



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339, Oceano, California 93475-0339

1600 Aloha Oceano, California 93445-9735

Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.org

AGENDA

BOARD OF DIRECTORS MEETING

City of Arroyo Grande, City Council Chambers
215 East Branch Street
Arroyo Grande, California 93420

Wednesday, August 06, 2014 at 6:00 P.M.

Board Members

Matthew Guerrero, Chair

Tony Ferrara, Vice Chair

Glenn Marshall, Director

Agencies

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

Alternate Board Members

Mary Lucey, Director

Jim Guthrie, Director

Debbie Peterson, Director

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

This public comment period is an invitation to members of the community to present comments, thoughts or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters which are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or presiding Board Member may:

- Direct Staff to assist or coordinate with you.
- It may be the desire of the Board to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

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 offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §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 modification or accommodation in order to participate at the above referenced public meeting by contacting the District Manager or District Bookkeeper/Secretary at (805) 481-6903.

3. CONSENT AGENDA

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

3A. Review and Approval of the Minutes of the July 16, 2014 meeting

3B. Review and Approval of Warrants

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

A. Staff recommends that the board approve an agreement with the county of San Luis Obispo for lease of a district sludge drying bed.

B. That the district counsel Michael W. Seitz with the firm of Shipsey and Seitz, Inc. be granted a request for a rate increase from \$170 to \$176 per hour for standard legal representation and \$140 to \$150 per hour for attendance at district board meetings.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

B. Miscellaneous Written Communications

7. PUBLIC COMMENT ON CLOSED SESSION

8. CLOSED SESSION

9. RETURN TO OPEN SESSION; REPORT ON CLOSED SECTION

10. ADJOURNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

City of Arroyo Grande, City Council Chambers
215 East Branch Street
Arroyo Grande, California 93420

Minutes of the Meeting of Wednesday, July 16, 2014
6:00 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chair Matthew Guerrero, Oceano Community Services District; Vice Chair Jim Guthrie, City of Arroyo Grande; Director Glenn Marshall, City of Grover Beach.

District Staff in Attendance: Richard Sweet, District Manager; Mike Seitz, District Counsel; Amy Simpson, Bookkeeper/Secretary; Shannon Sweeney, District Engineer

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Director Guerrero opened the public comment period. There being no public, Director Guerrero closed the public comment period.

3. CONSENT AGENDA

3A. Review and Approval of the Minutes of the July 2, 2014 meeting

Action: The Board voted 2-0 with Mr. Guthrie abstaining to approve the minutes.

3B. Review and Approval of Warrants

3C. Review of Financial Report ending June 30, 2014

Action: Consent Agenda Items 3B and 3C passed unanimously.

4. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Clemons was not present.

5. BOARD ACTION ON INDIVIDUAL ITEMS

A. FY 2012/2013 FINAL AUDIT REPORT PRESENTATION

The Board received a presentation of the District's FY 2012/13 Financial Audit Report by Moss, Levy & Hartzheim, LLP. Alexander Hom was there to present the audit. He reported that the District had no significant findings. The Board did request Alex to change the language for Note 11-Special Item on page 15. The Board has not settled a penalty of \$1,109,813 from the Regional Water Control Board from sewage spill in December 2010. The penalty was levied but not settled. It is still pending.

B. REQUEST MOSS LEVY TO PREPARE FY 13/14 AUDIT

Staff recommends the Board approve Moss, Levy & Hartzheim, LLP to conduct the FY 2013/14 Audit.

Mr. Seitz reminded the Board that it was the recommendation of the previous Board and Grand Jury to change auditors every 5 years. The Board agreed to go out for RFP and include the present firm in the RFP process for FY14/15.

Action: The Board approved Moss Levy and Hartzheim, LLP to conduct the FY 13/14 Audit.

6. MISCELLANEOUS ITEMS

- A. Miscellaneous Oral Communications
- B. Miscellaneous Written Communications

1. CSDA Election Information

The Board voted unanimously to have Director Guerrero sign the ballot nominating Vincent C. Ferrante to the California Special District Association Board of Directors.

- C. 1. Mr. Seitz requested that the Board review his pay rate at the next meeting.

7. PUBLIC COMMENT ON CLOSED SESSION

8. CLOSED SESSION

- (1) **CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8 regarding Property: 1600 Aloha, Oceano, California with Agency Negotiator: John Clemons, Superintendent and Negotiating Parties: Tim Cate, County of San Luis Obispo. Under Negotiation: Price and Terms of Payment.**

9. REPORT ON CLOSED SESSION

Director Marshall recused himself from the Closed Session.

District Counsel Seitz announced that there was no reportable action.

9. ADJOURNMENT

There being no further business to come before the Board, Director Guerrero adjourned the meeting at approximately 6:29 p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

WARRANT REGISTER REVISED

08/06/2014 FY 2014/15

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ALLSTAR INDUSTRIAL SUPPLY	MISC SUPPLIES	1159	080614-8723	8030	270.90	270.90
AMERICAN INDUSTRIAL SUPPLY	SS BUTT WELD HINGE	0268704-IN	8724	8030	72.89	72.89
AMI PIPE AND SUPPLY	CALIBRATION GAS	166671	8725	8056	580.96	580.96
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	7/18/14, 7/25/14	8726	7025	435.08	435.08
AUTOSYS, INC.	FFR VFD'S	666, 667, 670	8727	26-8065	21,161.19	23,408.69
AUTOSYS, INC.	PROF SERV	668		20-8010	2,247.50	
B&B STEEL & SUPPLY OF SANTA MARIA	PIPE	449428	8728	8030	344.00	344.00
CAL COAST MACHINERY	MOWER PARTS	189859	8729	8030	121.97	121.97
CALIFORNIA ELECTRIC SUPPLY	VFD#3,	573245, 573228, 572602	8730	8030	327.28	327.28
CWEA	RENEWAL	MUI, JONES	8731	7050	312.00	312.00
DIAL LONG DISTANCE, INC.	LONG DISTANCE SERVICE	141812496	8732	7013	41.85	41.85
FRED PRYOR SEMINARS	MEMBERSHIP FOR 10 EMPLOYEES	118012	8733	7050	1,592.00	1,592.00
GORDON SAND	SAND FOR SLUDGE BEDS	0623133-IN	8734	7085	1,027.50	1,027.50
GRAINGER	SAFETY SUPPLIES	9491626645	8735	8056	111.15	179.19
GRAINGER	SMALL TOOLS	9418137395		8055	68.04	
I.I. SUPPLY	MISC SUPPLIES	26090	8736	8030	383.99	383.99
JB DEWAR INC	VEHICLE FUEL AND OIL	63553	8737	8020	263.11	263.11
KENNEDY/JENKS CONSULTANTS	ENG SVCS -	84532	8738	7087	4,995.00	4,995.00
KNORR SYSTEMS	PROBE WASH	SI159296	8739	8030	218.50	218.50
MC MASTER CARR	STEEL STAND	93461399	8740	8055	230.01	230.01
MULLAHEY FORD	NEW F150		8741	8032	23,186.78	23,186.78
NICK'S TELECOM	SERVICES	5368, 5373	8742	8030	1,881.70	1,881.70
OCEANO COMMUNITY SERVICES DIST	WATER SERVICE	05/18/14 TO 07/18/14	8743	7094	120.58	120.58
PERRY'S ELECT MOTORS	MOTOR REPAIR	16926	8744	8030	1,190.14	1,190.14
PG&E	ELECTRICITY SERVICE	JUNE TO JULY	8745	7091	18,253.25	18,253.25
PRAXAIR	MISC SUPPLIES	19833195, 49855838	8746	8030	155.11	155.11
RAIN FOR RENT		031050384	8747	7032	561.00	561.00
RYAN HERCO FLOW SOLUTIONS	CL2 PUMP	7923580	8748	8060	223.85	223.85
SPRINT	CELL PHONE SERVICE	JULY	8749	7013	140.78	140.78
STANLEY SECURITY	SECURITY - AUGUST	11490523	8750	7011	62.20	62.20
STATE FUND COMPENSATION	WORKERS' COMP	FY 14/15 DEPOSIT, JULY & AUGUST	8751	6080	19,737.89	19,737.89
VWR	LAB SUPPLIES	8058189295	8752	8040	58.63	58.63
WALLACE GROUP	FOG INSPECTIONS	JUNE	8753	7084	2,758.33	2,758.33
ENV. LAB ACCREDITATION PROGRAM	RENEWAL	1214-1413	8756	7068	1,907.00	1,907.00
SUB TOTAL		SUBTOTAL			105,042.16	105,042.16
PERS HEALTH	TRANSFER TO RABOBANK	HEALTH PREMIUMS AUGUST	8754	6010	13,657.81	21,194.26
PERS RETIREMENT	TRANSFER TO RABOBANK	RETIREMENT		6020	7,536.45	
Payroll Transfer	07/11/14 and 07/25/14	\$24,537.99 and \$23,841.41	8755	1016	48,379.40	48,379.40
GRAND TOTAL					\$ 174,615.82	\$ 174,615.82

We hereby certify that the demands numbered serially from 080614-8723 to 080614-8756 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

DATE: _____

Chairman

Board Member

Board Member

Secretary



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Subject: Superintendent's Report
August 1, 2014

Chart 1 – Plant Data

July 2014	FLOW MGD	Peak MGD	INF BOD mg/L	EFF BOD mg/L	INF TSS mg/L	EFF TSS mg/L	Fecal Coli	Cl2 lbs/day	
Average	2.38	3.8	371.4	25.98	390	35.2	139	158	
High	2.65	4.8	419	29.30	418	42.8	1600	395	
Limit	5.0			40/60/90		40/60/90	2000		
1 st Half									
Average	2.37	3.8	390.7	27.9	404	33.5	66	151	
High	3.24	4.8	540	34.1	560	46.5	1600	500	

Limit – 40/60/90 represent NPDES Permit limits for the monthly average, weekly average, and instantaneous value for plant effluent BOD and TSS.

Plant processes continue to perform well. We are currently using both primary clarifiers. July's testing results are consistent with the results from the first six months of 2014.

Projects

- Staff will be inspecting the influent slide gate this week. Gate does not seal completely at this time.

- Staff performed video inspection of pipe that goes from H/W to splitter box. 250 feet of pipe were viewed. No major deformities.
- Influent Pump Station – Staff installed two more VFDs* for the raw sewage pumps. All pumps now have new VFDs.
- Staff completed installation #3 FFR pump piping. FFR pumps #1 and #3 will receive new VFDs.
- Staff replaced the back-up chlorine analyzer with an ORP type system. This new system requires much less maintenance and no chemical reagents. It is also far more reliable than the previous system.

VFDs – Variable Frequency Drives allow us to vary the speed of motors on pumps and other equipment. This gives us the ability to match pumping rates with the different flow rates throughout the day.

Maintenance

- Staff replaced remote control unit on front gate.
- Staff performed a hydraulic flush of the trickling filter.
- Staff cut back tree line in flare area.
- Repaired leak on Ahmiad filter.
- Load test performed on Emergency generator.
- Johnson Boiler replaced flow sensor on boiler.
- Power outage on 7/15/2014. Emergency generator operated as designed.
- Replaced belts on FFR#2 fans.
- Sent sludge mixing pump out for new seal. Pump has been reinstalled.
- Exercised all sludge valves.
- Replaced raw sewage grinders at headworks.(Scheduled)
- Replaced 50 hp motor on centrifuge due to a seal failure.
- Repaired VFD on sludge conveyor.
- Replaced Chlorine pump.

On July 4, 2014 staff discovered spray paint on mixing building and other structures. The vandalism was reported to the SLO Co. Sheriff. Staff removed the paint from all structures.

Staff has observed a homeless encampment just outside the fence on near the FFR. Sheriff's Office was notified on July 29th. No response as of the time of this report.

Staff is preparing to purchase a 2013 Ford F-150 from Mullahey Ford in AG. This is a budgeted expenditure and is a scheduled Capital Replacement Item in the District's Pro Forma. This vehicle will replace the 1999 F-150 truck. The current truck has over 90,000 miles driven. The budgeted amount for the new truck is \$ 30,000.00. The actual total cost of the replacement vehicle is 23,186.78 including taxes and licenses. This is \$6,813.22 below budget. The replacement vehicle is preowned with only 5,900 miles on the

odometer. Staff requested and received a CarFax report on the vehicle. Staff also checked with Kelly Blue Book and Edmonds.com to see what their suggested prices were for a vehicle like the one we are purchasing. The price we are paying is very good according to those sources. Staff also compared our price to comparable vehicles at Perry Ford and Vreeland Ford and found that we had received a good price.

Best regards,

John Clemons
Superintendent



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Staff Report

To: Board of Directors
From: Richard Sweet, PE, District Manager
Date: August 6, 2014

Subject: **AGREEMENT WITH COUNTY OF SAN LUIS OBISPO FOR LEASE OF
A DISTRICT SLUDGE DRYING BED**

RECOMMENDATION:

That the Board approve an agreement with the County of San Luis Obispo for lease of a District sludge drying bed.

BACKGROUND

Maintenance of flood control facilities by the County benefits the District by keeping debris from storm flows out of District facilities and placing the plant in the best possible position in flood events. The County of San Luis Obispo requires a location to dry debris removed from storm control facilities. The District has excess sludge drying capacity at the wastewater treatment plant.

DISCUSSION:

County and District staff have engaged in discussions for the County to utilize a single of the District's sludge drying beds to dry material the County removes from flood control facilities. The County has agreed to pay the District \$150 per month for the use of the drying bed. Due to the District's ability to utilize the District's centrifuge for drying of sludge, there is no risk to dedicating the use of a drying bed to the County. Terms of the agreement with the County have been negotiated consistent with Board direction. A copy of the proposed agreement is attached.

OPTIONS

1. Direct the District to renegotiate the terms of the agreement.
2. Decline to enter into an agreement with the County for the County's use of a single District sludge drying bed.

Richard G. Sweet, PE
District Manager

Attachment: Proposed Agreement with the County of San Luis Obispo

LEASE AGREEMENT

This LEASE AGREEMENT is entered into by the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, herein referred to as “Lessor” or “SSLOCSD”, and COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PUBLIC WORKS, herein referred to as “Lessee”,

WITNESSETH:

1. LEASED LAND. Lessor hereby leases to Lessee certain real property, herein referred to as the “Property”, which includes access to the Property during the Lessor’s normal operating hours. The Property consists of one pre-existing sludge storage bed at SSLOCSD waste water treatment plant, located on the parcel identified by APN No. 061-093-047 and specifically identified in Exhibit A.
2. TERM. The term of this lease shall commence on _____, 2014.
3. RENT. Lessee shall pay Lessor the sum of \$150.00 per month, with the first payment due on _____, 2014 and subsequent payments due in advance on the 1st of each month. Lessor will handle any prorating of rent. Payments shall be sent to SSLOCSD at PO Box 339 Oceano, California 93475.
4. ASSIGNMENT OR SUBLEASE. Lessee agrees not to assign this lease or sublet any part of the leased land without the advance written consent of Lessor.
5. USE OF LEASED LAND. The Property shall not be used for any use other than the storage, leaching, drying and removal of sediment materials associated with maintenance of county storm drainage facilities related to Lessee’s road division. Included in the terms of the RENT, the Lessor agrees process the leachate through their waste treatment facility with the understanding that it must be compliant with their permitting requirements.
6. REPAIRS. Lessee agrees to repair, or reimburse Lessor all reasonable costs, related to damages which are a direct result from Lessee’s use of Property. Furthermore, at his expense, Lessee shall maintain the Property and all improvements thereon in a neat, reasonably clean, sanitary, tidy, orderly and attractive condition.
7. TERMINATION FOR DEFAULT. Time is of the essence of this lease and in the event Lessee shall fail to pay any rent due or comply with any condition or covenant in this lease, Lessor may terminate said lease by giving ten days written notice to the Lessee, during which period of ten

days the Lessee shall have the privilege of curing and remedying any such default.

8. COMPLIANCE WITH LAW. During the term of this lease, Lessee hereby agrees to comply at his expense with all applicable laws, regulations, permits and orders relating to zoning, health, nuisance, fire and safety so far as the leased land is or may be concerned and to save and hold Lessor harmless from all penalties, fines or costs from violation of not complying with the same.
9. SOLE AND ENTIRE AGREEMENT. This Agreement constitutes the sole and entire agreement between the parties.
10. PRIOR LEASE (S) ARE NULL AND VOID. This Lease Agreement supersedes, voids, and nullifies all provisions of any prior leases(s) affecting the Property.
11. OIL AND MINERAL RIGHTS. Lessor reserves all oil and mineral rights on said leased land.
12. INSPECTION. Lessor reserves for itself and its agents the right to pass through the leased land at reasonable times for the purpose of inspecting said premises.
13. INDEMNIFICATION. To the fullest extent permitted by Laws and Regulations, COUNTY shall indemnify and hold harmless SSLOCSO from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this LEASE, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of COUNTY, or any individual or entity directly or indirectly employed by IT to perform any of the Work or anyone for whose acts any of them may be liable.
14. INSURANCE. COUNTY shall procure and maintain, in insurance companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage, written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:
 - Commercial General Liability Insurance (ISO Form CG 0001 11/85)
 - \$1 Million per occurrence

- \$2 million in the aggregate
- Commercial Automobile Liability Insurance (ISO Form CA 0001 12/90)
 - \$1 Million per accident
- Workers' Compensation Insurance
 - Statutory
- Employer's Liability Insurance
 - \$1 Million policy limit

The Commercial General and Commercial Automobile liability policies shall be endorsed to include the following:

- SSLOCSD, its officers, directors, employees and agents shall be named as Additional Insureds under ISO Form CG 2010 11/85 or its equivalent; and
- The coverage afforded COUNTY shall be primary and non-contributing with any other insurance maintained by SSOLCSD.
- If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

Prior to commencing work under this Agreement, COUNTY shall provide SSLOCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give SSLOCSD an unqualified thirty (30) days advance written notice by the insurer prior to any cancellation of the policy.

All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. 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 COUNTY hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above written.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Superintendent Lessor

County of SLO Lessee

APPROVED AS TO FORM:

District Manager

EXHIBIT A





SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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Staff Report

To: Board of Directors
From: Richard Sweet, PE, District Manager
Date: August 6, 2014

Subject: **DISTRICT COUNSEL REQUEST FOR RATE INCREASE**

RECOMMENDATION:

That the District Counsel Michael W. Seitz with the firm of Shipsey and Seitz, Inc be granted a request for a rate increase from \$170 to \$176 per hour for standard legal representation and \$140 to \$150 per hour for attendance at District Board meetings.

BACKGROUND

In January 2012, the Board entered into a contract with Shipsey and Seitz, Inc to have Michael W. Seitz serve as District Counsel. Terms of the contract dictated the rate for counsel would be \$170 per hour for standard legal representation and \$140 per hour for attendance at District Board meetings. In addition, the contract specified an annual rate increase occur annually in July commencing in 2012 based on the Consumer Price Index from the proceeding February. Given the terms of the contract, the rate due in July of 2014 for standard legal representation would be \$183.90 and \$151.41 for attendance at District Board meetings.

DISCUSSION:

In spite of the terms of the contract, District Counsel is only requesting a rate of \$176 per hour for standard legal representation. This is \$7.90 cents per hour less then specified under the terms of the contract. Counsel is requesting \$150 per hour for attendance at District Board meetings. This is \$1.41 per hour less then specified under the terms of the contract.

The Board recently provided Counsel a favorable evaluation. Given the favorable evaluation and the request for rates less than those identified within the contract for Counsel, it is recommended that the request be granted.

OPTIONS

1. Grant Counsel rates as specified within the Contract for Counsel: \$183.90 for standard legal representation and \$151.40 for attendance at District Board Meetings.
2. Deny any rate increases for Counsel.

Richard G. Sweet, PE
District Manager