	1,328.49	-28,230.54
Deposit	05/16/2022	ACH SLOCO booked separately	1010 · Pacific Prem...	1,130.10	-27,100.44
Deposit	05/16/2022	San Juan Irrigation 3/26 - 4/26/22	1010 · Pacific Prem...	-1,328.48	-28,428.92
Deposit	05/16/2022	Front Street Irrigation 3/26 - 4/26/22	1010 · Pacific Prem...	-1,130.10	-29,559.02
Deposit	05/16/2022	Community Park Restrooms 3/26 - 4/26/22	1010 · Pacific Prem...	-371.55	-29,930.57
Deposit	05/17/2022	Water Rec	1010 · Pacific Prem...	-2,018.52	-31,949.09
Deposit	05/17/2022	Rate Assistance	1010 · Pacific Prem...	33.60	-31,915.49
Deposit	05/17/2022	Other 1	1010 · Pacific Prem...	0.00	-31,915.49
Deposit	05/17/2022	Other 2	1010 · Pacific Prem...	0.00	-31,915.49
Deposit	05/18/2022	Water Rec	1010 · Pacific Prem...	-18,253.80	-50,169.29
Deposit	05/18/2022	Rate Assistance	1010 · Pacific Prem...	90.41	-50,078.88
Deposit	05/18/2022	Other 1	1010 · Pacific Prem...	0.00	-50,078.88
Deposit	05/18/2022	Other 2	1010 · Pacific Prem...	0.00	-50,078.88
Deposit	05/23/2022	Water Rec	1010 · Pacific Prem...	-151.74	-50,230.62
Deposit	05/23/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-50,230.62
Deposit	05/23/2022	Other 1	1010 · Pacific Prem...	0.00	-50,230.62
Deposit	05/23/2022	Other 2	1010 · Pacific Prem...	0.00	-50,230.62
Deposit	05/24/2022	Water Rec	1010 · Pacific Prem...	-3,292.56	-53,523.18
Deposit	05/24/2022	Rate Assistance	1010 · Pacific Prem...	10.39	-53,512.79
Deposit	05/24/2022	Other 1	1010 · Pacific Prem...	0.00	-53,512.79
Deposit	05/24/2022	Other 2	1010 · Pacific Prem...	0.00	-53,512.79
Deposit	05/26/2022	Water Rec	1010 · Pacific Prem...	-807.90	-54,320.69
Deposit	05/26/2022	Rate Assistance	1010 · Pacific Prem...	0.00	-54,320.69
Deposit	05/26/2022	Other 1	1010 · Pacific Prem...	0.00	-54,320.69
Deposit	05/26/2022	Other 2	1010 · Pacific Prem...	0.00	-54,320.69
Deposit	05/31/2022	\$ 843.53 BALANCE ADJ CCs	1010 · Pacific Prem...	-421.77	-54,742.46
Deposit	05/31/2022	Water Rec	1010 · Pacific Prem...	-251.44	-54,993.90
Deposit	05/31/2022	Rate Assistance	1010 · Pacific Prem...	36.59	-54,957.31
Deposit	05/31/2022	Other 1	1010 · Pacific Prem...	0.00	-54,957.31
Deposit	05/31/2022	Other 2	1010 · Pacific Prem...	0.00	-54,957.31
Total Water				-54,957.31	-54,957.31
TOTAL				-174,498.16	-174,498.16

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

06/03/22

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	05/02/2022	EFT	GetStreamline.com / Di...	monthly ABCSD Streamline	6170 · Website	200.00	200.00
Check	05/02/2022		Staples		6143 · Supplies, Office	37.09	237.09
Check	05/02/2022		Staples		6143 · Supplies, Office	46.09	283.18
Check	05/03/2022	3219	Coastline Cleaning Co.	Office Maintenance Inv. 3049 (April 2022)	6542 · Maintenance	165.00	448.18
Check	05/03/2022	3219	Coastline Cleaning Co.	Exterior Clean Up of Leaves, Sand and De...	6542 · Maintenance	25.00	473.18
Check	05/03/2022	3221	Nikki Engle Bookkeeping	4/13/22 Inv. 3051 Bookkeeping	6102 · Accounting	480.00	953.18
Check	05/03/2022	3221	Nikki Engle Bookkeeping	4/27/22 Inv. 3064 Bookkeeping	6102 · Accounting	480.00	1,433.18
Check	05/03/2022	3222	Creative Technologies, I...	Inv. 7256 Run Date 4/13/22	6142 · Postage & Ship...	27.90	1,461.08
Check	05/03/2022	3223	Perez Gardening Service	Inv. 27618 4/15/22 Services in April 2022	6542 · Maintenance	92.25	1,553.33
Check	05/03/2022	3224	Price, Postel & Parma L...	File. 24425-00001 Inv. 194022 4/20/22 (G...	6135 · Legal	897.00	2,450.33
Check	05/04/2022	3225	Hagemann & Associates	Inv 1183- Mar 27 - April 9, 2022 Contract ...	6506 · Contract Labor ...	3,915.00	6,365.33
Check	05/04/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	15.87	6,381.20
Check	05/04/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	16.99	6,398.19
Check	05/05/2022		American Express Disc...	Amex	5110 · Amex	11.00	6,409.19
Check	05/06/2022		U.S. Postal Service		6142 · Postage & Ship...	13.80	6,422.99
Check	05/09/2022		InvoiceCloud	Invoice Cloud merchant fees	5140 · Invoice Cloud	399.06	6,822.05
Check	05/10/2022	EFT	Cal Tec Computers	computer repairs	6524 · Equip. Rep. & M...	40.00	6,862.05
Check	05/11/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	10.12	6,872.17
Check	05/11/2022		Amazon	ORDER # 114-1677491-8666611	5143 · Supplies, Office	19.29	6,891.46
Check	05/12/2022	3226	Hagemann & Associates	GM Contract Labor Inv: 1185 5/11/22 April...	6506 · Contract Labor ...	725.00	7,616.46
Check	05/12/2022	3227	Hagemann & Associates	GM Contract Labor Inv. 1184 5/9/22 April ...	6506 · Contract Labor ...	1,450.00	9,066.46
Check	05/13/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	8.14	9,074.60
Check	05/13/2022		Adobe.com		6120 · Dues & Subscri...	179.88	9,254.48
Check	05/16/2022	3229	McClatchy Company, LLC	Telegram Tribune Public Notices Inv. 1174...	6145 · Public Notices	74.55	9,329.03
Check	05/16/2022	3231	Nikki Engle Bookkeeping	5/11/22 Inv. 3073 Bookkeeping	6102 · Accounting	480.00	9,809.03
Check	05/17/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	2.00	9,811.03
Check	05/18/2022	EFT	Brezden Pest		6542 · Maintenance	65.00	9,876.03
Check	05/18/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	1.46	9,877.49
Check	05/18/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	1.58	9,879.07
Check	05/19/2022	3237	Fluid Resource Manage...	Fuel Surcharge F21751	6505 · Contract Labor ...	167.04	10,046.11
Check	05/20/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	4.01	10,050.12
Check	05/23/2022		Paymentech	merchant cc fees	5120 · Chase Payment...	69.88	10,120.00
Check	05/23/2022	EFT	PG&E	100 San Luis St.	6590 · Utilities	151.04	10,271.04
Check	05/25/2022	EFT	Spectrum	Acct #. 8245100980033571	6585 · Telephone / Int...	229.95	10,500.99
Check	05/27/2022		Zoom		6120 · Dues & Subscri...	2.88	10,503.87
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 4/16 - 4/30/22	2250 · PERS Liability	206.62	10,710.49
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 4/16 - 4/30/22	5256 · PERS Co Pd K...	22.85	10,733.34
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 5/1 - 5/15/22	2250 · PERS Liability	199.16	10,932.50
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 5/1 - 5/15/22	5256 · PERS Co Pd K...	35.78	10,968.28
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 5/16 - 5/31/22	2250 · PERS Liability	275.84	11,244.12

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

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Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	05/27/2022	EFT	Public Employees Retir...	Kristi 5/16 - 5/31/22	5256 · PERS Co Pd K...	41.60	11,285.72
Check	05/31/2022	3239	Creative Technologies, I...	Inv. 7311 Run Date 5/2/22	6142 · Postage & Ship...	165.60	11,451.32
Check	05/31/2022	3240	Perez Gardening Service	Inv. 27884 5/15/22 Services 4/15/22 - 5/15...	6542 · Maintenance	47.25	11,498.57
Check	05/31/2022	3241	Price, Postel & Parma L...	File. 24425-00001 Inv. 195350 5/18/22 (G...	6135 · Legal	230.00	11,728.57
Check	05/31/2022		Staples		6143 · Supplies, Office	134.90	11,863.47
Total General / Admin							
Lights							
Check	05/02/2022	EFT	PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	440.48	440.48
Check	05/02/2022	EFT	PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	114.76	555.24
Check	05/23/2022	EFT	PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	350.31	905.55
Total Lights							
Sanitary							
Check	05/02/2022	EFT	South County Sanitary ...	Acct. Number 4120-3104357 2 Yd Dumpster	6590 · Utilities	134.96	134.96
Check	05/02/2022	3214	Burt Industrial Supply, I...	3/24/2022 105222 Hoses and Clamps	6550 · Operating Sup...	627.94	762.90
Check	05/03/2022	3215	Brenntag Pacific, Inc.	BPI233665 4/7/22	6503 · Chemicals	1,593.61	2,356.51
Check	05/03/2022	3215	Brenntag Pacific, Inc.	BPI233666 4/14/22	6503 · Chemicals	1,943.40	4,299.91
Check	05/03/2022	3215	Brenntag Pacific, Inc.	BPI 236134 4/21/22	6503 · Chemicals	2,098.88	6,398.79
Check	05/03/2022	3216	Yeh & Associates, Inc	Final Design Services WWTP	8245d · WWTP Walla...	1,042.90	7,441.69
Check	05/03/2022	3217	Speed's, Inc.	Solids Handling 4/19/22 Inv. 6785S	6580 · Solids Handling	742.50	8,184.19
Check	05/03/2022	3217	Speed's, Inc.	Solids Handling 4/21/22 67599	6580 · Solids Handling	2,112.80	10,296.99
Check	05/03/2022	3218	Padre Associates, Inc.	Inv. 2022-718 4/11/22 Cultural Resource ...	8246d · WW Swr Ln ...	377.50	10,674.49
Check	05/03/2022	3220	Cannon	MBR WWTP Project # 211211 80008 4/13...	8245e · WWTP Const...	6,165.25	16,839.74
Check	05/04/2022	3225	Hagemann & Associates	Contract Labor Sanitation System	6507 · Contract Labor ...	2,320.00	19,159.74
Check	05/12/2022	3226	Hagemann & Associates	Contract Labor Sani System	6507 · Contract Labor ...	2,320.00	21,479.74
Check	05/12/2022	3227	Hagemann & Associates	Contract Labor Sanitary System	6507 · Contract Labor ...	3,190.00	24,669.74
Check	05/16/2022	3228	Padre Associates, Inc.	Inv. 2022-897 5/6/22 Cultural Resource M...	8246d · WW Swr Ln ...	820.61	25,490.35
Check	05/16/2022	3230	Wallace Group, Inc.	Inv. 55977 5/9/22	6525 · Fat Oil & Greas...	165.00	25,655.35
Check	05/16/2022	3232	Brenntag Pacific, Inc.	Inv. BPI237419 4/28/22	6503 · Chemicals	1,843.29	27,498.64
Check	05/16/2022	3233	Abalone Coast Analytic...	Statement 5/03/22 Statement # 5783	6540 · Lab Tests	7,627.00	35,125.64
Check	05/17/2022	EFT	AT&T	acct # 287272916182 tablet 805 234-1720	6585 · Telephone / Int...	23.50	35,149.14
Check	05/19/2022	3234	Brenntag Pacific, Inc.	Inv. BPI239727 5/5/22	6503 · Chemicals	1,802.99	36,952.13
Check	05/19/2022	3236	Padre Associates, Inc.	Inv. 2022-998 5/16/22 Cultural Resource ...	8245e · WWTP Const...	5,954.14	42,906.27
Check	05/19/2022	3237	Fluid Resource Manage...	April 2022 Ops. Sanitary Inv. F21751	6505 · Contract Labor ...	15,812.83	58,719.10
Check	05/19/2022	3237	Fluid Resource Manage...	A21721 Chemicals/ Supplies for WWTP	6550 · Operating Sup...	418.60	59,137.70
Check	05/19/2022	3237	Fluid Resource Manage...	A21722 Pump Tubes & Meeting with Vend...	6522 · Equip. Rep. & ...	474.65	59,612.35
Check	05/19/2022	3237	Fluid Resource Manage...	W21520 Tank High Level Alarm	6522 · Equip. Rep. & ...	5,468.44	65,080.79
Check	05/19/2022	3237	Fluid Resource Manage...	W21600 Plug Check Valve Repair 2/21/22	6522 · Equip. Rep. & ...	1,593.94	66,674.73
Check	05/19/2022	EFT	AT&T	acct # x 0885 Internet	6585 · Telephone / Int...	58.85	66,733.58

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

06/03/22

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	05/23/2022	EFT	PG&E	Lift Station acct# 63384322238-2	6590 · Utilities	134.07	66,867.65
Check	05/23/2022	EFT	PG&E	3rd & San Fran St. pump	6590 · Utilities	2,596.88	69,464.53
Check	05/31/2022	3238	Brenntag Pacific, Inc.	Inv. BPI241987 5/12/22	6503 · Chemicals	1,810.61	71,275.14
Check	05/31/2022	3238	Brenntag Pacific, Inc.	Inv. BPI242901 5/19/22	6503 · Chemicals	1,752.98	73,028.12
Check	05/31/2022	3242	Cannon	MBR WWTP Project # 211211 Invoice: 80...	8245g · WWTP Cann...	13,948.00	86,976.12
Total Sanitary						86,976.12	86,976.12
Solid Waste							
Check	05/03/2022	3224	Price, Postel & Parma L...	(Solid Waste)	6135 · Legal	966.00	966.00
Total Solid Waste						966.00	966.00
Water							
Check	05/03/2022	3224	Price, Postel & Parma L...	(Water)	6135 · Legal	161.00	161.00
Check	05/04/2022	3225	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	1,740.00	1,901.00
Check	05/12/2022	3226	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	870.00	2,771.00
Check	05/12/2022	3227	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	1,595.00	4,366.00
Check	05/19/2022	3235	SLO Co Health	Cross Connection Inv. IN0138009 5/9/22	6555 · Permits & Fees	81.90	4,447.90
Check	05/19/2022	3237	Fluid Resource Manage...	April 2022 Ops. Water Inv. F21751	6505 · Contract Labor ...	5,295.07	9,742.97
Check	05/19/2022	3237	Fluid Resource Manage...	W21505 Tank Repair	6520 · Equipment Rep...	1,339.36	11,082.33
Check	05/19/2022	3237	Fluid Resource Manage...	W21614 Alarm Call Out 2/21/22	6520 · Equipment Rep...	468.30	11,550.63
Check	05/23/2022	EFT	PG&E	1717 Cave Landing Rd.	6590 · Utilities	204.13	11,754.76
Check	05/31/2022	3241	Price, Postel & Parma L...	Water Conservation Supply	6135 · Legal	2,806.00	14,560.76
Total Water						14,560.76	14,560.76
TOTAL						115,271.90	115,271.90



FLUID RESOURCE MANAGEMENT

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

Statement

Date
6/2/22

Phone # 805.597.7100 Fax # 805.597.7171

California Certified Small Business #1120142

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


		Amount Due	Amount Enc.		
		\$29,640.12			
Date	Transaction	Amount	Balance		
05/31/22	348F11001 Monthly OPS/Maint- INV #F21893. Orig. Amount \$21,295.82.	21,295.82	21,295.82		
04/30/22	348F11001 Monthly OPS/Maint:348FW11001 Water:348AW17001 Add Services water- INV #A21834. Orig. Amount \$30.89.	30.89	21,326.71		
05/19/22	348TWW21001 Plant Expansion Coordination- INV #T21843. Orig. Amount \$1,068.72.	1,068.72	22,395.43		
05/20/22	W21594 SCADA Computer Issues- INV #W21594. Orig. Amount \$1,663.16.	1,663.16	24,058.59		
05/23/22	W21728 Replace hydrant and sample- INV #W21728. Orig. Amount \$4,625.73.	4,625.73	28,684.32		
05/26/22	W21756 Callout - High Level Alarm- INV #W21756. Orig. Amount \$532.29.	532.29	29,216.61		
05/27/22	W21776 Callout - Leak diagnosis on Syc.- INV #W21776. Orig. Amount \$423.51.	423.51	29,640.12		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
29,609.23	30.89	0.00	0.00	0.00	\$29,640.12

**AVILA BEACH
COMMUNITY SERVICES DISTRICT**

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: June 14, 2022

SUBJECT: General Manager/District Engineer Report

Zone 3 Technical Advisory Committee

The Zone 3 Technical Advisory Committee is scheduled to meet on June 8th, 2022. The agenda notice and portions of the agenda packet for the June 8th meeting is included as an attachment to the staff report. The full agenda packet is 116 pages. I have included the routine agenda items, but I only included the cover page and table of contents of the Arroyo Grande Sub-basin Study and the Executive Summary of the 2021 – 2022 Cloud Seeding Program Report. If you are interested in the either or both of the complete Studies, let Kristi or I know and we will email you a copy. As of this writing, the reservoir is at 27.4% of capacity with 13,550 AF in storage. That is about two years' worth of water supply if we don't receive any significant rainfall. The major issues for the TAC and the Zone 3 Advisory Committee continue to be completing the Lopez Contract changes and refinancing the 2011 Revenue Bonds. The latest version of the Zone 3 Contract was circulated to the agencies on May 31, 2022, and has been approved by most of the agency technical and legal staff and SLO County legal staff.

Wastewater Treatment Plant Project Status Report

The WWTP improvement project is in full construction mode. The contractor poured and finished 140 cubic yards of concrete on Tuesday, May 31st. The concrete crew started at 4:00 AM and finished up around 2 PM. I have included a couple pages from the Daily Work report at an attachment to this staff report. This week (week of June 6th) the Contractors are pouring the concrete retaining walls, pulling the forms and getting started on installing the new underground pipes that will connect the primary clarifier to the MBR unit. We continue to conduct work progress meetings at least every two weeks and will have them more frequently as we start installing the new piping systems. Please let me if any of the Directors are interested in visiting the construction site.

WWTP NPDES Permit Renewal Application

With the assistance of Fluid Resource Management Compliance staff, on June 3, 2022, we submitted the WWTP NPDES Permit renewal application. The existing discharge permit technically expires in the Fall of 2022. However, by submitting a timely permit renewal application, the existing permit will remain in full force and effect until the Regional Water Quality Control Board prepares and adopts an updated discharge Permit. With the staffing shortages at the Water Board, I don't anticipate they will be able to prepare an updated draft permit until mid-2023.

FY 21/22 Initial Financial Auditors Field Work

The District's Financial Auditors, Fedak and Brown, are scheduled to conduct their initial FY 21/22 auditing field work on June 22 and 23. Kristi and our contract accounting assistant are preparing a response to their initial request for documents and we will all be available to assist the auditors when they are in the office June 22 and 23.

**ZONE 3
TECHNICAL ADVISORY COMMITTEE
Wednesday June 8, 2022
9:00 - 11:00 am**

Agenda

Phone line: +1 (646) 749-3122

Access Code: 617-462-197

OR

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

1. Announcements	All
2. General Operations and Water Report <ul style="list-style-type: none">• Summary Notes – May• Monthly Operations Report – May• Lopez Storage Projections – May	David
3. Current Reservoir Conditions	Kyle (Verbal)
4. Cal Fire Vegetation Management Program	David
5. AG GSP Data and Investigation Report	David
6. Cloud Seeding Report for 2021/2022	David
7. Capital Projects Update	David
8. Future Agenda items? <ul style="list-style-type: none">• Project Updates• HCP/Instream Studies• Zone 3 Boundary Change	All

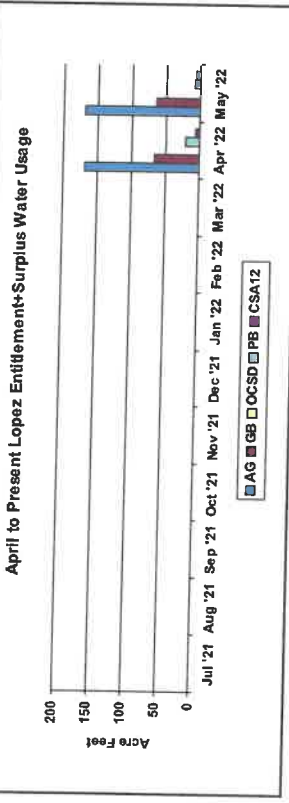
Attachments:

- A. Summary Notes - May
- B. Lopez Monthly Operations Report – May
- C. Lopez Storage Projections Chart – May
- D. Habitat Survey Tech Memo by Stillwater
- E. Capital Projects Update

Next Meeting Date: July 13, 2022

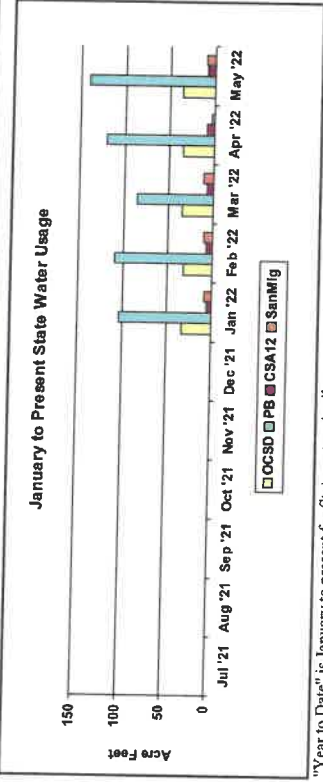
San Luis Obispo County Flood Control and Water District Zone 3 - Lopez Project - Monthly Operations Report May, 2022

Contractor	Lopez Water Deliveries										State Water Deliveries										
	This Month					April to Present					This Month					January to Present					
	Entl.	Surplus Water Declared	Surplus Requested	Total Available Water	Entitlement %	Usage %	Surplus %	Usage %	Total %	Usage %	Annual Request	% of Annual Request	SWP Deliveries	Change in Storage	Usage	% of Annual Request	SWP Deliveries	Total Water Deliveries This Month			
Arroyo Grande	2061	742.10	742.10	2803	167.96	8.1%	0.00	0.0%	336.71	16.3%	0.00	0.0%	336.71	12.0%	750	36.73	4.9%	172.40	23.0%	36.73	
Oceano CSD	272.7	102.50	102.50	375	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	0.00	0.0%	1240	140.00	11.3%	558.91	45.1%	64.9	
Grover Beach	720	204.20	204.20	924	64.90	9.0%	0.00	0.0%	131.69	18.3%	0.00	0.0%	131.69	14.2%	96	8.50	8.9%	36.83	38.4%	147.49	
Pismo Beach	802.8	300.80	300.80	1104	7.49	0.9%	0.00	0.0%	28.47	3.5%	0.00	0.0%	28.47	2.6%	120	9.27	7.7%	40.65	33.9%	14.73	
CSA 12	220.5	82.40	82.40	303	6.23	2.8%	0.00	0.0%	12.57	5.7%	0.00	0.0%	12.57	4.1%	2206	194.50	8.8%	808.79	36.7%	9.27	
San Miguelito																					
Total	4077	1432.00	1432.00	5509	246.58	6.0%	0.00	0.0%	509.44	12.5%	0.00	0.0%	509.44	9.2%	2206	194.50	8.8%	251	56.50	251	868.00
																					719.03



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

Lopez Dam Operations	This Month	Year to Date
Lake Elevation (full at 522.37 feet)	465.17	-57.20
Storage (full at 49200 acre feet)	13579	27.6%
Rainfall	0	12.51
Downstream Release (4200 acre feet/year)	184.44	363.97
Spillage (acre feet)	0	0.00

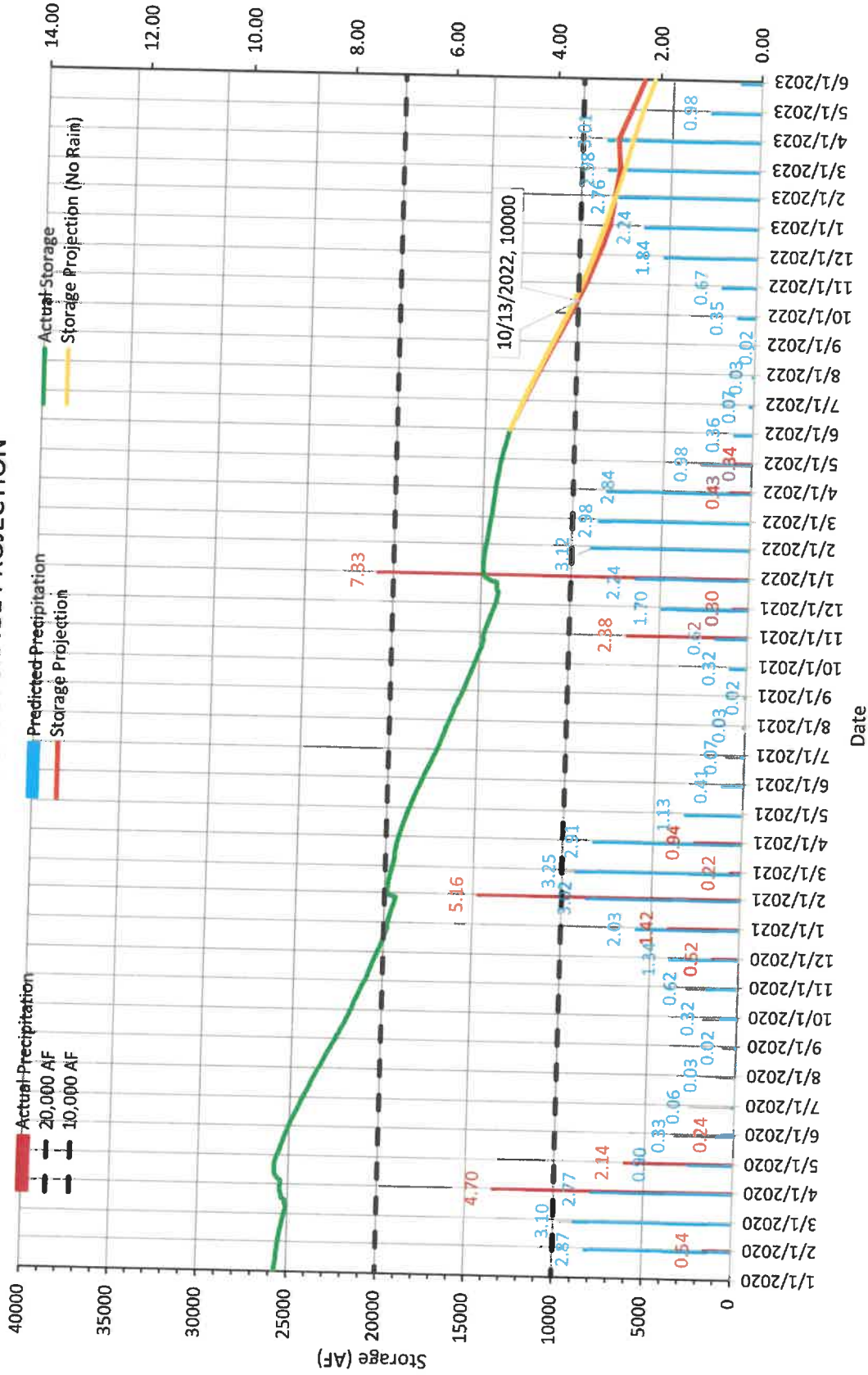


"Year to Date" is January to present for State water, April to present for Lopez deliveries, and July to present for rainfall.

Comments:

- 1) Oceano supplied water to Canyon Crest via Arroyo Grande's Edna turn out. A total of 2.22 AF delivered to Canyon Crest was added to Oceano's water usage this month and 2.22 AF was subtracted from Arroyo Grande's usage this month.
- 2) Lopez Water Deliveries are now operated under the Low Reservoir Response Plan (LRRP). In August 2021 TAC requested a 10% entitlement reduction (retroactive to April 2021) in anticipation of reaching the 15,000 AF trigger of the LRRP. Entitlements shown represent a 10% reduction.
- 3) Surplus water shown is actually "Carry Over" water as designated in the LRRP.
- 4) On April 2022, the County presented the Stored State Water minus evaporation losses dating back to the January 1, 2015 water recharacterization. On December 31, 2021 the calculated Stored State Water minus evaporation losses was 659.82 AF. Evaporation losses will be presented annually.

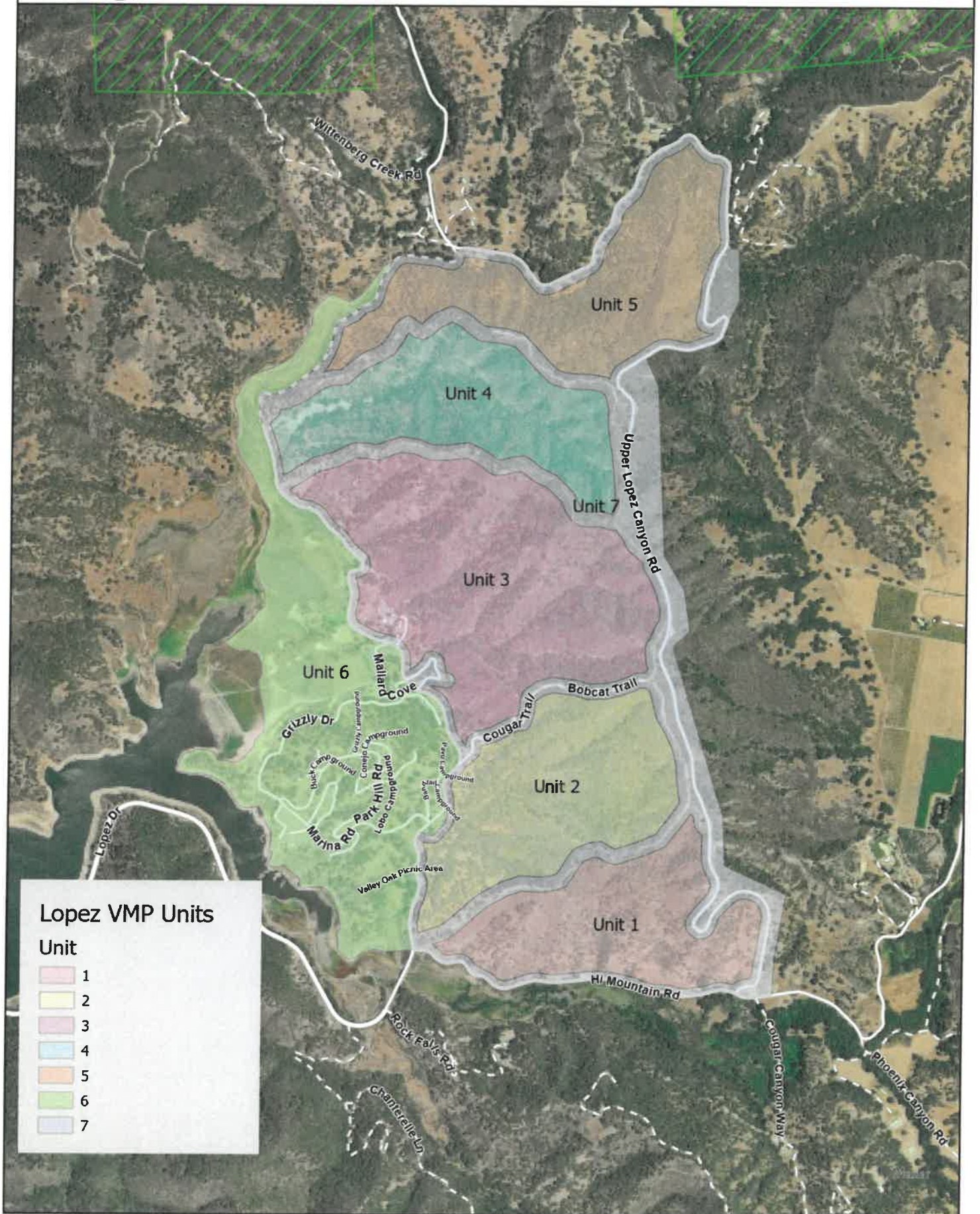
LOPEZ RESERVOIR STORAGE PROJECTION



1. Storage projection is based on predicted rainfall from longrangeweather.com, inflow based on predicted rainfall, 20-21 downstream release requests, and municipal usage.
2. Municipal Usage is based on Jan 2010- Dec 2020 average monthly deliveries.
3. Predicted inflow is based off of historical precipitation and storage data. Antecedent moisture conditions are factored into the model. The first rainstorms after months without rain will cause less inflow than rainstorms during the rainy season. If the average daily rainfall for the previous three months is below 1 inch the model will multiply the predicted inflow by 0.1, if the average is above 1 inch the inflow is multiplied by 1.25.



Lopez VMP



ARROYO GRANDE CREEK INTERGRATED MODEL
FIELD DATA COLLECTION AND INVESTIGATION

ARROYO GRANDE GROUNDWATER SUBBASIN
SAN LUIS OBISPO COUNTY
CALIFORNIA

Prepared for

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

OCTOBER 2021

CLEATH-HARRIS GEOLOGISTS, INC.
75 Zaca Lane, Suite 110
San Luis Obispo, California 93401

in association with

GSI WATER SOLUTIONS, INC.
5855 Capistrano Avenue, Suite C
Atascadero, California 93422





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APPENDIX – Streamflow Measurements with EC Data.

Annual Cloud Seeding Report

Lake Lopez Watershed
2021-2022 Winter Season

Prepared For:

County of San Luis Obispo,
Department of Public Works

Prepared By:

David Yorty
Garrett Cammans

North American Weather Consultants, Inc.

8180 S. Highland Dr., Suite B-2

Sandy, Utah 84093

May 2022



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EXECUTIVE SUMMARY

For the 2021-2022 winter season, cloud seeding operations were conducted to enhance precipitation in the Lopez Lake drainage in San Luis Obispo County. A ground-based seeding location (Arroyo Grande) was utilized for specifically for this area. Seeding was also conducted from other sites when conditions were favorable, including Mt. Lospe and Berros Peak. The formal operational period began December 1, 2021 and ended April 15, 2022. An extension of the program was offered by NAWC in order to seed a storm that was forecasted to impact the watershed on April 21st. This extension was offered at no additional fixed cost, NAWC only requested the reimbursement of flares used for this storm.

The cloud seeding equipment used in this program is of a proprietary design and uses high output cloud seeding flares. The equipment is designed to be operated remotely via cellular link. This equipment was designed specifically for cloud seeding operations on the California coastline, where storms are characterized by high values of super cooled liquid water. Operations for the project were directed by David Yorty, a NAWC meteorologists, who is a certified weather modification manager by the Weather Modification Association (WMA). Coordination of all seeding activities was maintained with Mr. David Spiegel with the County of San Luis Obispo Department of Public Works.

As with the prior season. The ENSO (El Niño-Southern Oscillation) phase was classified as a La Nina again during the 2021-2022 winter season. Precipitation in San Luis Obispo County and around the rest of the Central Coast was again well below normal for the season. Rainfall from the beginning of the water year (September 1, 2021) through April 2022 is summarized in Table E-1.

Table E-1
2021-2022 Monthly Precipitation (Inches)
For Locations near the Lopez Lake Target Area

Location	December	January	February	March	April	December – April Total	Percent of Normal (April 30)
Arroyo Grande Creek	6.37	0.10	0.06	0.84	0.47	7.84	56%
Davis Peak	9.81	0.08	0.19	1.58	0.67	12.33	80%
Lopez Dam	8.45	0.04	0.00	0.86	0.47	9.82	65%
Salinas Dam	9.29	0.12	0.00	1.10	0.48	10.99	63%
Santa Margarita	7.49	0	0.04	1.19	0.59	9.42	50%
SLO Reservoir	9.86	0	0.00	0.86	0.51	11.31	56%
Upper Lopez	10.51	0.04	0.00	0.55	0.55	11.65	65%

Climate Overview

As reported last year, every ten years, the National Oceanic and Atmospheric Association (NOAA) releases a summary of various U.S. weather conditions for the past three decades to determine average values for a variety of conditions, including, temperature and precipitation. This is known as the U.S. Climate normal, with a 30-year average, representing the “new normal” for our climate. These 30-year normal values can help to determine a departure from historic norms and identify current weather trends.

The recently released 30-year average ranges from 1990 – 2020. Images in Figures E1 and E2 show how each 30-year average for the past 120 years compares to the composite 20th century average for temperature and precipitation.

For the western U.S., the 1990-2020 average shows much warmer than average temperatures, in comparison to the 100-year 20th century average. When comparing precipitation for the past 30 years to both the previous 30-year average and the 1901-2000 average, the American Southwest (including portions of Utah, Arizona, California and Nevada) has seen as much as a 10% decrease in average annual precipitation.

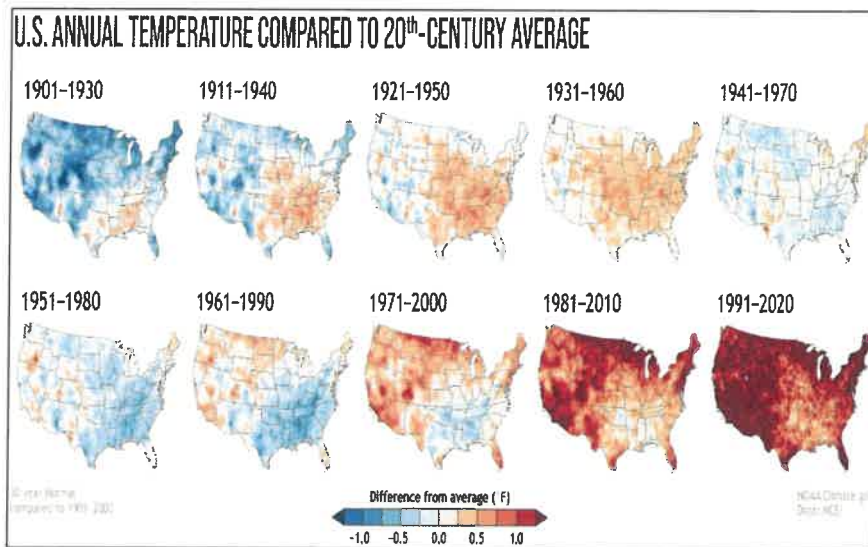


Figure E1

U.S. Annual Temperature compared to 20th-Century Average

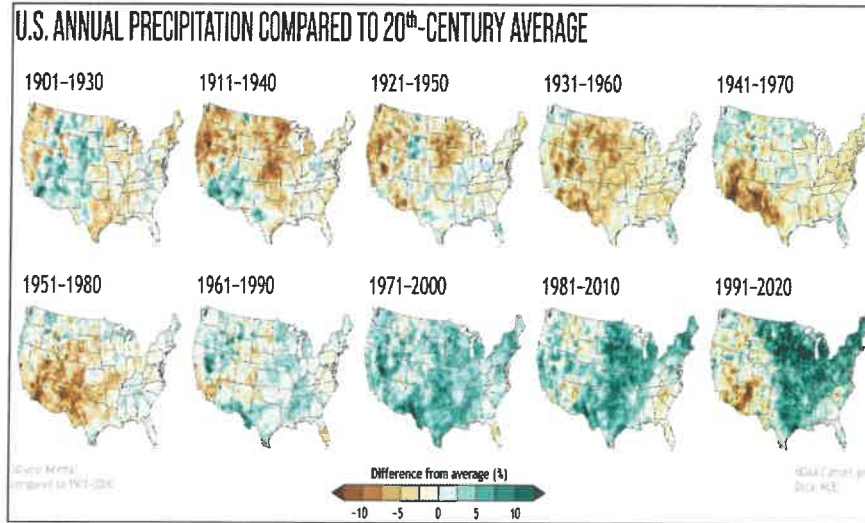


Figure E2

U.S. Annual Precipitation compared to 20th-Century Average

The 2022 water year was no exception to the general drying trend experienced over the past 30 years. Severe drought conditions engulfed the southwestern region of the United States. Reservoir storage for the California Region was only 50% of average at the end of April. Similar reservoir shortages are currently impacting Nevada, Utah, Arizona, New Mexico, Oklahoma and Texas after the uncharacteristically dry winter season. Figure E-3 shows reservoir conditions by US region, as recorded by the USDA.



Figure E3 Regional reservoir storage as of April 30th 2022

Cloud Seeding Overview

Seeding opportunities occurred on 7 days during the 2021-2022 operational season. Five of these were in December, with one additional seeded event in March. A total of 41 flares were successfully burned to target the Lopez Lake watershed, releasing an estimated 656 grams of AgI. Unfortunately, no seeding opportunities occurred during January or February. There were no seeding suspensions during the season.

Based on NAWC’s evaluations of nearby programs with longer history in San Luis Obispo and Santa Barbara Counties, ground-based seeding is significantly more efficient than aerial seeding. It is NAWC’s recommendation that the Agency continue the ground-only operational cloud seeding project with the current NAWC design. This design can and should be modified as needed for specific winter seasons and to account for any changes to climatic conditions, or special circumstances such as burn areas.



CANNON CONSTRUCTION MANAGEMENT DIVISION

Avila Beach CSD
WWTP Improvement Project

Cannon No. 211211

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

CEM-4601 (Mod. 6/2011)

Report No: 12	Date: 5/31/2022	M	I	W	T	F	S	Su (Select Day)
Shift Hours: 10	Temperature							
Start: 4:30AM	Stop: 3:00PM	Min: 54	Max: 70					

BI #10 - Concrete Equipment Pads

Weimann placed and finished the structural concrete for the MBR and EQ tank pads. Concrete pumping was provided by Jordan Concrete Pumping (boom pump + operator). Mark with Earth Systems was onsite for concrete testing and took two sets of cylinders (one for the MBR pad and one for the EQ pad). The first ready-mix truck arrived at approximately 4:45AM and concrete placement began at approximately 5:00AM.

Finishing requirements were reviewed and determined that both the specifications and plans were vague in their requirements. Bryan with Wallace Group confirmed that a light boom finish was appropriate for both the MBR and EQ tank pads. Keyways between the slab and wall, as required by plan, were wet set with a chamfered 2x4 template.

Spec Chem E-cure was utilized per Weimann's submittal as the chemical curing compound. Manufacture date of the curing compound was confirmed as less than two years from today's date (01/20/2021).



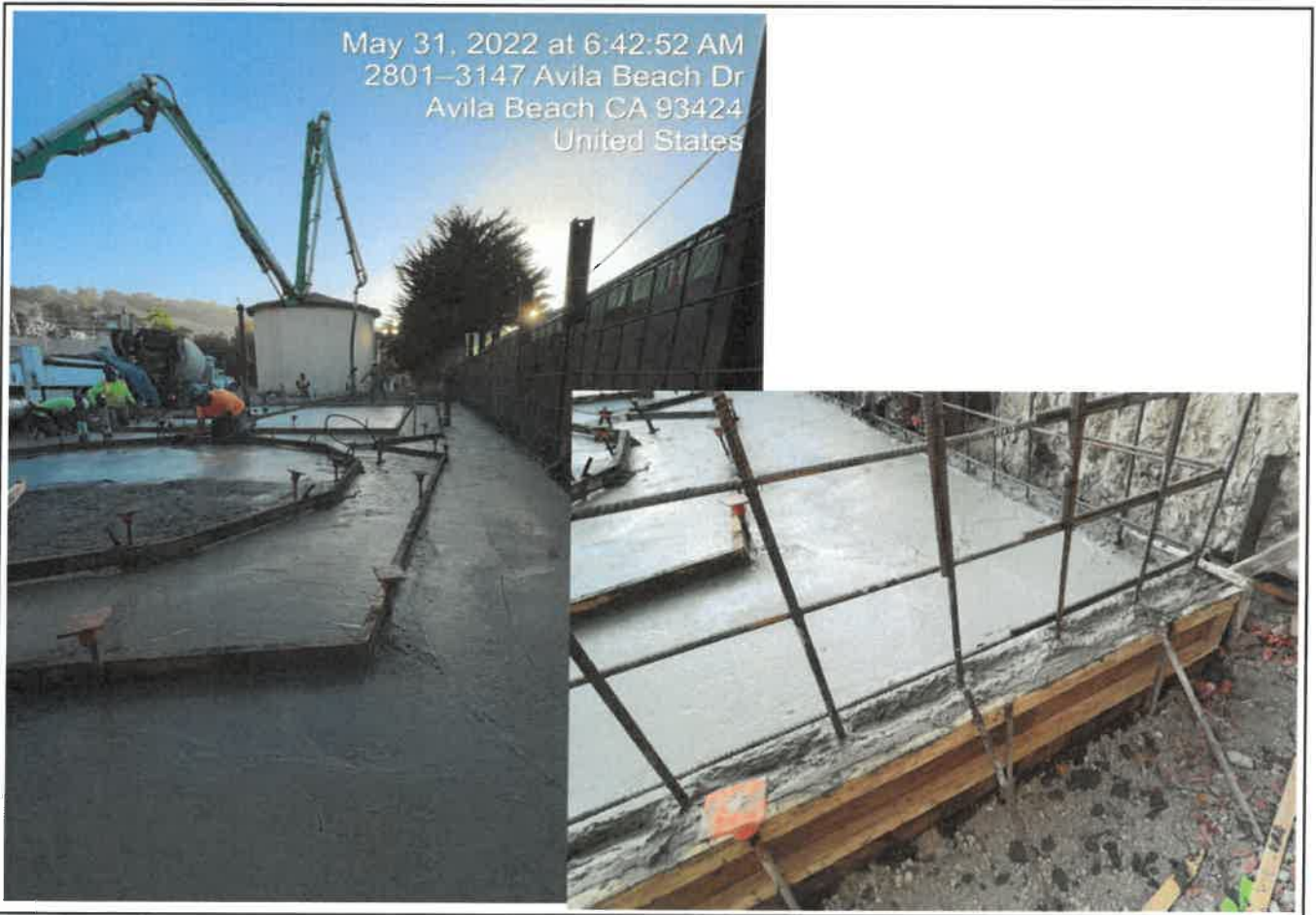
SIGNATURE	TITLE
Matt Scholfield	Resident Engineer

THE RELENTLESS PURSUIT OF THE ELEGANT SOLUTION

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

CEM-4601 (Mod. 6/2011)

Report No: 12	Date: 5/31/2022	M	I	W	T	F	S	Su (Select Day)
Shift Hours: 10	Temperature							
Start: 4:30AM	Stop: 3:00PM	Min: 54	Max: 70					



SIGNATURE	TITLE
Matt Scholfield	Resident Engineer



June 6, 2022

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

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

WASTEWATER TREATMENT PLANT

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

Staff responded to an emergency call-out caused by an electrical problem with the FFR pumps; staff repaired the issue and restored pumps to normal operations. The FFR pumps are essential to maintain consistent forward flow within the wastewater treatment plant.

WATER SYSTEM

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

COMPLIANCE RECORD AND PLANT PERFORMANCE

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

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

During the month of May 2022, effluent sample results were in compliance with permit limits, with the exception of effluent BOD. The effluent BOD monthly average was 40.1 mg/L. Staff is working on adjusting chemical usage within the plant to determine potential impacts to BOD levels.

Sincerely,
FLUID RESOURCE MANAGEMENT

ATTACHMENTS

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



Avila Beach CSD Wastewater Treatment Facility

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

Month: **MAY 2022**

Date	Daily Flow (MGD)			Effluent Monitoring		
	Total	Max (gpm)	Avg (gpm)	Biweekly Total Coliform	Biweekly Fecal Coliform	Daily Chlorine Residual
1	0.056967	85	40			<0.02
2	0.038290	80	27			<0.02
3	0.034343	74	24	<2	<2	<0.02
4	0.037476	71	26			<0.02
5	0.037771	72	26	<2	<2	<0.02
6	0.046647	91	32			<0.02
7	0.054657	86	38			<0.02
8	0.044906	84	31			<0.02
9	0.037009	74	26			<0.02
10	0.034362	74	24	49	<2	<0.02
11	0.037199	58	26			<0.02
12	0.037281	67	29	<2	<2	<0.02
13	0.044573	80	32			<0.02
14	0.057447	88	40			<0.02
15	0.057074	93	40			<0.02
16	0.040377	87	28			<0.02
17	0.034735	68	24	<2	<2	<0.02
18	0.035372	56	25			<0.02
19	0.037543	87	26	<2	<2	<0.02
20	0.042981	55	30			<0.02
21	0.056757	128	40			<0.02
22	0.054674	94	38			<0.02
23	0.038544	62	27			<0.02
24	0.035698	62	25	<2	<2	<0.02
25	0.036241	56	25			<0.02
26	0.037101	65	26	<2	<2	<0.02
27	0.045602	99	32			<0.02
28	0.064651	109	45			<0.02
29	0.072071	99	50			<0.02
30	0.063600	131	42			<0.02
31	0.039514	57	28	<2	<2	<0.02
Min	0.034343	55	24	<2	<2	<0.02
Mean	0.044886	80	31	5.4	<2	<0.02
Max	0.072071	131	50	49	<2	<0.02
Total	1.391463	<i>Effluent daily (dry weather) flow NTE 0.2 MGD (mean).</i>				

Influent Brine Received

Date	Volume (Gallons)
	N/A

Sludge Removal

Date	Gallons
5/19/22	4,500

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.

Effluent and Influent Monitoring

Date	Biweekly Effluent BOD (24 HC)	Biweekly Effluent TSS (24 HC)	Biweekly Influent BOD (24 HC)	Biweekly Influent TSS (24 HC)	Monthly Effluent Oil & Grease (Grab)
5/1/22	44	21	407	374	
5/4/22	44	15	---	---	
5/5/22	37	11	417	338	<5.0
5/6/22	27	10	---	---	
5/8/22	38	20	398	429	
5/11/22	36	19	---	---	
5/12/22	39	18	411	274	
5/13/22	45	10	---	---	
5/15/22	44	29	405	373	
5/18/22	42	18	---	---	
5/19/22	79	15	630	164	
5/20/22	34	10	---	---	
5/22/22	37	24	429	280	
5/25/22	34	18	---	---	
5/26/22	41	21	288	80	
5/27/22	28	19	---	---	
5/29/22	33		397		
Min	27	10	288	80	<5.0
Mean	40.1	17.4	408	289	<5.0
Max	79	29	630	429	<5.0
BOD Removal: 90.2%			TSS Removal: 94.0%		

Effluent Monitoring

Date	Weekly Set. Solids (Grab)	Weekly Turbidity (Grab)	Weekly pH (Grab)	Weekly Temp °F (Grab)
5/5/22	<0.1	11.5	6.4	66
5/12/22	<0.1	20.3	6.4	67
5/19/22	<0.1	20.1	6.3	67
5/26/22	<0.1	22.8	7.2	69
Min	<0.1	11.5	6.3	66
Mean	<0.1	18.7	6.6	67
Max	<0.1	22.8	7.2	69

Effluent Limits

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

SIGNATURE: _____

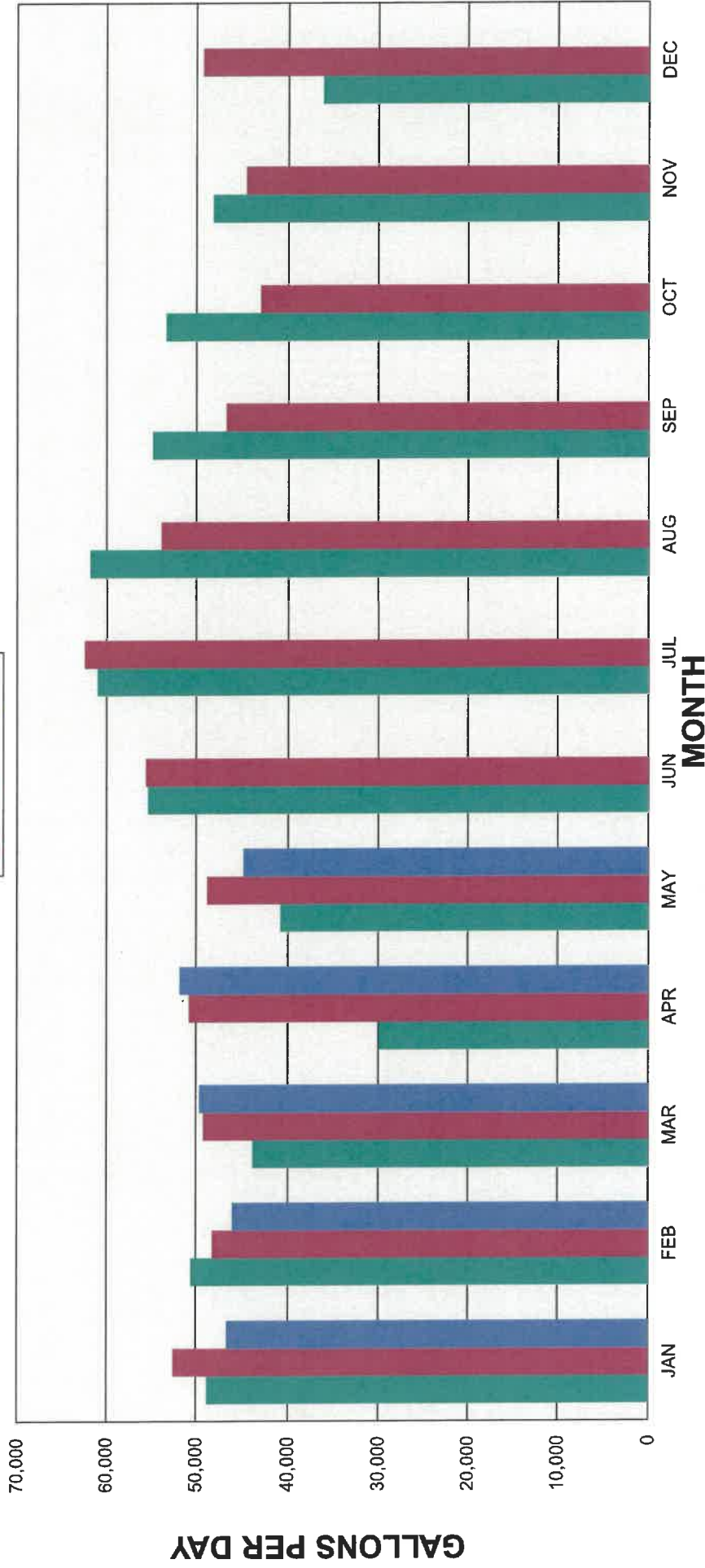
DATE: _____

PRINTED NAME: _____

TITLE: _____

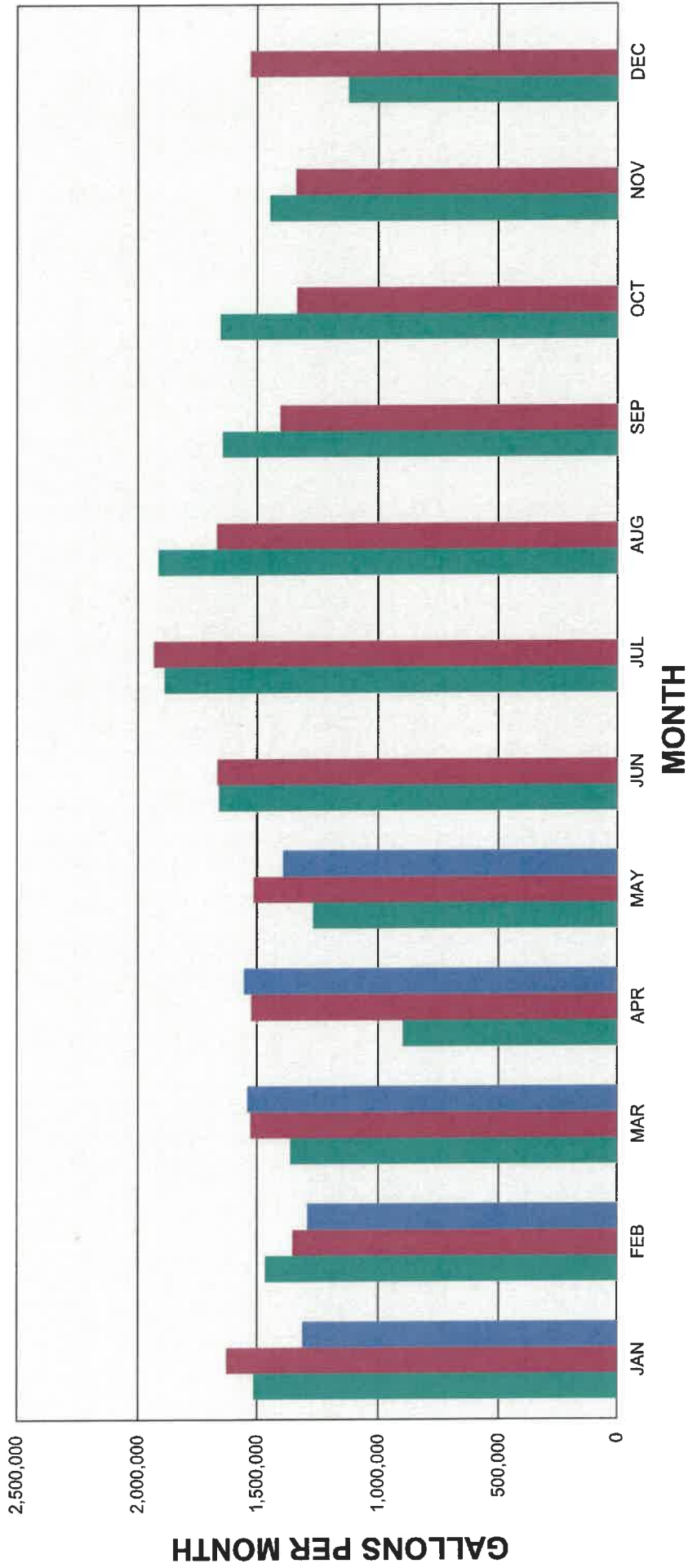
ABCSD AVERAGE DAILY WWTP EFFLUENT FLOW (2020 - 2022)

■ 2020 ■ 2021 ■ 2022

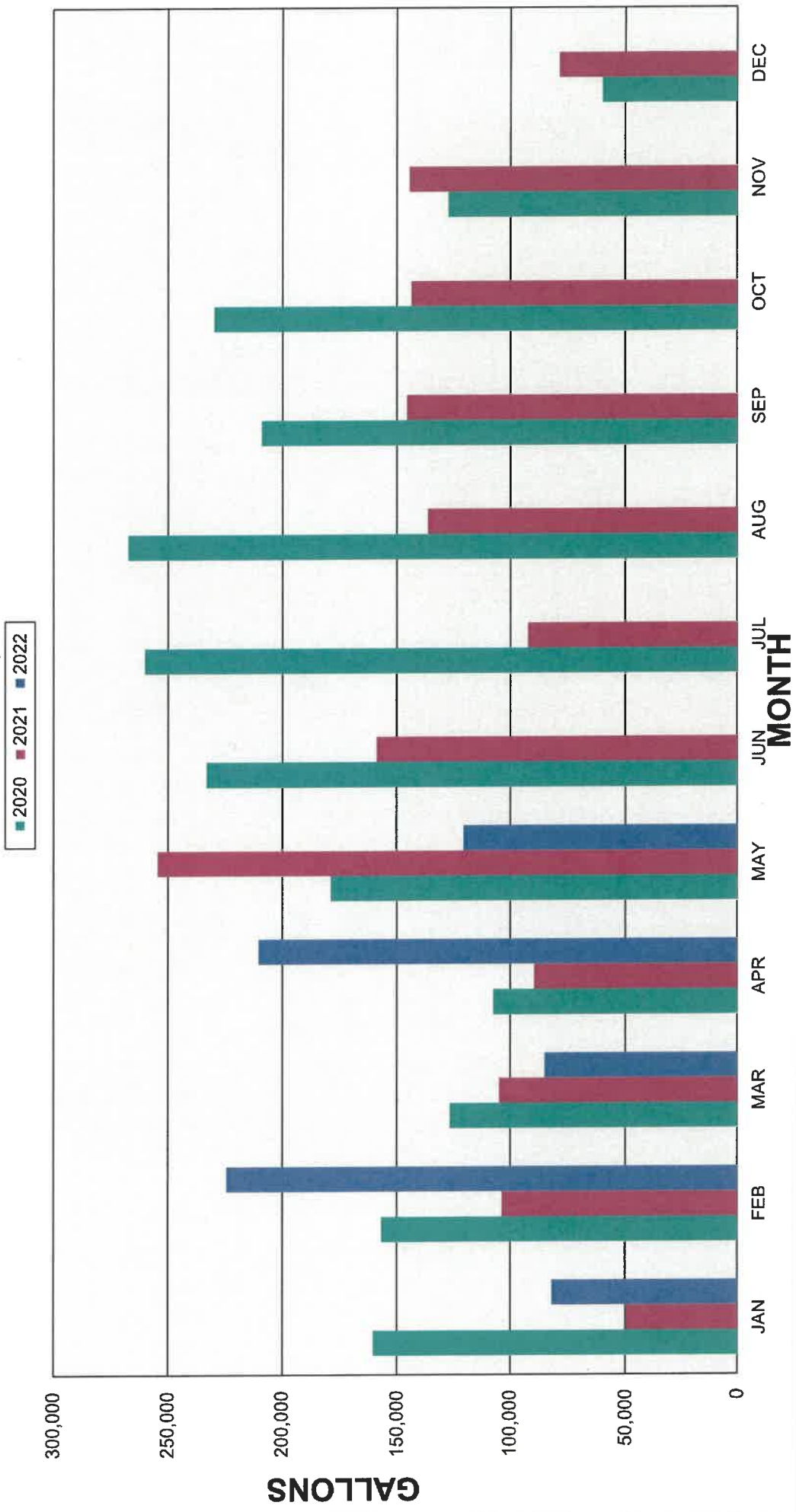


ABCSD MONTHLY TOTAL WWTP EFFLUENT FLOW (2020 - 2022)

■ 2020 ■ 2021 ■ 2022

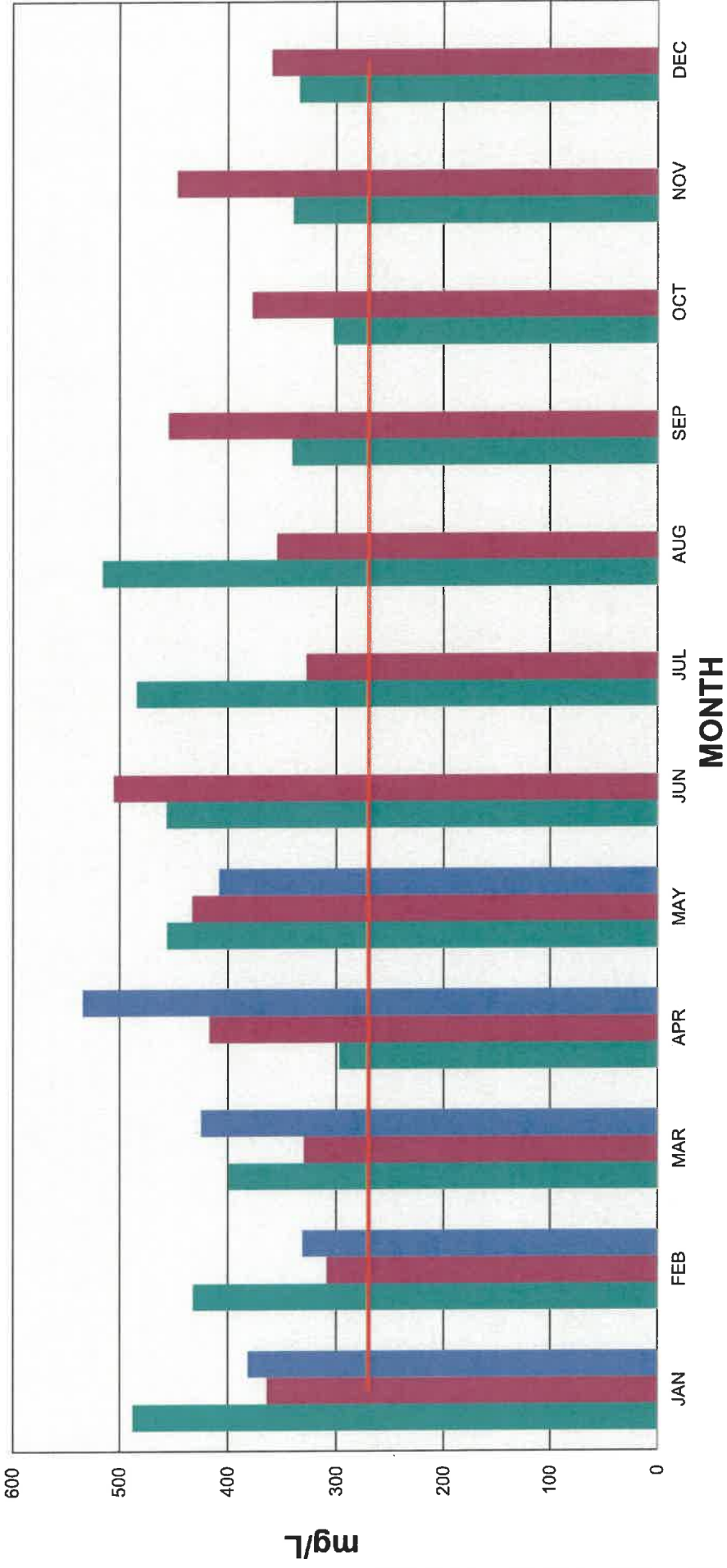


PORT SAN LUIS MONTHLY TOTAL FLOW (2020 - 2022)



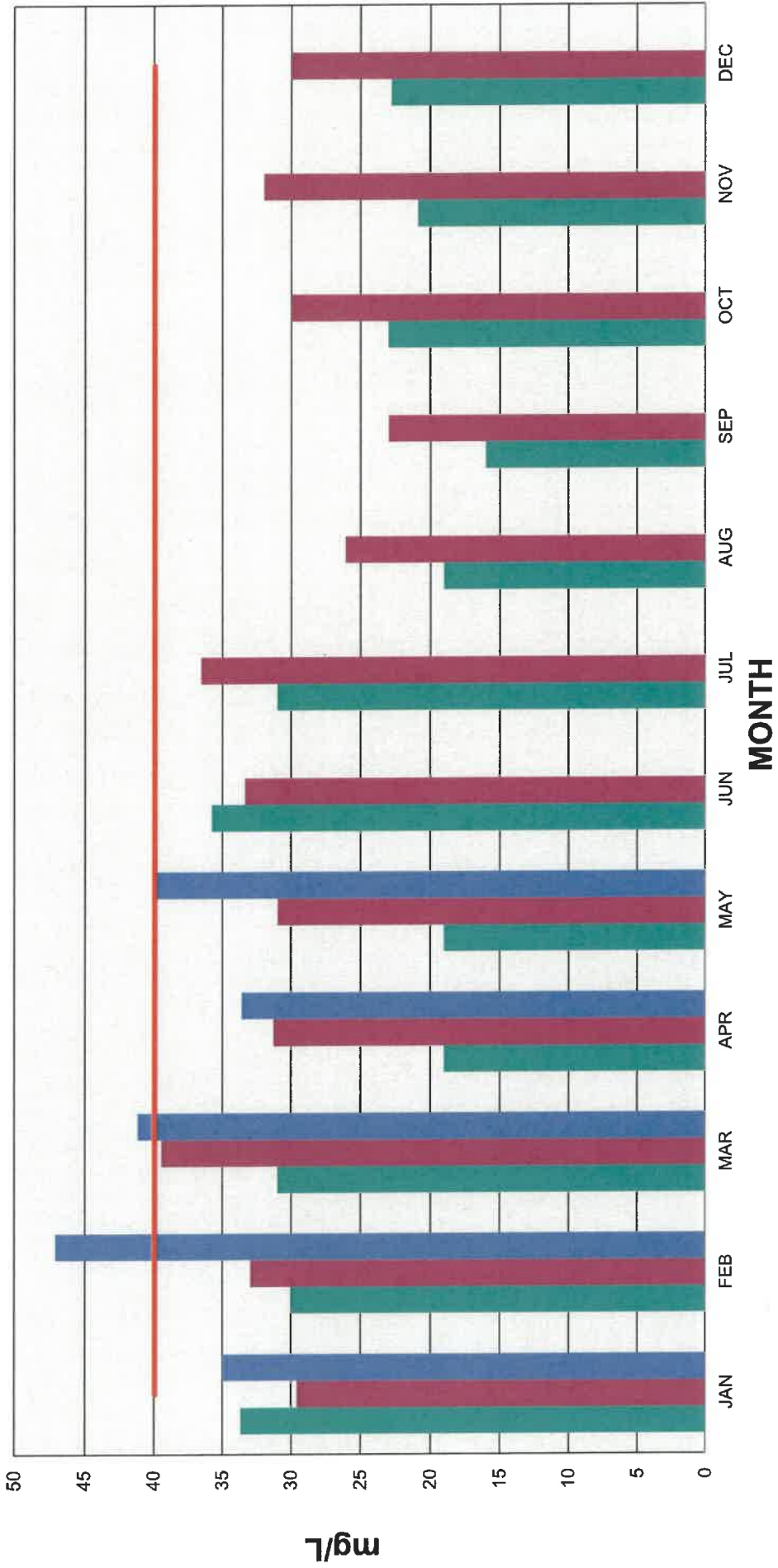
ABCSD MONTHLY AVERAGE INFLUENT BOD (2020 - 2022)

■ 2020
 ■ 2021
 ■ 2022
 — WWTP Design

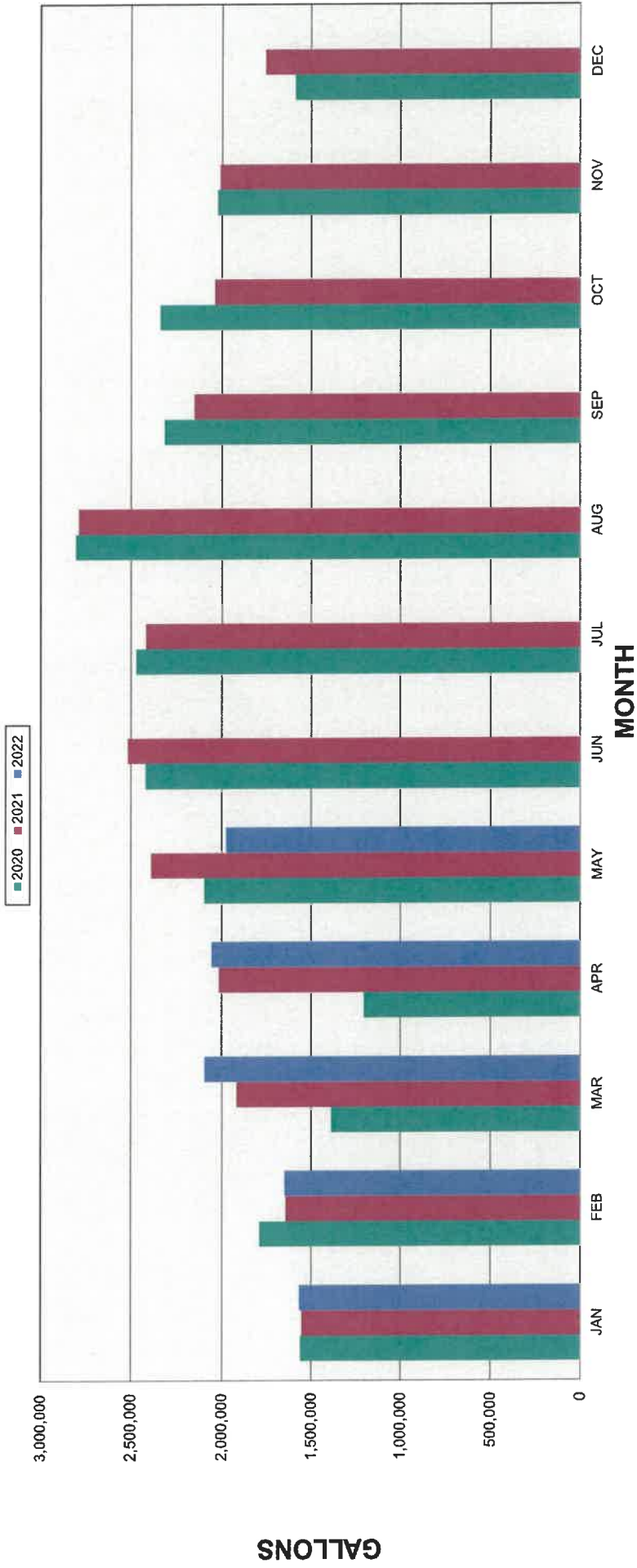


ABCSD MONTHLY AVERAGE EFFLUENT BOD (2020 - 2022)

■ 2020
 ■ 2021
 ■ 2022
 — 30 Day Average Limit

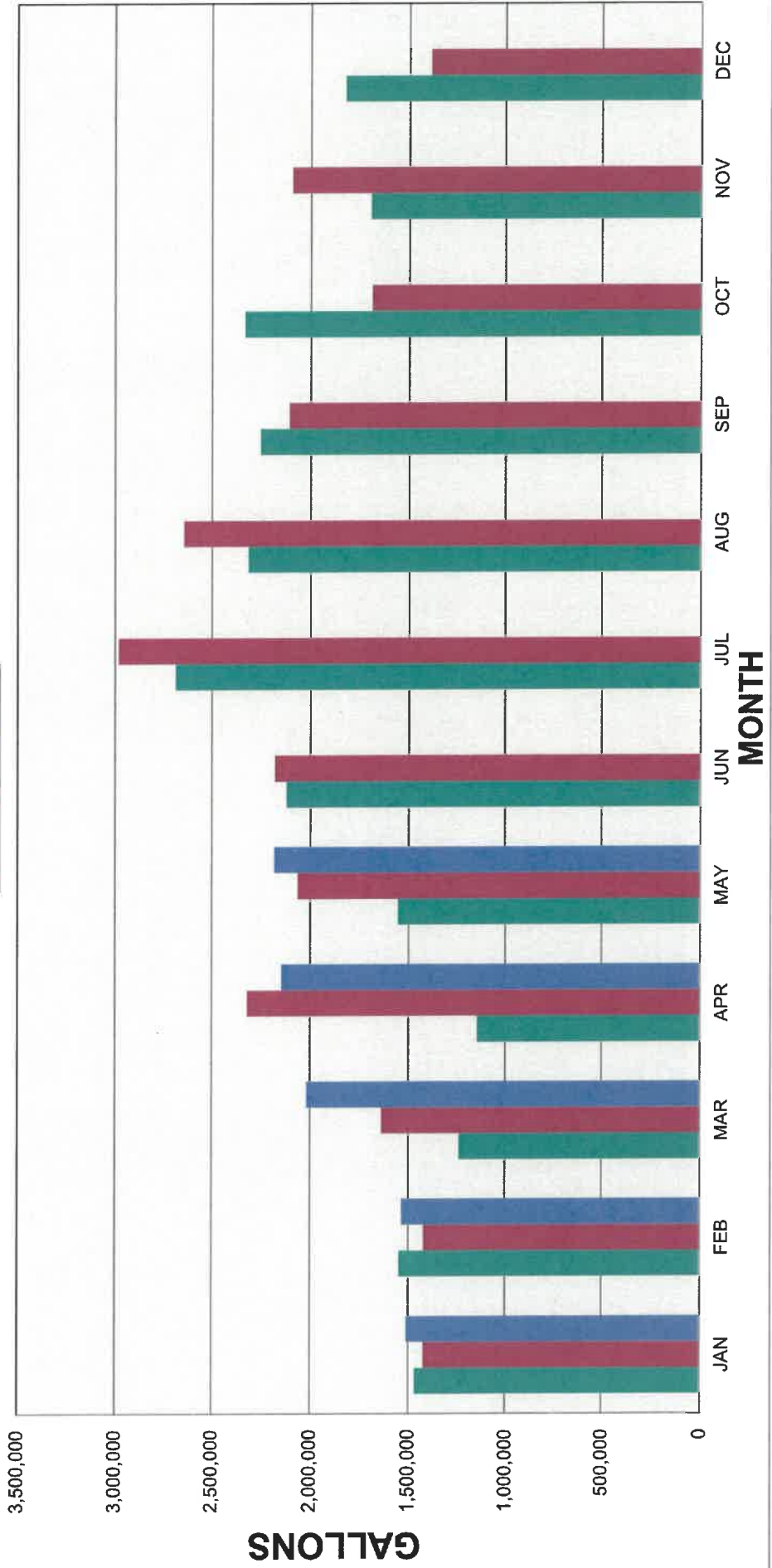


ABCSD MONTHLY WATER PURCHASED FROM LOPEZ (2020 - 2022)



ABCSD MONTHLY WATER SOLD (2020 - 2022)

■ 2020 ■ 2021 ■ 2022




AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: June 14, 2022

SUBJECT: Review/Adoption of Ordinance No. 2022-01 Regarding Solid Waste Services by the Avila Beach Community Services District

Recommendation:

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

Background and Discussion:

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

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

The adoption of Ordinance No. 2022-01 will meet the requirements of SB 1383 and provide necessary rules and regulations for the disposal and collection of waste materials within the District. Single family residences may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. The General Manager applied for and obtained a low-population waiver for the District. The Low Population Waiver waives a portion of the requirements for the ABCSD. However, ABCSD still needs to

adopt an Ordinance updating the District's Solid Waste Management Rules.

The attached ordinance includes the following required provisions:

- 5.010 Title of Ordinance
- 5.020 Effective Date
- 5.030 Purpose of the Ordinance
- 5.040 Definitions
- 5.110 Requirements for Single-Family Premises
- 5.120 Requirements for Multi-Family Residential Dwellings
- 5.130 Requirements for Commercial Businesses
- 5.140 Waivers for Multi-Family Premises and Commercial Premises
- 5.150 Requirements for Commercial Edible Food Generators
- 5.160 Requirements for Food Recovery Organizations and Services
- 5.170 Requirements for Haulers and Facility Operators
- 5.180 Self-Hauler Requirements
- 5.210 Inspections and Investigations
- 5.310 Collection Rates and Collection Of Delinquent Fees And Charges
- 5.320 Franchise for Collection – Authorization
- 5.410 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse
- 5.420 Clearing Of Accumulated Solid Waste And Rubble
- 5.430 Storage And Placement Of Standard Containers For Pick-Up
- 5.440 Unlawful Collection
- 5.450 Condition of Collection Trucks
- 5.460 Exceptions
- 5.510 Enforcement

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

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

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

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

**AN ORDINANCE OF THE AVILA BEACH COMMUNITY SERVICES DISTRICT TO
AMEND THE DISTRICT’S SOLID WASTE MANAGEMENT RULES AND ADOPT
MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING
MATERIALS RULES AND REGULATIONS**

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ORDINANCE No. 2022-01

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

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

WHEREAS, Government Code Section 61600(c) authorizes Community Services Districts to provide the collection and disposal of solid waste; and

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

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

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

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

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

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

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

SECTION 1.

The District's Solid Waste Rules are hereby amended as follows:

5.000 GENERAL PROVISIONS

5.010 Title of Ordinance

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

5.020 Effective Date

This Ordinance shall be effective commencing on July 1, 2022.

5.030 Purpose of the Ordinance

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

5.040 Definitions

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

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

- (d) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (f) "Cast Offs" means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
- (g) "District Enforcement Official" means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or whole responsible for enforcing the Ordinance.
- (h) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 8.040 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) "Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) "Compliance Review" means a review of records by the District to determine compliance with this Ordinance.
- (l) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- (m) "Contractor" means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

- (uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.
- (xv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.
- (www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
 - (4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

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

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

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

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

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

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

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

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

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

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

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

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

5.100 MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING SERVICE

5.110 Requirements for Single-Family Premises

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements in Section 5.180 of this Ordinance, Responsible Parties of Single-Family Premises shall comply with the following requirements:
- (1) Subscribe to and pay for District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 5.110(a)(2). District and its Designee(s) shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
 - (2) Participate in the District's three-container collection service(s) in the manner described below.
 - (i) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (c) The requirements of this Section 5.110 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

5.120 Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 8.140 for some requirements of this Section.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 8.180 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
- (c) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
- (d) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (1) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the

Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 5.180 of this Ordinance.

- (2) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (3) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - (4) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (e) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements in Section 5.180 of this Ordinance.
- (f) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
- (g) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

5.130 Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 5.140 for some requirements of this Section.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 5.180 of this Ordinance, including hauling

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

- (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
- (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 5.130(b)(4)(i)) and 5.130(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 5.180 of this Ordinance.
- (4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per

Section 5.140(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
 - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 5.180 of this Ordinance.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to

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

- (9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 5.180 of this Ordinance.
- (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 5.150 of this Ordinance.

8.140 Waivers for Multi-Family Premises and Commercial Premises

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

- (2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
- (b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 8.120 or 8.130 as applicable.
- (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
 - (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
 - (2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
 - (i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
 - (ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
 - (3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that Commercial

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

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

5.150 Requirements for Commercial Edible Food Generators

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

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

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

5.160 Requirements for Food Recovery Organizations and Services

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

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

5.170 Requirements for Haulers and Facility Operators

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

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

- (i) Through written notice to the District annually on or before January 1 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and Solid Waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the District.
- (ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
- (iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Section 8.180 of this Ordinance.

- (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.

(b) Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

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

5.180 Self-Hauler Requirements

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

- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.
- (d) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic Materials, and/or Solid Waste was first delivered to the facility accepting the material.
- (e) Self-Haulers that are Commercial Businesses or Multi-Family Premises shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District Manager.
- (f) A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 5.180(c) and (d).
- (g) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle.

5.200 INSPECTIONS AND INVESTIGATIONS

5.210 Inspections and Investigations

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

of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 5.510.

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

5.300 COLLECTION OF RATES AND CHARGES

5.310 Collection Rates and Collection Of Delinquent Fees And Charges

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

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

5.320 Franchise for Collection – Authorization

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

5.400 RULES AND REGULATIONS

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

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

- (c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 8.420.

5.420 Clearing of Accumulated Solid Waste And Rubble

- (a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
- (b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 5.420. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
- (c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

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

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

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

Date: _____

District General Manager

cc: San Luis Obispo County Environmental Health Department

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

5.430 Storage And Placement Of Standard Containers For Pick-Up

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

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

5.440 Unlawful Collection

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

5.450 Condition of Collection Trucks

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

5.460 Exceptions

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

5.500 VIOLATIONS AND PENALTIES

5.510 Enforcement

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

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

- (4) With the exception of violations of contamination of container contents addressed under Section 5.510(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 5.510(k), Table 1, List of Example Violations.
- (6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

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

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

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

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

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

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

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

(g) Compliance Deadline Extension Considerations

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

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

(h) Appeals Process

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

(i) Education Period for Non-Compliance

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

(j) Civil Penalties for Non-Compliance

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

(k) Enforcement Table

Table 1. List of Example Violations

Requirement	Description of Violation
Commercial Business Multi-Family Premises Responsibility Requirement Sections 5.120 and 5.130	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 5.110, 5.120, and 5.130	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.
Hauler Requirement Section 5.170	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Ordinance.
Hauler Requirement Section 5.170	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.
Hauler Requirement Section 5.170	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.

Requirement	Description of Violation
Self-Hauler Requirement Section 5.180	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Ordinance.
Commercial Edible Food Generator Requirement Section 5.150	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 5.150	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi-Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 5.120, 5.130, 5.150, 5.160, and 5.210	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 5.150	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.150 of this Ordinance.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 5.160	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant

Requirement	Description of Violation
	to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 8.160 of this Ordinance.

SECTION 2. CalRecycle Issued Waivers

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

SECTION 3. CEQA

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

SECTION 4. Severability

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

SECTION 5. Effective Date


This Ordinance shall be effective commencing on July 1, 2022.

AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: June 14, 2022

SUBJECT: Proposed Solid Waste Rate Increase

Recommendation:

Receive Report and Authorize South County Sanitation Services to Initiate the Prop 218 Hearing Process for a 22.19% Rate Increase for Garbage Collection, Recycle, Organics and Disposal or Provide Other Direction to Staff

Discussion:

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

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

As noted above, SCSS concurred with the results of Statler's report. SCSS has prepared a draft Prop 218 Hearing Notice for Avila Beach CSD customers that support the rate increase. The proposed increase will increase the monthly rate for a 32 gallon wheeler from \$20.63 to \$25.20 for residential service in the Avila Beach CSD service area. The

draft Prop 218 Notice is provided as an attachment to this Staff Report. Based on the extensive analysis provided by Mr. Statler and the larger SCSS agencies, staff has no objection to the SCSS rate increase application and associated 22.19% rate increase.

Staff recommends the Board authorize SCSS to prepare and distribute the proposed rate increase Hearing Notice needed to support Prop 218 rate increase hearing process. SCSS will also publish a Hearing Notice in a local paper that the Board will be considering adopting the rate increase at the August 9, 2022, Regular Board meeting. If approved the new rate will be effective August 15, 2022. Mr. Jeff Clarin, District Manager for San Luis Garbage Company, will be attending the meeting and will provide a presentation summarizing the rate increase process and will be available to respond to any questions.

In addition, staff is seeking approval from the Board to approve a budget adjustment of \$16,000 from the Solid Waste Fund for the SCSS solid waste retroactive charges from May 2022 to August 1, 2022.



- SAN LUIS GARBAGE
- SOUTH COUNTY SANITARY
- MISSION COUNTRY DISPOSAL
- MORRO BAY GARBAGE



Safety • Integrity • Service

June 3, 2022

Brad Hagemann
 General Manager
 Avila Community Services District
 100 San Luis St, Avila Beach, CA 93424

Subject: South County Sanitary Services January 2022 Revised Rate Increase Request

Dear Mr. Hagemann,

Please accept this letter as a follow-up to the rate application South County Sanitary Services (“SCSS”) filed with you on October 20, 2021. The rate increase percentage decreased as a result of several meetings with the District’s rate review consultant, Mr. Bill Statler. This letter discusses items that changed since our original submission and responds to Mr. Statler’s Solid Waste Rate Review report, dated March 2022. We lowered the request by 2.46% to a 22.19% increase in our revenue requirement. A revised breakout of the rate increase is shown in the table below. Rate increase justifications have not changed since the previous cover letter. The table also includes a delayed rate implementation component of 17.12% as described in the next paragraph, which brings the total rate increase request to 39.32% for the first year.

Factor	Increase %
Capital Investment (Depreciation)	5.88%
HZI Digester Expense	6.20%
Wage Adjustments to Market	5.63%
Recycle Processing Fee	1.88%
Other General Costs	2.60%
Total (Increase to the Customers)	22.19%
Delayed Rate Component (Funded by District)	17.12%
Total w/ Delayed Rate Component	39.32%

Delayed Rate Implementation

Per page II-8 of the Rate Manual, if approval of the application and new rates is delayed due to no fault of the hauler, the District will include the value of revenue lost due to the delay in the rate increase. Since SCSS's rate application was originally filed on October 20, 2021, the timeline in the Rate Manual allowed for a delayed rate implementation recovery period beginning March 1, 2022. However, Mr. Statler's review of the SCSS Solid Waste Review recommended using May 1, 2022. Based on negotiations with the other South County jurisdictions, we have agreed to use the delayed implementation back to May 1st, rather than March 1st. Assuming rates become effective August 15, 2022 instead of May 1, 2022, the rate increase will increase by 17.12% applied evenly over those remaining months in 2022 and end effective January 1, 2023, net of any CPI increase. This delayed rate implementation component of 17.12% amounts to \$14,197. We understand this delayed rate implementation component of \$14,197, will be funded by the District, eliminating the need to include the delayed rate implementation in the District's Proposition 218. The District's Proposition 218 notice will simply include the base increase of 22.19%.

IWMA, Franchise Fees, and AB939 Fees

On March 9, 2022 the IWMA Board approved a 5.4% charge on all residential and commercial revenue, effective July 1, 2022. This charge replaces the current fee of \$0.30 per month for residential customers billed under \$50/month and 2% of revenue for commercial customers and residents billed over \$50/month services. The IWMA fees are a separate line item on the bill and are now based fully on a percentage of revenue, therefore SCSS removed all consideration of IWMA fees from this revised application.

The proposed effective date of the Base Year Rate Increase for the District is August 15, 2022, which is one and a half months after the date that the IWMA will increase their fees. Our understanding is that the District intends to fund these IWMA fees for the month of July and the first half of August instead of passing the additional cost on to the customers. SCSS's estimate of this expense to be approximately \$1,410. Once the July invoices have been prepared, SCSS will provide a specific amount to the District, to be paid. This calculation will be the difference between the IWMA fee of 5.4% fee and the existing IWMA fee.

The new IWMA fee will be a disclosure item on the Proposition 218 notice. Beginning on August 15, 2022, upon approval of the new rates by the District at the August 9, 2022 meeting, SCSS will begin to charge the customers the adjusted IWMA fee of 5.4%.

Reclassification of HZI Digester Processing Expense

The digester and previous green waste composting process has always been treated as an outside service eligible for margin. However, in order to settle this rate application, SCSS agreed to reclassify the HZI digester processing fee from an outside service to a pass-through expense. Margin is not allowed on pass-through expenses.

Rate Manual Revision

This application follows guidance in the 28-year-old rate manual. As mentioned in the original application submission letter, the rate manual is outdated and does not fairly consider current business practices. SCSS would like to reiterate its focus on working to revise the rate manual with the communities serviced in 2022.

Conclusion

We appreciate the District's time and collaboration on this rate application. We look forward to a continued partnership with the Avila Community Services District, and allowing SCSS to provide safe and reliable service that meets the community's solid waste, recycling and organic collection needs.

If you have any questions regarding our submittal, please feel to contact me at 805-748-8041.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Clarin".

Jeffrey Clarin, P.E.
District Manager
South County Sanitation Services
Waste Connections

Notice of Public Hearing Regarding Proposed Solid Waste Rate Increase

Property Owners and Tenants - Customers:

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

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

NOTICE OF PUBLIC HEARING

The Public Hearing for the Proposed Rate Increase within the CSD limits will be held on:

Date: August 9, 2022

Time: 1:00 PM

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

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

Reason for the Proposed Rate Increase

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

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

Basis of the Proposed Rate Increase

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

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

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

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

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

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

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

How Do I Protest the Proposed Rate Increase?

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

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

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

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

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

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

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

SOUTH COUNTY SANITARY SERVICES, INC.

EFFECTIVE AUGUST 15, 2022

AVILA BEACH CSD

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

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

The rates shown above include the monthly container rental fee.

COMMERCIAL - OTHER CHARGES:

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

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

COMMERCIAL GARBAGE CANS - ALL AREAS:

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

MISCELLANEOUS CHARGES - ALL CUSTOMERS:

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

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

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

ADDITIONAL INFORMATION ALL CUSTOMERS:

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

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

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

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager 

DATE: June 14, 2022

SUBJECT: Changes to the 2016 Water Shortage Response and Management Plan, Now Referred to as the Avila Beach Community Services District Water Conservation Program

Recommendation:

Receive staff report and provide direction to staff regarding changes to the Water Conservation Program or provide other direction to staff.

Discussion:

At the November 9th, 2021 Board meeting staff summarized the 2016 Water Shortage Response and Management Plan and requested input from the Board and the District's customers. District legal counsel noted that several changes and clarifications should be made to the Plan regarding the Water Code references. On January 4th, 2022, the State Water Resources Control Board issued emergency water use regulations via their Resolution No. 2022-0002. Staff reviewed the changes implemented by the emergency water use Resolution and has incorporated any applicable conditions to the District's draft Water Shortage Response and Management Plan.

At the April 12, 2022 staff presented an updated Plan that included some suggested changes shown in "Track Changes". Most of the suggested changes were designed to make the Plan clearer and afford the District more flexibility. Staff envisioned that when water supply circumstances dictate, the Board will formally declare a water shortage and take special efforts to notify customers of the required Response Actions and any other recommended water conservation measures. The Board reviewed the staff report and the proposed changes and directed staff to bring the Plan back for consideration at the May or June Board meeting.

The updated draft Avila Beach Water Conservation Plan is attached for review and comment by the Board of Directors and the public. Staff recommends the Board direct staff to consider any comments, prepare a Resolution to adopt the Program, and issue a Public Notice that the Board will consider adopting the Water Conservation Program at the August 9th Regular Board meeting.

AVILA BEACH COMMUNITY SERVICES DISTRICT

WATER CONSERVATION PROGRAM

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

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

This Program establishes four (4) drought condition stages that relate to the District’s projected available water supplies and corresponding mandatory or voluntary water conservation practices. As set out below, the voluntary and mandatory water conservation practices intensify as the drought conditions worsen. To avoid the need for the District to take action to prohibit certain water uses, all District customers should make a daily effort to conserve water.

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

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

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

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
I	All times	<ol style="list-style-type: none"> 1. The District will continue outreach and education programs regarding water conservation best management practices. 2. The District will continue encouraging all District customers to implement the following conservation practices: <ol style="list-style-type: none"> a. Identify and fix all plumbing and irrigation leaks immediately; b. Stop washing paved surfaces and hardscape, including, but not limited to, sidewalks, driveways, parking lots, or patios, building and structures, except when it is necessary for health and safety reasons, such as immediate fire protection; c. Limit irrigation to two (2) days per week and after 8:00 PM and before 9:00 AM, unless a different irrigation schedule is established by the District or its General Manager; d. Check all irrigation systems for leaks monthly; e. Stop irrigation practices and water use that results in runoff onto nearby surfaces, including, but not limited to, adjacent property, non-irrigated areas, hardscapes, or roadways; f. Only wash cars, boats, recreational vehicles or other vehicles or equipment at commercial establishments that re-circulate water, or using a bucket and a hand-held hose with a shut-off nozzle; and g. Stop operating decorative water features, such as fountains and ponds, unless re-circulated water is used. 	Not Applicable.
II	Supplies Projected at 70% of Entitlements (118 AFY)	<ol style="list-style-type: none"> 1. The District will commence more aggressive conservation outreach and education efforts. 2. Customers must implement all Stage I conservation practices during a Stage II shortage and must also comply with the following <u>mandatory conservation practices</u>: <ol style="list-style-type: none"> a. Limit landscape irrigation, whether by automated system, by hose or by other means, according to the schedule established by the 	Projected Supplies greater than 70% of Entitlement.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>District upon declaring a Stage II shortage or by the General Manager and posted at the District's office;</p> <ul style="list-style-type: none"> b. Stop all irrigation practices during and forty-eight (48) hours following measurable rainfall; c. Cover swimming pools and spas to prevent loss from evaporation; d. Repair all leaks within seventy-two (72) hours of discovery or notification by the District, unless other arrangements are made with the District's General Manager; and 	
III	Supplies Projected at 60% of Entitlements (101 AFY)	<ol style="list-style-type: none"> 1. Customer must implement all Stage I and Stage II conservation practices during a Stage III shortage and must also comply with the following mandatory conservation practices: <ul style="list-style-type: none"> a. Limit landscape irrigation according to the schedule established by the District upon declaring a Stage III shortage or by the General Manager and posted at the District's office; b. Stop filling, re-filling or operating ornamental water features, including, but not limited to, lakes, ponds or fountains, except to the extent needed to sustain aquatic life, provided that such animals have been actively managed within the water feature prior to declaration of the Stage III shortage; c. Do not drain or fill swimming pools or spas; d. Do not use potable water for dust control; e. Only wash cars, boats, recreational vehicles or other vehicles or equipment at commercial establishments that re-circulate water; f. Repair all leaks within forty-eight (48) hours of discovery or notification by the District, unless other arrangements are made with the General Manager. 2. During Stage III drought conditions, and to the extent the District has the ability to provide such water, the District intends to continue processing pending applications for new water services, and intends to allow new water service connections that were approved prior to the Stage III declaration. 	Projected Supplies greater than 60% of Entitlement.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>3. After analyzing the prevailing conditions, such as weather, supply shortages and customer demand, the District may declare a Water Shortage Emergency pursuant to Water Code section 350, <i>et seq.</i>³ The District, by the declaration, may:</p> <ul style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential;” c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. 	
IV	Supplies Projected at 55% of Entitlements (92 AFY)	<p>1. Customer must implement all Stage I, II, and III conservation practices during a Stage IV shortage and must also comply with the following <u>mandatory conservation practices</u>:</p> <ul style="list-style-type: none"> a. Limit landscape irrigation according to the schedule established by the District upon declaring a Stage IV shortage or by the General Manager and posted at the District’s office; b. Repair all leaks within twenty-four (24) hours of discovery or notification by the District unless other arrangements are made with the General Manager. <p>2. After analyzing the prevailing conditions, such as weather, supply shortages and customer demand, the District may, if it has not already, declare a</p>	Projected Supplies greater than 55% of Entitlement.

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

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<p>Water Shortage Emergency in accordance with Water Code section 350, <i>et seq.</i> As part of the Water Shortage Emergency Declaration, the District may:</p> <ol style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential;” c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. <p>3. During a Stage IV shortage, the District intends to allow new water service connections to projects with preexisting service commitments, so long as the District’s water supply allows.</p>	
V	Supplies Projected at 50% of Entitlements (84 AFY)	<p>4. Customer <u>must</u> implement all Stage I, II, III, and IV conservation practices during a Stage V shortage and <u>must</u> also comply with the following <u>mandatory conservation practices</u>:</p> <ol style="list-style-type: none"> a. Stop all landscape irrigation and turn off all automated irrigation systems. This does not apply to the following categories of water use unless the District declares otherwise: <ul style="list-style-type: none"> ▪ Maintenance of established trees and shrubs that are watered on a schedule established by the District or its General Manager; ▪ Maintenance of existing landscaping that is necessary for fire protection as determined by the fire protection agency having jurisdiction over the property to be irrigated; ▪ Maintenance of existing landscaping for erosion control; and 	Projected Supplies greater than 50% of Entitlement.

STAGE	WATER SUPPLY CONDITION	RESPONSE ACTIONS	RELIEF OF RESTRICTIONS
		<ul style="list-style-type: none"> ▪ Watering of livestock. <p>5. After analyzing the prevailing conditions, such as weather, supply shortages and customer demand, the District may, if it has not already, declare a Water Shortage Emergency in accordance with Water Code section 350, <i>et seq.</i> As part of the Water Shortage Emergency Declaration, the District will:</p> <ul style="list-style-type: none"> a. Impose a moratorium on new, permanent or temporary, water service connections; suspend accepting or processing applications for new water service; and stop issuing statements of immediate ability to serve water (such as, will serve letters); b. Determine what water uses are “non-essential;” c. Establish a landscape irrigation schedule; and/or d. Adopt other regulations and restrictions on delivery and consumption of water for the purposes of conserving water and meeting human consumption, sanitation and fire protection needs. 	

Revised Draft Program: May 24, 2022

**AVILA BEACH
COMMUNITY SERVICES DISTRICT**

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Timothy M. Cary and Shannon D. Boyd, General Counsel

DATE: June 14, 2022

SUBJECT: Approval of Contract Terms: General Manager/Engineer

Recommendation:

Approve the contract with Hagemann & Associates for General Manager/Engineer with a term from August 3, 2022 through August 2, 2024, an hourly rate of \$150.00 per hour, and other terms as set forth in Attachments A and B, attached hereto, and authorize the Board President to execute the contract.

Background and Discussion:

Bradley Hagemann of Hagemann & Associates has served as the District's General Manager / Engineer ("General Manager") since May 2015. His contract will expire August 2, 2022. The District wishes to continue contracting with Hagemann & Associates for General Manager services. After conferring with Mr. Hagemann, General Counsel has drafted the attached contract for the Board's consideration. The essential terms are a two year contract, from August 3, 2022 through August 2, 2024, and an increase the hourly rate from \$145.00 per hour to \$150.00 per hour in an effort to keep up with inflation and rising comparable costs for the services rendered. The remaining two modifications to the contract are not material: the District will provide 30 days' notice prior to terminating the Contract, and the Contract will be reviewed annually in April rather than May. Attachment A is a red-line version of the Agreement. Attachment B is the proposed Agreement, without the changes shown.

General Counsel recommends that the Board approve the attached contract for General Manager/Engineer with Hagemann & Associates.

**AVILA BEACH COMMUNITY SERVICES DISTRICT
GENERAL MANAGER/ENGINEER
~~2019-2022~~ PROFESSIONAL SERVICES CONTRACT**

Attachment:

Exhibit "A" — General Manager Job Description

THIS CONTRACT is made and entered into by and between the AVILA BEACH COMMUNITY SERVICES DISTRICT (herein referred to as "District"), and HAGEMANN & ASSOCIATES (herein referred to as "General Manager", "ENGINEER" or "BRADLEY HAGEMANN"), with reference to the following recitals:

RECITALS

A. District is a Community Services District organized and operating pursuant to 61000 et seq., of the California Government Code.

B. District desires to enter into a contract relationship with BRADLEY HAGEMANN, Principal and Owner of Hagemann & Associates as General Manager/Engineer of the District.

C. BRADLEY HAGEMANN desires to enter into a Contract relationship with the District as General Manager/Engineer.

D. The purpose of this Contract is to define the contract relationship of BRADLEY HAGEMANN and the District during the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1 — DUTIES

A. District hereby agrees to retain HAGEMANN & ASSOCIATES as District General Manager/Engineer.

B. The duties of the General Manager are generally described in Government Code Section 61051 as follows:

The General Manager shall be responsible for all of the following:

(a) The implementation of the policies established by the board of directors for the operation of the district.

(b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system

established by the board of directors.

(c) The supervision of the district's facilities and services.

(d) The supervision of the district's finances.

C. BRADLEY HAGEMANN agrees to perform the functions and duties specified in Government Code Section 61051 and the duties described in the District's General Manager job description attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation.

D. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 2 — TERM

Subject to the approval by the Board of Directors, this Contract shall take effect on August 3, ~~2019~~2022, or sooner, ("Effective Date"), and shall remain in effect for ~~three-two~~ years or until terminated as provided in the following provisions:

A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the conditions set forth in SECTION 3 of this contract.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of General Manager to resign at any time from his position with the District, subject only to the provisions set forth in Section 3 of this Contract.

SECTION 3 — TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in this contract as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and the contract may be terminated without cause. District shall provide General Manager thirty (30) calendar days written notice prior to terminating this contract, unless the parties agree otherwise.

C. In the event General Manager voluntarily cancels this contract with District, General Manager shall give District ninety (90) calendar days written notice in advance, unless the parties otherwise agree. In the event General Manager voluntarily cancels this contract with District, the General Manager shall be entitled only to all hours billed, but not paid as of the date of contract cancellation.

SECTION 4 — BILLING RATE

A. District agrees to pay General Manager an hourly rate of \$~~145~~150.00.

B. The District Board of Directors may increase the hourly rate of this Contract without amending this Contract.

SECTION 5 — CONTRACT REVIEW

A. During the first twelve (12) months of this Contract, the General Manager and District shall participate in a minimum one contract review as follows:

1. On or before 12 months from the Effective Date.

B. From and after the 12 month review referenced in paragraph A above, the General Manager Contract shall be reviewed annually no later than the end of ~~May~~April of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review and/or cancel the General Manager's contract at any time.

SECTION 6 — HOURS OF WORK

The General Manager is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position for 20 hours per week and a maximum total of 960 hours for the year.

SECTION 7 – AUTOMOBILE

A. General Manager shall be entitled to reimbursement for automobile expenses at the prevailing IRS per diem mileage rate for expenses incurred in performing services for the benefit of the District outside of the District boundary excluding travel to and from the District office.

SECTION 8 — AUTOMOBILE AND PROFESSIONAL LIABILITY INSURANCE

A. General Manager shall procure and maintain automobile insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than three-hundred thousand dollars (\$300,000) per accident.

B. Prior to commencing work under this Contract, General Manager shall provide District with a Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the

insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

C. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

D. Professional Liability Insurance shall be maintained at:
\$1,000,000 per claim and \$1,000,000 Aggregate

SECTION 9 — NOTICES

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. AVILA BEACH COMMUNITY SERVICES DISTRICT
P.O. Box 309
Avila Beach, CA 93424
Attn: President of the Board of Directors
2. BRADLEY HAGEMANN
9372 Carmel Road
Atascadero, CA 93422

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid. Either Party may change addresses for Notices by providing the other Party with a new address in writing with reference to this Section of the Contract.

SECTION 10 — INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort

Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 11 — GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all billable hours earned, but not paid. General Manager and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the

parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

DATE: _____ , 20192022

GENERAL MANAGER/ENGINEER: DISTRICT:

BRADLEY HAGEMANN

PETER KELLEY

Approved as to form:

~~MICHAEL W. SEITZ~~ TIMOTHY M. CARY,
District Legal Counsel

**AVILA BEACH COMMUNITY SERVICES DISTRICT
GENERAL MANAGER/ENGINEER
2022 PROFESSIONAL SERVICES CONTRACT**

Attachment:

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RECITALS

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B. The duties of the General Manager are generally described in Government Code Section 61051 as follows:

The General Manager shall be responsible for all of the following:

(a) The implementation of the policies established by the board of directors for the operation of the district.

(b) The appointment, supervision, discipline, and dismissal of the district's employees, consistent with the employee relations system

established by the board of directors.

(c) The supervision of the district's facilities and services.

(d) The supervision of the district's finances.

C. BRADLEY HAGEMANN agrees to perform the functions and duties specified in Government Code Section 61051 and the duties described in the District's General Manager job description attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as the District Board of Directors shall from time to time assign without additional compensation.

D. Both parties acknowledge that specific duties of the position may vary from time to time.

SECTION 2 — TERM

Subject to the approval by the Board of Directors, this Contract shall take effect on August 3, 2022, or sooner, ("Effective Date"), and shall remain in effect for two years or until terminated as provided in the following provisions:

A. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of District to terminate the services of General Manager at any time, subject only to the conditions set forth in SECTION 3 of this contract.

B. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of General Manager to resign at any time from his position with the District, subject only to the provisions set forth in Section 3 of this Contract.

SECTION 3 — TERMINATION AND SEVERANCE PAY

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in this contract as General Manager.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and the contract may be terminated without cause. District shall provide General Manager thirty (30) calendar days written notice prior to terminating this contract, unless the parties agree otherwise.

C. In the event General Manager voluntarily cancels this contract with District, General Manager shall give District ninety (90) calendar days written notice in advance, unless the parties otherwise agree. In the event General Manager voluntarily cancels this contract with District, the General Manager shall be entitled only to all hours billed, but not paid as of the date of contract cancellation.

SECTION 4 — BILLING RATE

A. District agrees to pay General Manager an hourly rate of \$150.00.

B. The District Board of Directors may increase the hourly rate of this Contract without amending this Contract.

SECTION 5 — CONTRACT REVIEW

A. During the first twelve (12) months of this Contract, the General Manager and District shall participate in a minimum one contract review as follows:

1. On or before 12 months from the Effective Date.

B. From and after the 12 month review referenced in paragraph A above, the General Manager Contract shall be reviewed annually no later than the end of April of each succeeding year.

C. The Board of Directors reserves the right, in its discretion, to review and/or cancel the General Manager's contract at any time.

SECTION 6 — HOURS OF WORK

The General Manager is expected to engage in those hours of work that are necessary to fulfill the obligations of the General Manager's position for 20 hours per week and a maximum total of 960 hours for the year.

SECTION 7 – AUTOMOBILE

A. General Manager shall be entitled to reimbursement for automobile expenses at the prevailing IRS per diem mileage rate for expenses incurred in performing services for the benefit of the District outside of the District boundary excluding travel to and from the District office.

SECTION 8 — AUTOMOBILE AND PROFESSIONAL LIABILITY INSURANCE

A. General Manager shall procure and maintain automobile insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than three-hundred thousand dollars (\$300,000) per accident.

B. Prior to commencing work under this Contract, General Manager shall provide District with a Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the

insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

C. The automobile insurance coverage required hereunder shall be kept in full force and effect for the term of this Contract. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by General Manager hereunder. Any failure to comply with this requirement shall constitute a material breach of this Contract.

D. Professional Liability Insurance shall be maintained at:
\$1,000,000 per claim and \$1,000,000 Aggregate

SECTION 9 — NOTICES

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Attn: President of the Board of Directors
2. BRADLEY HAGEMANN
9372 Carmel Road
Atascadero, CA 93422

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid. Either Party may change addresses for Notices by providing the other Party with a new address in writing with reference to this Section of the Contract.

SECTION 10 — INDEMNIFICATION

A. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq. and Government Code Sections 995-996.5), the District shall defend and indemnify the General Manager against any and for all losses sustained by the General Manager in direct consequences of the discharge of the General Manager's duties on the District's behalf for the period of the General Manager's employment.

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort

Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

SECTION 11 — GENERAL PROVISIONS

A. General Manager shall comply with all local and state requirements regarding conflicts of interest and shall avoid personal involvement in situations which are inconsistent or incompatible with a position of General Manager or give rise to the appearance of impropriety.

B. The terms of this Contract are intended by the parties as a final expression of their Contract and may not be contradicted by evidence of any prior Contract or contemporaneous oral Contract. The parties further intend that this Contract constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Contract. Any amendments to this Contract must be in writing and executed by both parties.

C. In the event of General Manager's death, General Manager's heirs, legatees, devisees, executors or legal representatives shall be entitled to (a) all billable hours earned, but not paid. General Manager and his heirs, legatees, devisees, executors or legal representatives shall not be entitled to any other compensation, including, without limitation, any severance compensation.

D. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be effected, impaired or invalidated thereby.

E. This Contract shall be governed by the laws of the State of California. The parties agree that in the event any legal action is taken to enforce/interpret any provisions of this Contract, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.

F. The parties acknowledge that they understand the significance and consequences of this Contract. The parties also acknowledge that they have been given full opportunity to review and negotiate this Contract and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Contract shall not be interpreted against the party who prepared the initial draft, because all parties participated in the drafting of this Contract by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Contract.

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the

parties, provided however that the District General Manager may not assign obligations hereunder.

H. General Manager shall not assign this Contract in whole or in part.

I. The above Recitals are true and correct and incorporated herein by reference.

J. This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the below identified dates.

DATE: _____, 2022

GENERAL MANAGER/ENGINEER: DISTRICT:

BRADLEY HAGEMANN

PETER KELLEY

Approved as to form:

TIMOTHY M. CARY,
District Legal Counsel

Avila Beach Community Services District

POLICY HANDBOOK

POLICY TITLE: Job Description – General Manager
POLICY NUMBER: 2300

2300.1 Description. The General Manager is the Executive Officer of the District and for the Board of Directors. He/she administers the District and has exclusive management and control of the operations and works of the District, subject to approval by the board of Directors, and provides day-to-day leadership for the District. He/she has general charge, responsibility and control over all property of the District.

2300.1.1 He/she attends all meetings of the District's Board, and such other meetings as the Board specifies from time to time.

2300.1.2 He/she employs such assistants and other employees as he/she deems necessary for the proper administration of the District and the proper operation of the works of the District, in accordance with Policy #2150, "Compensation," subject to approval by the Board of Directors. He/she shall delegate authority at his/her discretion and has authority over and directs all employees, including terminating for cause or lack of worthwhile work. His/her personnel management goal will be to provide a motivating work climate for District employees.

2300.1.3 He/she maintains cordial relations with all persons entitled to the services of the District, and attempts to resolve all public and employee complaints. He/she shall encourage citizen participation in the affairs of the District.

2300.1.4 He/she seeks to carry into effect the expressed policies of the Board of Directors, including planning the short, medium and long term work program for the District, facilitating constructive and harmonious Board relations. He/she shall translate the goals and objectives of the Board to the community.

2300.1.5 He/she shall prepare and manage the District budget, conducting studies, making oral and written presentations.

2300.2 Required Qualifications. He/she shall possess a bachelors degree in public administration or a related field and shall have five years experience in an increasingly responsible public agency management position. He/she shall possess a valid California drivers license. Alternatively, work experience to meet educational qualifications may be substituted at the discretion of the Board.

2300.3 Desirable Qualifications: possession of a masters degree in public administration or a related field; the ability to efficiently prepare annual budgets and long-term revenue/ outlay plans; the ability to effectively communicate, both written and verbal, with the constituents and other agency personnel; and the ability to meet and serve the public courteously and efficiently.