



**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.us

**AGENDA
BOARD OF DIRECTORS MEETING**

VIRTUAL ZOOM MEETING

You are invited to a Zoom webinar.

When: Jun 3, 2020 06:00 PM Pacific Time (US and Canada)

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_UFhrjj5XQ-e-qomnV8gGgw

Upon registration at the above link you will be e-mailed the necessary access information for the meeting.

Wednesday, June 3, 2020 at 6:00 p.m.

Board Members

Caren Ray Russom, Chair
Jeff Lee, Vice Chair
Linda Austin, Director

Agencies

City of Arroyo Grande
City of Grover Beach
Oceano Community Services District

Alternate Board Members

Barbara Nicolls, Director
Lan George, Director
Shirley Gibson, Director

City of Grover Beach
City of Arroyo Grande
Oceano Community Services District

-
- 1. CALL TO ORDER AND ROLL CALL**
 - 2. PLEDGE OF ALLEGIANCE**
 - 3. AGENDA REVIEW**
 - 4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA**

Public Participation:

In order to prevent and mitigate the effects of the COVID-19 pandemic, the District, in accordance with Executive Order N-29-20, will not make available a physical location from which members of the public may observe the meeting and offer public comment. Remote public participation is allowed in the following ways:

Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the District Secretary at amy@sslocsd.us prior to the

meeting and will be published on the District website. Agenda correspondence received less than 3 hours before the meeting start time may not be posted until after the meeting. Members of the public may watch the meeting either on cable Channel 20 or as streamed on SLOSPAN <https://slo-span.org/static/index.php>

Alternatively, members of the public may watch the meeting and speak during general Public Comment or on a specific agenda item by logging in to the Zoom webinar using the information provided below. Please use the “raise hand” feature to indicate your desire to provide public comment. Each speaker will be allowed three minutes to provide input.

Please click the link below to register and join the webinar:

https://us02web.zoom.us/webinar/register/WN_UFhrjj5XQ-e-qomnV8gGgw

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.
- Direct Staff 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 Administrator or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

5. 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.

- 5A. Approval of Warrants
- 5B. Approval of Meeting Minutes of May 6, 2020
- 5C. Request Approval to Purchase Chemical Pumping Systems

6. ACTION ITEMS:

6A. PUBLIC HEARING AND ADOPTION OF RESOLUTION 2020-414 APPROVING THE FINAL BUDGET FOR FISCAL YEAR 2020/21

Recommendation: That the Board:

1. Review the Budget for Fiscal Year 2020-21, including revisions;
2. Open the public hearing to receive public input regarding the adoption of the Budget for Fiscal Year 2020-21;
3. Close the Public Hearing and direct revisions, if any, be incorporated into the Budget for Fiscal Year 2020-21; and
4. Adopt Resolution No. 2020-414 approving the Budget for Fiscal Year 2020-21.

6B. AUTHORIZING DISTRICT CHAIRPERSON TO EXECUTE LOAN DOCUMENTS FOR THE DISTRICT'S REDUNDANCY PROJECT

Recommendation: Adopt Resolution No. 2020-415 authorizing the Chairperson for the Board of Directors to sign approval and acceptance forms and other documents necessary to secure loans and issue and sell bonds associated with the District's Redundancy Project.

6C. APPROVAL OF LEGAL SERVICES CONTRACT WITH THE LAW FIRM OF JONES & MAYER

Recommendation: That the Board of Directors enter into a contract with the law firm of Jones & Mayer to provide General Counsel legal services to the South San Luis Obispo Sanitation District.

6D. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Recommendation: Receive and File.

7. BOARD MEMBER COMMUNICATIONS:

8. ADJOURNMENT:

The next regularly scheduled Board Meeting will be held July 1, 2020, at 6:00 pm. This meeting will be held either virtually via ZOOM or depending on the status of the COVID-19 Emergency at the Oceano Community Services District Board Room, 1655 Front Street, Oceano, California 93445

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
6/3/2020

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ALLIED ADMINISTRATORS	DENTAL	JUNE	051120-4518	6025	815.10	815.10
AQUATIC BIOASSAY	CHEMICAL ANALYSIS	SLO0420.0362	4519	7078	3,835.00	3,835.00
ARAMARK	UNIFORMS	04/24; 05/01	4520	7025	599.92	599.92
BRENNTAG	PLANT CHEMICALS	BPI44938	4521	8050	5,691.99	5,691.99
CAL COAST REFRIGERATION	EQUIPMENT MAINTENANCE	20-0179-1	4522	8030	1,744.23	1,744.23
CENTRAL COAST FENCE	STRUCTURE MAINTENANCE	7/29/1929	4523	8060	190.00	190.00
CHARTER	INTERNET AND PHONE	04/29/20-05/28/20	4524	7013	309.95	309.95
COASTAL ROLLOFF SERVICE	RUBBISH	APRIL	4525	7093	851.79	851.79
CULLIGAN/CCWT	EQUIPMENT RENTAL	APRIL	4526	7032	60.00	60.00
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	May-20	4527	7082	100.00	100.00
FIVE CITIES PLUMBING	STRUCTURE MAINTENANCE	Jun-24	4528	8060	473.00	473.00
GRAINGER	EQUIPMENT MAINTENANCE	9514707596; 9512404451	4529	8030	99.03	99.03
HACH	MEMBERSHIP	WIMS SERVICE	4530	7050	1,536.00	1,536.00
HAULAWAY	RENTAL EQUIPMENT	03/19/20-04/15/20	4531	7032	93.80	93.80
JAN PRO	STRUCTURE MAINTENANCE	May-20	4532	8060	268.00	268.00
MKN ENGINEERS	REDUNDANCY	APRIL	4533	20-7080	11,088.47	21,080.51
	COGEN	APRIL		26-8065	9,992.04	
OILFIELD ENVIRONMENTAL	CHEMICAL ANALYSIS	MULTIPLE	4534	7078	1,255.00	1,255.00
PACIFIC OVERHEAD DOOR	STRUCTURE MAINTENANCE	5751	4535	8060	245.12	245.12
PRAXAIR	EQUIPMENT RENTAL	96199920	4536	7032	33.16	33.16
READY REFRESH	ADMIN BUILDING SUPPLIES	03/25/20-4/24/020	4537	8045	158.32	158.32
R.S. FIRE PROTECTION	SAFETY SUPPLIES	A5520X1	4538	8056	330.00	330.00
SO CAL GAS	UTILITY GAS	03/31/20-04/29/20	4539	7092	2,480.45	2,480.45
SO CO SANITARY	RUBBISH	APRIL	4540	7093	391.48	391.48
STANLEY	ALARMS	MAY	4541	7011	75.55	75.55
STATE FUND INSURANCE	WORK COMP	MAY	4542	6080	1,706.33	1,706.33
THOMA ELECTRIC	ELECTRICIAN	Jun-20	4543	7062	409.50	409.50
UMPQUA	CREDIT CARD	APRIL	4544	MULTIPLE	1,014.67	1,014.67
VWR	LABORATORY SUPPLIES	2020-025	4545	8040	279.13	279.13
WEST COAST INDUSTRIAL	EQUIPMENT MAINTENANCE	63165	4546	8030	185.62	185.62
WINEMA INDUSTRIAL SUPPLY.	SAFETY SUPPLIES	4447	4547	8056	407.55	407.55
SUB TOTAL					\$ 46,720.20	\$ 46,720.20
SSLOCSO	APRIL TRANSFER	PAYROLL	4548		68,468.26	103,346.64
		RETIREMENT		6060	16,015.68	
		MEDICAL		6010	17,986.06	
		LIFE INSURANCE			64.17	
		MEDICAL REIMBURSEMENT			812.47	
SUB TOTAL					103,346.64	103,346.64
TOTAL					\$ 150,066.84	150,066.84

We hereby certify that the demands numbered serially from 051120-4518 to 051120-4548 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



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

SUMMARY ACTION MINUTES Virtual Zoom Meeting of Wednesday, May 6, 2020

1. CALL TO ORDER AND ROLL CALL

Chair Ray Russom called the meeting to order and recognized a quorum.

Present: Caren Ray Russom, Chair, City of Arroyo Grande
Jeff Lee, Vice Chair, City of Grover Beach
Linda Austin, Director, Oceano Community Services District

District Staff: Jeremy Ghent, District Administrator
Mychal Jones, Plant Superintendent
Keith Collins, District Legal Counsel
Amy Simpson, District Bookkeeper/Secretary

2. PLEDGE OF ALLEGIANCE

Director Austin led the Pledge of Allegiance.

3. AGENDA REVIEW

Interim general counsel Collins announced that the agenda posted and made available 72 hours in advance complies with the relaxed provisions of the Brown Act pursuant to the Governors recent orders. The agenda contains a link with how the public can access and participate in this current meeting. The orders do not require telephone access be provided there is a way for the public to electronically participate in the meeting.

4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

Robert Lloyd from AGP Video thanked the Board for trusting AGP with the Zoom process of the meeting and apologized for any inconvenience they have caused in the noticing of the meeting.

5. CONSENT AGENDA:

5A. Approval of Warrants

5B. Approval of Meeting Minutes of March 4, 2020

The Board took a break to deal with technical difficulties regarding phone lines.

The Chair reopened the comment period.

Julie Tacker commented on difficulties getting into the meeting.

Acting Attorney Collins responded that the agenda contained two ways for the public to participate as required by the Governors relaxed Brown Act noticing guidelines. The two options were by email and zoom. The agenda is compliant with the relaxed guidelines of the Brown Act.

Cynthia Replogle provided comment and said she was able to enter the meeting with no difficulties.

Chair Ray Russom asked for clarification of the difference between Structure Maintenance and Equipment Maintenance.

Administrator Ghent clarified that Structure Maintenance is for planned maintenance of physical structures, Equipment Maintenance is for maintenance on pieces of equipment and the Emergency Equipment Repair is for the repair of the ocean outfall line that is shared with the City of Pismo Beach.

Motion: Chair Ray Russom motioned to approve the consent agenda.

Second: Director Lee

Action: Approved unanimously by roll call vote.

6. ACTION ITEMS:

6A. 2020/21 FISCAL YEAR BUDGET; SET PUBLIC HEARING FOR JUNE 3, 2020

Recommendation:

1. That the Board Provide Input Regarding the Proposed 2020-21 Fiscal Year (FY) Budget and,
2. Set a Noticed Public Hearing for June 3, 2020.

Administrator Ghent opened this item and handed it over to Bookkeeper Simpson who provided a PowerPoint presentation. The proposed budget is balanced with revenue and expenses both at \$24,485,000 with a Net of \$0.

The Board provided their comments regarding the Expansion Fund anticipated funding, Capital Outlay and Redundancy Designations.

Administrator Ghent said Resolutions will be brought back to the Board for adoption regarding anticipated funding for the Redundancy Project. He also clarified that the revenue from the rates and charges that are not spent are designated to the Redundancy Project.

Director Lee asked if this was an acceptable way of noticing a Public Hearing.

Acting Attorney Collins responded that the noticing of the Public Hearing is compliant and if things change between now and June it will be re noticed.

Motion: Director Lee made a motion to set a Noticed Public hearing for June 3, 2020 for possible adoption of the 2020/21 Fiscal Year Budget.

Second: Director Austin

Action Approved unanimously by roll call vote.

6B. CLARIFICATION OF TRANSFER PRESENTED AS ITEM 6A. SECOND QUARTER (Q2) BUDGET REVIEW AT THE BOARD MEETING OF MARCH 4, 2020.

Administrator Ghent introduced this item and turned it over to Bookkeeper Simpson who presented the item. She reported that the transfer to Fund 20 will occur at end of the year instead of quarterly and this will have no fiscal impact on the budget.

Director Ray Russom commented on the use of the word comingled.

Administrator Ghent clarified that the red negative number is money that was not spent. Fund 20 has no revenue except money transferred from Fund 19. The reason it is negative is that it is an account that is growing. Going forward, transfers of actual expenses will occur at the end of the year to prevent showing a negative number.

Julie Tacker commented on the expected date of the Redundancy funding.

Administrator Ghent responded that the bond funding course of action is to wait until we receive bid results to issue bonds and generate revenue. The timeline appears to be August to bid and October to award.

Action Receive and file.

6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Administrator Ghent presented the Administrators Report. He said the Redundancy contractor prequalification efforts resulted in 5 contractors being prequalified for bidding. The Joint Council Meeting/Public Forum for Central Coast Blue will be rescheduled for a later date. He said staff is currently negotiating contract terms with the top ranked law firm for General Legal Counsel. Also, he receives Covid-19 updates via a daily phone call with County OES. He also said the District is participating in a Covid-19 study.

The Board provided comments on the pre-qualification effort, Fish and Wildlife Permit, the bidding environment, bond council and favorable interest rates, the project labor agreement.

Superintendent Jones presented the Plant Operations Report. He reported that the District met the permit requirements. He reported that there was an unauthorized discharge of fully treated wastewater caused by a pipe coupling. He reported on the emergency outfall repair, modified staffing due to Covid-19 and the Primary Clarifier No. 2 Rehabilitation and Coatings project.

The Board provided comment.

Julie Tacker commented on bond counsel and the Central Coast Blue Project.

Administrator Ghent said bond counsel is Jones Hall.

Action: The Board received and filed this report.

None.

7. BOARD MEMBER COMMUNICATIONS

None.

8. ADJOURNMENT:

7:34 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

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

STAFF REPORT

Date: June 03, 2020

To: Board of Directors

From: Jeremy Ghent, District Administrator

Via: Mychal Jones, Plant Superintendent

Subject: **REQUEST APPROVAL TO PURCHASE CHEMICAL PUMPING SYSTEMS**

RECOMMENDATION:

1. That the Board of Directors approve and authorize the District Administrator to purchase two new chemical pumping systems from Hopkins Technical Products, Inc. in the amount of \$32,792.44 (Includes 7.25% tax for Oceano, CA)

BACKGROUND AND DISCUSSION:

The District budgeted for the replacement of its existing chemical pumping systems. The existing chemical pumping systems have reached the end of their service life and are due for replacement. Staff is seeking to replace our existing chemical pumping systems with two new chemical pumping systems of similar capacity and capability. Each of the two new chemical pumping systems are provided with a redundant pump which can be used in the event of failure or for maintenance purposes.

Two vendors, Hopkins Technical Products, Inc. and Lutz-JESCO America Corporation submitted quotes. The quote from Hopkins Technical Products, Inc. was \$30,575.70 (Attachment No. 1), and the quote from Lutz-JESCO America Corporation was \$28,964.00 (Attachment No. 2). Both quotes meet the requirements and specifications of the District.

The District selected Hopkins Technical Products, Inc. for the following reasons:

- Current system used by the District
- Low maintenance costs
- Multiple maintenance and repair parts already in stock
- Operations staff are proficient in the maintenance and operation of the systems

FISCAL CONSIDERATION:

This item is included in the Adopted Budget for Fiscal Year 2019/20, under Fund 26, Account No. 26-8065.

Attachments:

Hopkins Technical Products, Inc. Quote
Lutz-JESCO America Corporation Quote



Date:02-04-2020

Quote #: HTP-23373

South San Luis Obispo County Sanitation District
1600 Aloha Place
Oceano, CA 93445

Attn: J Mychal Jones, Jr., Mychal@sslocsd.us
Phone #: 805-489-6666

Mychal, I am pleased to offer you the following pumps for your favorable review. Pumps will work both in Sodium Hypo-Chlorite and Sodium Bisulfite. Please do not hesitate to contact me with any questions.

SECTION 001: ** Hypo and Bisulfite Skid-Sigma **

P1_075_HYPO_PE100/VITON_PD

3/4" PE100RC Single Pump System
PP/PE Fusion welded skid base for motor driven pumps
(30"W x 30"D x 60"H)
PE100 fusion weld pipe and fittings
One Y-strainer
One 2,000ml PVC cal-column w/PE100 connection
One Pressure gauge with isolator and PE100 connection
One pressure relief valve
One Back pressure valve
One Pulsation Dampener w/PE100 connection
PE100/RC Vented Ball Valves

Additional Items:

- (1) Skid mounted 1-pump terminal box
- (1) Universal control cable

Note:Plumbing and components rated at 150 PSI regardless of pump pressure.

<u>Material:</u>	<u>Qty</u>
DO000006	2

TERMINAL BOX KIT, 1 PUMP, NON-GFI RECEPT

<u>Material:</u>	<u>Qty</u>
7745878	2

Deaeration Valve Kit: DN15 CPVC

<u>Material:</u>	<u>Qty</u>
7744260	2

Sigma/2 Control version b

The Sigma/2 motor-driven diaphragm metering pump features a high strength inner housing for the mechanically loaded parts and an additional plastic housing to protect it from corrosion.

The pump capacity is adjusted via the stroke length (5 mm), in 0.5% increments, with a self-locking rotary dial.

Flow:

35.9GPH

/ 136L/H

Pressure:

145PSI /

10BAR

Options Included:

- Liquid End Materials	PV	PVDF
- Seal	T	PTFE seals
- Diaphragm Type	S	Safety Diaph w/ visual indicator
- Liquid End Options	0	Without valve springs
- Hydraulic Connection	7	PVDF clamping nut & insert
- Labeling	0	Standard logo
- Voltage Supply	U	115 - 230V, 1 ph, 50/60 Hz
- Cable and Plug	D	North American plug, 115V, 2m
- Relay	8	4-20mA out+fault/pacing relay
- Control Variants	1	Option 0 + analog control
- Overpressure Shut-off	0	without overpressure shut-off
- Operating Unit (HMI)	0	HMI w.Click Wheel (0,5m cable)
- Access Code	1	Access code
- Language	EN	english

Material:

Qty

S2CBH16130PVTS070UD81001EN

2

SECTION 001 Sub Total:

Total

Net: \$30,575.70

SECTION 002: ** Hypo and Bisulfite Skid-Dulcoflex **

P1_075_HYPO_PE100/VITON_PD

3/4" PE100RC Single Pump System
PP/PE Fusion welded skid base for motor driven pumps
(30"W x 30"D x 60"H)
PE100 fusion weld pipe and fittings
One Y-strainer
One 2,000ml PVC cal-column w/PE100 connection
One Pressure gauge with isolator and PE100 connection
One pressure relief valve
One Back pressure valve
One Pulsation Dampener w/PE100 connection
PE100/RC Vented Ball Valves

Additional Items:

(1) Skid mounted VFD

Note: Plumbing and components rated at 150 PSI regardless of pump pressure.

<u>Material:</u>	<u>Qty</u>
DO000032	2

DULCO®flex DFBu Peristaltic Pump

The DulcoFlex DFB is a versatile peristaltic pump, which incorporates both hose and tubing technology. The unique roller design offers a lubricant-free housing unlike typical shoe pumps. With pressures up to 116 psi and flow rates to 385 gph, the DFB is a great choice for pumping abrasive chemicals, such as inks, slurries, along with sheer sensitive polymers. On customer request, DFBu pumps can be equipped with a controller for precise batch metering. The pumps can be equipped with a Halar-coated pump housing for use in industrial chemical applications.

Flow: 136.3 lph / 36.0 gph

Pressure: 4 BAR / 60 PSI

Options Included:

- speed	024	24 rpm
- motor type	2	TEFC 230-460/3/60 1000:1
- hose material	H	Hypalon
- hydraulic connection	F	PVDF NPT
- base plate	4	base plate, PP
- leakage detector	L	leakage detector
- Orientation	R	right (Standard)
- VFD Control	3	Advanced VFD 115/1/60
- special version	H	chemical version(Halar coated)
- discharge pressure	2	60 PSI
- approval	01	CE

<u>Material:</u>	<u>Qty</u>
DFBU0160242HF4LR3H2	2

SECTION 002 Sub Total:

Total

Net: \$34,523.10

Terms and Conditions:

Net 30 Days.

Quote is valid for 30 days.

State and Local taxes and fees are NOT included.

F.O.B.: Pittsburgh, PA.

Freight: Prepay and add.

Delivery: 4 to 6 weeks ARO, Best Way.

PLEASE SEND ALL ORDERS TO: mike@htpinc.com, Ph: #661-440-6181.

PLEASE INCLUDE THIS QUOTATION AND YOUR CURRENT CONTACT/SHIPPING INFORMATION ALONG WITH YOUR ORDER.

* Please review all items for correct specifications and or conditions. All returned items will be charged a 25% restocking charge.

* All electrical and 4-20 mA connections must be correct before connecting any piece of equipment or non-warranty damage may result.

* Any modification to factory pre-engineered skids will result in voiding any equipment warranty.

* Field Start-Up and Training are Not Included in this quotation unless otherwise stated herein.

* Please contact Hopkins Technical Products for Start-Up and Training charges applicable to this quotation of equipment.

* Equipment start-up is at \$120.00 Hr. plus travel and expenses.

Mike Thibodeaux
Sales Representative
Hopkins Technical Products, Inc.
mike@htpinc.com
Cell #: 661-440-6181

Lutz-JESCO America Corporation

55 Bermar Park, Rochester, NY 14624

Phone: (585) 426-0990 Ext 129, Fax: (585) 426-4025



Quote #: 69728

To: JBI

Attn: Simon Morris

Project: SSLOCSD WWTP

From: Rick DeRosa

Date: May 20, 2020

Lutz-JESCO America Corporation is pleased to offer you the following proposal for your chemical feed project. Please feel free to contact me if you have any questions.

Our proposal only includes the components noted and or quoted. Items or services not noted must be supplied by others. Errors that result from specification sections or drawings not provided at time of quote are not the responsibility of Lutz-JESCO America.

Estimated Shipping:

Submittals 2 Week/Lead-Time 6-8 Weeks After Drawing Approval

Firm shipping schedule determined at time of release to manufacture.

Delivery is based on the quantity quoted.

Shipping Terms:

EXW Rochester, NY

Equipment offered is guaranteed based on the information provided at the time of quote. Data "N/A" is required to validate warranties at time of order. Standard items returned unused within the warranty period will be subject to a 20% re-stocking fee. Special items returned unused within the warranty period will be subject to a 100% re-stocking fee.

Payment:

Orders less than \$100,000: Net 30

Orders greater than \$100,000: terms below

30% due prior to shipment

60% due net 30 days

10% due net 60 days or after successful start-up

Quote Validity:

Firm 30 Days

Price, Terms and Conditions are subject to revision if customer does not release for manufacture at time of order placement or drawings are not approved within 30 days of customer receipt, or customer holds up manufacturing or shipment for more than 30 days.

Best regards,

Rick DeRosa

Application Engineer

www.lutzjescoamerica.com

Lutz-JESCO America Corporation

55 Berman Park, Rochester, NY 14624
Phone: (585) 426-0990 Ext 111, Fax: (585) 426-4025

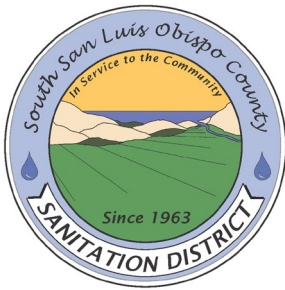


Quote #: 69728
Project: SSLOCSD WWTP

Date: May 20, 2020

Qty	Description
2	<p><u>SODIUM HYPOCHLORITE 37 GPH</u></p> <p>MEMDOS LA 150 PVC/FPM Motor-driven diaphragm dosing pump Product: MEMDOS Delivery rate: 41 GPH at 50/60 Hz against max. 5 bar PVDF/FPM Material dosing head and valves: PVDF Electric drive: 120 V 1ph 50/60 Hz 0.37 kW with motor 0.18 kW Electric connection: 1.8 m mains cable with plug, USA (for 120 V AC) Suction valve:double-ball ceramic/FPM (ball/gasket) Discharge valve:double-ball ceramic/FPM (ball/gasket) Material suction connection: PVDF Suction connection: Hose clamp connection 3/8" x 1/2" Material discharge connection: PVDF Discharge connection: Hose clamp connection 3/8" x 1/2" Functions: Stroke frequency adjustable via potentiometer 0 - 100 % Signal-LED's for status, operation and error indication Analogue input 0/4 – 20 mA Level input with main alarm Release input for external start/stop Stroke feedback output Alarm relay output Analogue output 0/4 – 20 mA NSF</p>
1	<p>1 PUMP SKID CFS INCLUDES: HPDE WELDED FLOOR MOUNT FRAME SCH. 80 PVC/VITON PIPING SUCTION HEADER WITH PVC BALL VALVES SUCTION ROUTES WITH PVC BALL VALVES Y-STRAINER, SUCTION SIDE DISCHARGE ROUTES WITH BALL VALVES 1 CALIBRATION COLUMN CLEAR PVC 1 PRESSURE RELIEF VALVES, PVC 1 PULSATION DAMPENERS, PVC 1 PRESSURE GAUGE AND ISOLATOR 1 BACK PRESSURE VALVES, PVC</p>
1	JUNCTION BOX FOR PUMP FIELD INTERFACE
1	FLOW METER WITH INDICATOR AND 4 - 20MA OUTPUT
2	<p><u>SODIUM BISULFITE 37 GPH</u></p> <p>MEMDOS LA 150 PVC/FPM Motor-driven diaphragm dosing pump Product: MEMDOS Delivery rate: 41 GPH at 50/60 Hz against max. 5 bar PVDF/FPM Material dosing head and valves: PVDF Electric drive: 120 V 1ph 50/60 Hz 0.37 kW with motor 0.18 kW Electric connection: 1.8 m mains cable with plug, USA (for 120 V AC) Suction valve:double-ball ceramic/FPM (ball/gasket) Discharge valve:double-ball ceramic/FPM (ball/gasket) Material suction connection: PVDF Suction connection: Hose clamp connection 3/8" x 1/2" Material discharge connection: PVDF Discharge connection: Hose clamp connection 3/8" x 1/2" Functions: Stroke frequency adjustable via potentiometer 0 - 100 % Signal-LED's for status, operation and error indication Analogue input 0/4 – 20 mA Level input with main alarm Release input for external start/stop Stroke feedback output Alarm relay output Analogue output 0/4 – 20 mA NSF</p>
1	<p>1 PUMP SKID CFS INCLUDES: HPDE WELDED FLOOR MOUNT FRAME SCH. 80 PVC/VITON PIPING SUCTION HEADER WITH PVC BALL VALVES SUCTION ROUTES WITH PVC BALL VALVES Y-STRAINER, SUCTION SIDE DISCHARGE ROUTES WITH BALL VALVES 1 CALIBRATION COLUMN CLEAR PVC 1 PRESSURE RELIEF VALVES, PVC 1 PULSATION DAMPENERS, PVC</p>

	1 PRESSURE GAUGE AND ISOLATOR	
	1 BACK PRESSURE VALVES, PVC	
1	JUNCTION BOX FOR PUMP FIELD INTERFACE	
1	FLOW METER WITH INDICATOR AND 4 - 20MA OUTPUT	
	FREIGHT	
	FIELD SERVICE (1 Trip, 3 Days. 2 days installation oversight and 1 day warranty certification and operator training)	
Total		\$28,964.00



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

STAFF REPORT

Date: June 3, 2020
To: Board of Directors
From: Jeremy Ghent, District Administrator
Subject: **PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 2020-414
APPROVING BUDGET FOR FISCAL YEAR 2020-21**

RECOMMENDATIONS:

1. Review the Budget for Fiscal Year 2020-21;
2. Open the Public Hearing to receive public input regarding the adoption of the Budget for Fiscal Year 2020-21;
3. Close the Public Hearing and direct revisions, if any, be incorporated into the Budget for Fiscal Year 2020-21; and
4. Adopt Resolution No. 2020-414 approving the Budget for Fiscal Year 2020-21.

DISCUSSION:

On May 6, 2020, the Board reviewed and discussed the Draft Budget for Fiscal Year 2020-21. The District Budget for Fiscal Year 2020-21 is attached. This budget covers the period of July 1, 2020 through June 30, 2021. The budget will meet the operational, maintenance and capital needs of the District

Using past experience and professional judgement, the budget for Fiscal Year 2020-21 was prepared using conservative estimates and assumptions, mindful of the need to operate the facility in a safe, cost effective, efficient manner while complying with applicable federal, state and local requirements. Revenue values for wastewater and collection fees were obtained from the District's 2016 Rate Study/Ordinance No. 2016-01 approved by the Board on February 17, 2016.

Tabulated below are summary values extracted from the Consolidated Budget.

Consolidated Budget

Revenues by Fund Source

	Fund 19	Fund 20	Fund 26	Totals
Total Revenues	\$ 5,549,000	\$ 18,936,000	\$ -	\$ 24,485,000

Expenditures by Fund Source

Total Operating Expenditures	\$ 2,964,500	\$ -	\$ -	\$ 2,964,500
Total Capital Outlay	\$ 161,000	\$ 7,265,000	\$ 1,552,000	\$ 8,978,000
Total Other Funding and Uses	\$ 1,983,500	\$ 11,557,600	\$ (1,552,000)	\$ 11,989,100
Debt Service	\$ 440,000	\$ -	\$ -	\$ 440,000
MOU with City of Pismo		\$ 113,400	\$ -	\$ 113,400
Total Expense	\$ 5,549,000	\$ 18,936,000	\$ -	\$ 24,485,000

Net Income

	\$ -	\$ -	\$ -	\$ -
--	------	------	------	------

Fund 19

Fund 19 revenues are generated from primarily wastewater service charges. Other revenues are generated from brine disposal with minor contributions from lease payments and reimbursements.

Fund 19 supports the following general categories of District activities:

- Personnel – Salaries, Wages and Benefits and Other Personnel Costs
- Permits, Fees and Licenses
- Communications and Computer Support
- Administrative Costs, including Professional Services – Temporary Labor, Advertisements/Recruitment, Insurance Liability, Zone 1/1A Property Tax, Office and Safety Supplies
- Disposal Services – Solids Handling, Brine Disposal Sampling
- Utilities – Electricity, Gas, Rubbish, Water
- Maintenance, Tools and Replacements – Equipment and Structures Maintenance
- Materials, Services and Supplies – Plant Chemicals, Temporary Labor, Fuel
- Training, Education and Memberships – Professional Certificates/Licenses
- Scheduled Maintenance: \$195,000
- New Capital Equipment: \$161,000
- Transfer out of Fund 19 supports Fund 26 Projects - \$1,552,000

Staffing

Currently the District is fully Staffed. The staff roster consists of District Administrator (1), Secretary/Bookkeeper (1), Plant Superintendent (1), Plant Supervisor (1), Plant Senior Operator (1), Laboratory Technician (1), Operator in Training - Plant Operator II (3), There are nine (9) full time positions funded in the draft budget. All 9 positions are currently filled.

Due to the additional equipment and processes associated with the Redundancy Project it is anticipated that in FY 21/22 staffing will need to increase by one (1) to ten (10) full-time equivalent to provide adequate operations and maintenance.

POSITION	NUMBER	NAMES
District Administrator	1	Ghent
Secretary/Bookkeeper	1	Simpson
Wastewater Plant Superintendent	1	Jones
Laboratory Technician	1	Frost
Wastewater Plant Operations Supv.	1	Arias
Wastewater Plant Senior Operator	1	Jackman
Wastewater Plant Operator (OIT-II)	3	Romhild, DeLeon, Rigoni

Fund 20

The majority of Fund 20 revenue is from connection fees. A minor amount of revenue is received from interest on the fund balance account. This fund is the designated fund in support of the Redundancy Project.

This fund supports capacity, expansion, and studies.

- Memorandum of Agreement (MOA) with City of Pismo for a joint Environmental Impact Report (EIR)
- Wastewater Redundancy Project
- An expenditure of \$135,000 is proposed for expansion of the District's Supervisory Control and Data Acquisition (SCADA)

Fund 26

Fund 26 expenditures are wholly supported by transfers from other funds. The draft budget calls for a transfer from Fund 19 (\$1,552,000). Fund 26 has traditionally supported replacement projects.

Proposed Fund 26 Project Budgets:

- \$1,427,000 is proposed under Replacement & Improvement.

CAPITAL REPLACEMENT AND IMPROVEMENT			
ITEM	COST	ITEM	COST
ASKO Dishwasher	\$10,000.00	Lab Centrifuge	\$6,000.00
Brine Flow Meter	\$3,000.00	Lab Furnace	\$7,000.00
Clarifier #2 Sludge Pump	\$32,000.00	Reference Weights	\$2,000.00
Cogeneration Unit Design	\$100,000.00	Sludge Feed Pumps	\$50,000.00
Digester #2 Rehab	\$965,000.00	Sludge Bed Water Valve	\$15,000.00
Digester Sump Pump	\$25,000.00	Standby Water Well	\$12,000.00
FFR Distributor Drive Rehab	\$22,000.00	Street Sweeper	\$50,000.00
FFR Pump #1 Rehab	\$50,000.00	Telephone System	\$18,000.00
Influent Slide gate	\$60,000.00	TOTAL	\$1,427,000.00

- \$25,000 is proposed under Emergency Equipment Repair.
- \$100,000 is proposed under Trunk Sewer Maintenance.

Conclusion

The budget emphasizes operations, maintenance, and the redundancy project.

Attachments:

Budget for 2020/21 Fiscal Year

*South San Luis Obispo County Sanitation
District*

BUDGET

2020-21 Fiscal Year

**MEMBERS OF THE
BOARD OF DIRECTORS:**

Caren Ray Russom – Chair

Jeff Lee – Vice Chair

Linda Austin – Director

South San Luis Obispo County Sanitation District

PO Box 339

1600 Aloha Place

Oceano, CA 93445-9735

(805) 489-6666 Operations

(805) 481-6903 Business Office

(805) 489-2765 Fax

Table of Contents

Resolution Adopting the 2020-21 Fiscal Year Budget, (2020-414)	3
Notice of Public Hearing	5
Table of Organization	6
Accounting Funds	7
Consolidated Budget	8
Operating Fund 19	
Fund 19 Consolidated Budget	10
Fund 19 FY 2020-21 Budget Allocations	11
Fund 19 Cash Balance History	12
Ordinance Establishing Monthly Service Charges, (2016-01)	14
Expansion Fund 20	
Fund 20 Consolidated Budget	19
Fund 20 Cash Balance History	20
Memorandum Re: Use of Fund 20 dated 05/17/2016	21
Replacement Fund 26	
Fund 26 Consolidated Budget	24
Fund 26 Capital Replacement/Maintenance	25
Fund 26 Cash Balance History	26
Investment Policy	
Resolution Stating District Investment Policy, (2009-256)	28
Purchasing Policy	
Resolution Amending the Adopted Policies and Procedures for the Expenditures of District Funds for Supplies, Equipment, Construction, and Services (2019-410)	33

RESOLUTION NO. 2020-414

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH SAN LUIS OBISPO
COUNTY SANITATION DISTRICT
ADOPTING THE 2020-21 FISCAL YEAR BUDGET**

WHEREAS, The District is required, pursuant to State codes, to designate a financial budget for its expenditures and revenues; and

WHEREAS, such budgeting requires that proper methods be used for the acquisition and disbursements of District monies; and

WHEREAS, the District desires to make known its planned activities and associated costs for the 2020-21 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors, South San Luis Obispo County Sanitation District, San Luis Obispo County, California, as follows:

That the proposed budget titled, "South San Luis Obispo County Sanitation District, Fiscal Year Budget 2020-21" be adopted.

That the final budget be administered as established by past policies and practices.

PASSED AND ADOPTED at a Public Hearing held during the regular meeting of the South San Luis Obispo County Sanitation District on June 3, 2020.

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

AYES:
NOES:
ABSENT:
CONFLICTS:

Resolution 2020-414

CERTIFICATION:

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the South San Luis Obispo County Sanitation District held June 3, 2020.

**CHAIR OF THE BOARD OF DIRECTORS
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

ATTEST:

DISTRICT SECRETARY

APPROVED AS TO FORM:

BY:_____
DISTRICT COUNSEL

APPROVED AS TO CONTENT:

BY:_____
**JEREMY GHENT,
DISTRICT ADMINISTRATOR**

**NOTICE OF PUBLIC HEARING
SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT
ADOPTION OF FISCAL YEAR 2020-2021 BUDGET**

DATE: June 3, 2020
TIME: 6:00 p.m.
PLACE: Arroyo Grande City Council Chambers
215 E. Branch Street
Arroyo Grande, CA 93420

PLEASE TAKE NOTICE:

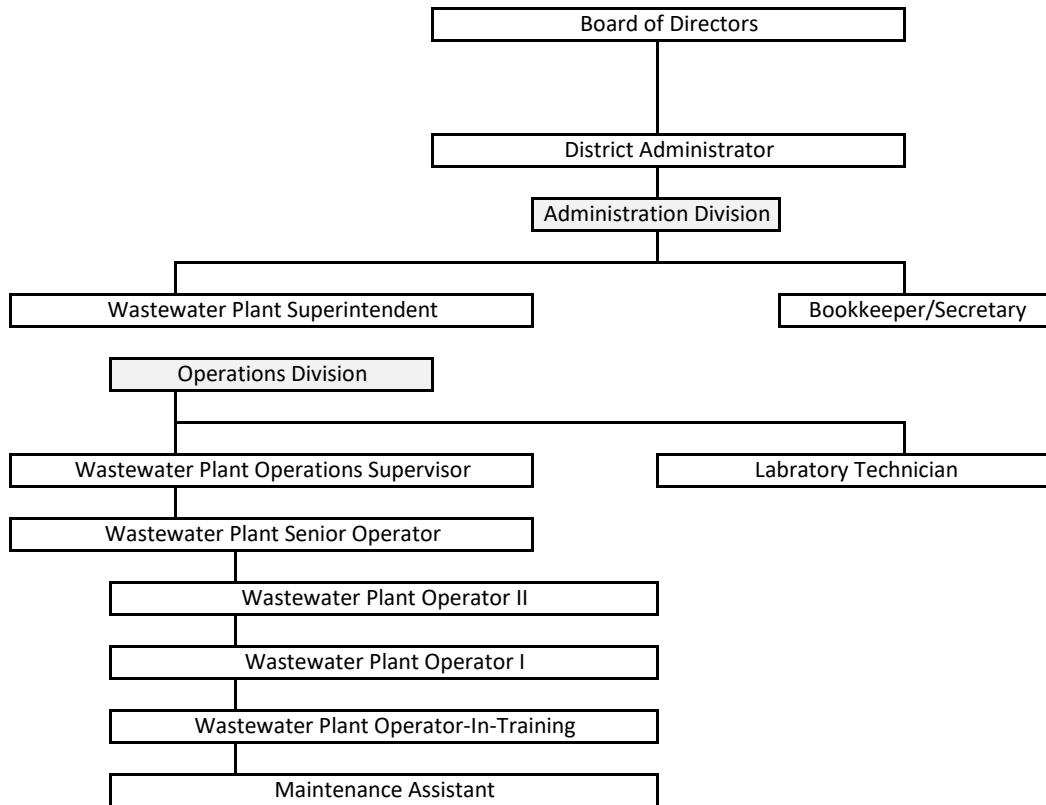
1. The District Administrator has prepared a proposed final Budget, which is available for inspection, during regular business hours, 7:30 a.m. to 4:00 p.m., Monday through Friday, at the District Office located at 1600 Aloha Place, Oceano, California.

At 6:00 p.m., on June 3, 2020, through a virtual Zoom meeting or at the Arroyo Grande City Council Chambers, 215 E. Branch Street, Arroyo Grande, CA, 93420, South San Luis Obispo County Sanitation District Board of Directors will meet to consider and to adopt the final Fiscal Year 2020-2021 Budget.

2. At the time and place specified in this Notice, any person may appear to be heard regarding any item in the Budget or regarding the addition of any other items.
3. The hearing on the Budget may be continued if necessary.

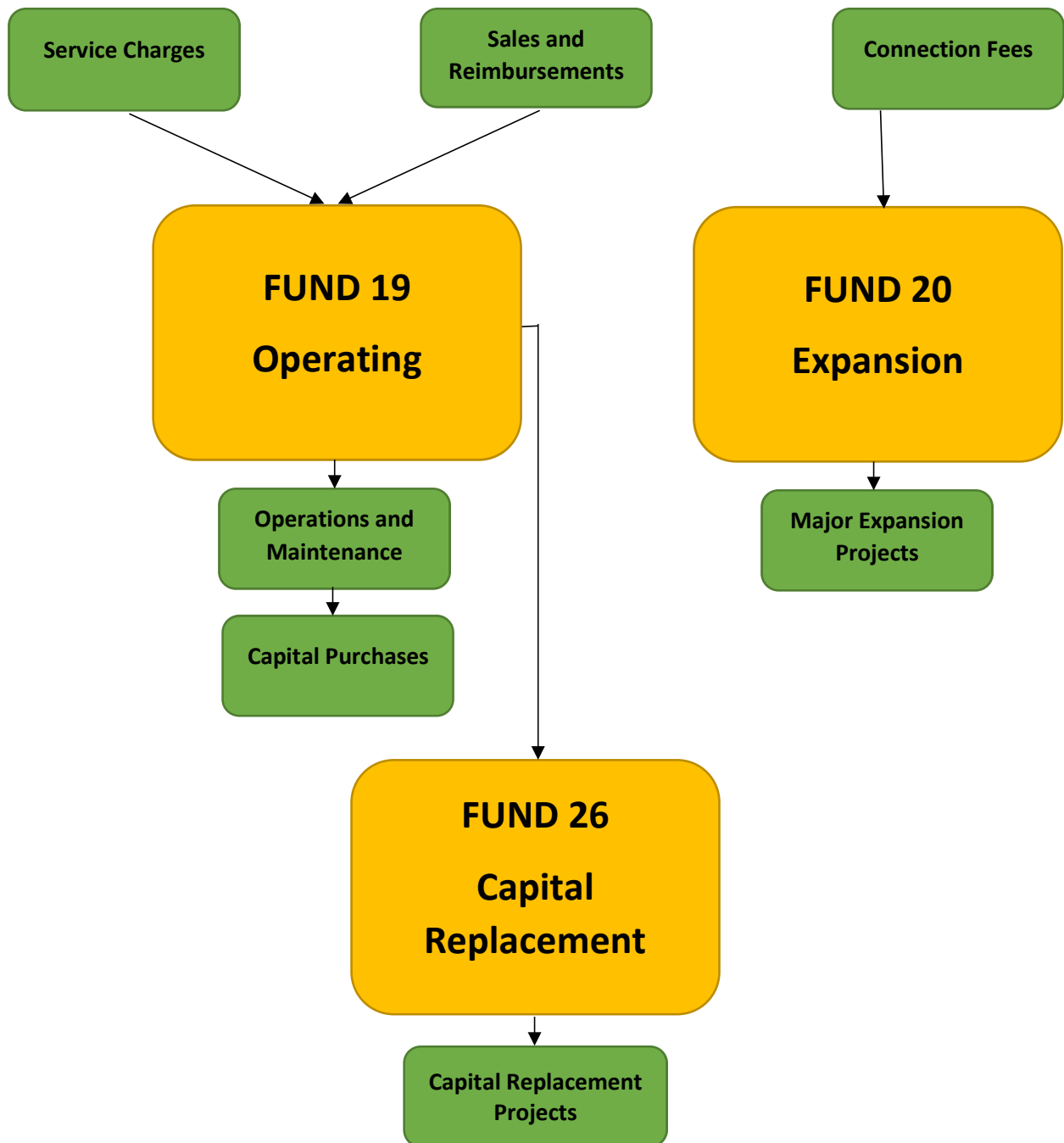
If you should have questions related to the Budget, please contact Amy Simpson, District Bookkeeper/Secretary, at (805) 481-6903.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT



South San Luis Obispo County Sanitation District

Accounting Funds



FISCAL YEAR 2020-21 CONSOLIDATED BUDGET

	Fund 19 Operating Fund	Fund 20 Expansion Fund	Fund 26 Replacement Fund	FY 2020/21	Prior Year FY 2019/20
Revenues					
Gross Revenues					
Service Charges and Fees	5,305,000			5,305,000	5,305,000
Connection Fees		156,000		156,000	156,000
Interest	112,000	70,000		182,000	176,000
Brine Revenue	132,000			132,000	132,000
Bond and USDA Funding		18,710,000		18,710,000	18,710,000
Total Revenues	5,549,000	18,936,000	-	24,485,000	24,479,000
Expenditures & Other Uses					
Operating Expenditures					
Salaries and Wages	831,000			831,000	829,000
Employee Benefits and Other Personnel Costs	496,100			496,100	491,500
Permits, Fees and Licenses	58,600			58,600	48,500
Communications	16,800			16,800	14,600
Administrative Costs	470,800			470,800	354,000
Disposal Services	64,000			64,000	63,000
Utilities	240,500			240,500	234,800
Maintenance, Tools & Replacements	367,000			367,000	330,200
Materials, Services and Supplies	371,200			371,200	374,700
Training, Education & Memberships	48,500			48,500	59,000
Total Operating Expenditures	2,964,500	-	-	2,964,500	2,799,300
Total Other Charges					
Debt Service	440,000			440,000	440,000
MOU with City of Pismo Beach		113,400		113,400	113,400
Total Other Charges	440,000	113,400	-	553,400	553,400
Capital Outlay					
Capital Replacement/Maintenance (Fund 26)			1,552,000	1,552,000	919,325
Capital Equipment	161,000	7,265,000		7,426,000	7,506,000
Total Capital Outlay	161,000	7,265,000	1,552,000	8,978,000	8,425,325
Other Financing Sources & Uses					
Transfers Out Fund 26	1,552,000		(1,552,000)	-	-
Contingency					23,675
Redundancy Designations	431,500	(431,500)		-	-
Designated Funding Redundancy		11,989,100		11,989,100	12,677,300
Total Other Financing Sources & Uses	1,983,500	11,557,600	(1,552,000)	11,989,100	12,700,975
Total Funding Source	5,549,000	18,936,000	-	24,485,000	24,479,000
Total Expense	5,549,000	18,936,000	-	24,485,000	24,479,000
Net Change (Deficit)	-	-	-	-	-

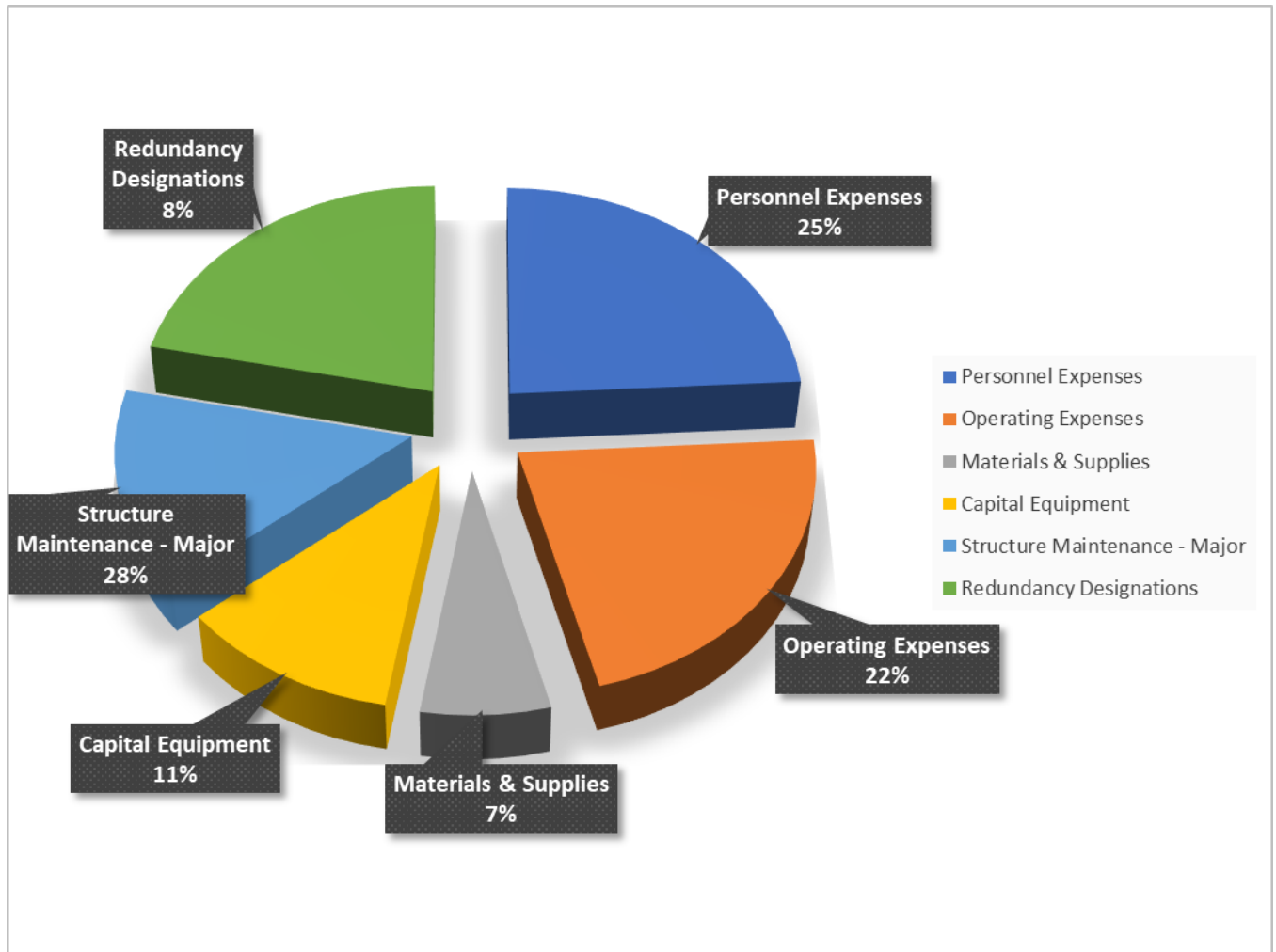
Operating Fund 19

Provides for routine daily operations, as well as funding transfers for major maintenance and capital purchases. Primarily funded by user service fees.

	Fund 19 Operating Fund	Fund 20 Expansion Fund	Fund 26 Replacement Fund	FY 2020/21	Prior Year FY 2019/20
Revenues					
Gross Revenues					
Service Charges and Fees	5,305,000			5,305,000	5,305,000
Connection Fees		156,000		156,000	156,000
Interest	112,000	70,000		182,000	176,000
Brine Revenue	132,000			132,000	132,000
Bond and USDA Funding		18,710,000		18,710,000	18,710,000
Total Revenues	5,549,000	18,936,000	-	24,485,000	24,479,000
Expenditures & Other Uses					
Operating Expenditures					
Salaries and Wages	831,000			831,000	829,000
Employee Benefits and Other Personnel Costs	496,100			496,100	491,500
Permits, Fees and Licenses	58,600			58,600	48,500
Communications	16,800			16,800	14,600
Administrative Costs	470,800			470,800	354,000
Disposal Services	64,000			64,000	63,000
Utilities	240,500			240,500	234,800
Maintenance, Tools & Replacements	367,000			367,000	330,200
Materials, Services and Supplies	371,200			371,200	374,700
Training, Education & Memberships	48,500			48,500	59,000
Total Operating Expenditures	2,964,500	-	-	2,964,500	2,799,300
Total Other Charges					
Debt Service	440,000			440,000	440,000
MOU with City of Pismo Beach		113,400		113,400	113,400
Total Other Charges	440,000	113,400	-	553,400	553,400
Capital Outlay					
Capital Replacement/Maintenance (Fund 26)			1,552,000	1,552,000	919,325
Capital Equipment	161,000	7,265,000		7,426,000	7,506,000
Total Capital Outlay	161,000	7,265,000	1,552,000	8,978,000	8,425,325
Other Financing Sources & Uses					
Transfers Out Fund 26	1,552,000		(1,552,000)	-	-
Contingency					23,675
Redundancy Designations	431,500	(431,500)		-	-
Designated Funding Redundancy		11,989,100		11,989,100	12,677,300
Total Other Financing Sources & Uses	1,983,500	11,557,600	(1,552,000)	11,989,100	12,700,975
Total Funding Source	5,549,000	18,936,000	-	24,485,000	24,479,000
Total Expense	5,549,000	18,936,000	-	24,485,000	24,479,000
Net Change (Deficit)	-	-	-	-	-

2020-21 BUDGET ALLOCATIONS

OPERATING FUND 19



Personnel Expenses	\$	1,385,700
Operating Expenses	\$	1,207,600
Materials & Supplies	\$	371,200
Capital Equipment	\$	601,000
Structure Maintenance - Major	\$	1,552,000
Redundancy Designations	\$	431,500

TOTAL OPERATING BUDGET

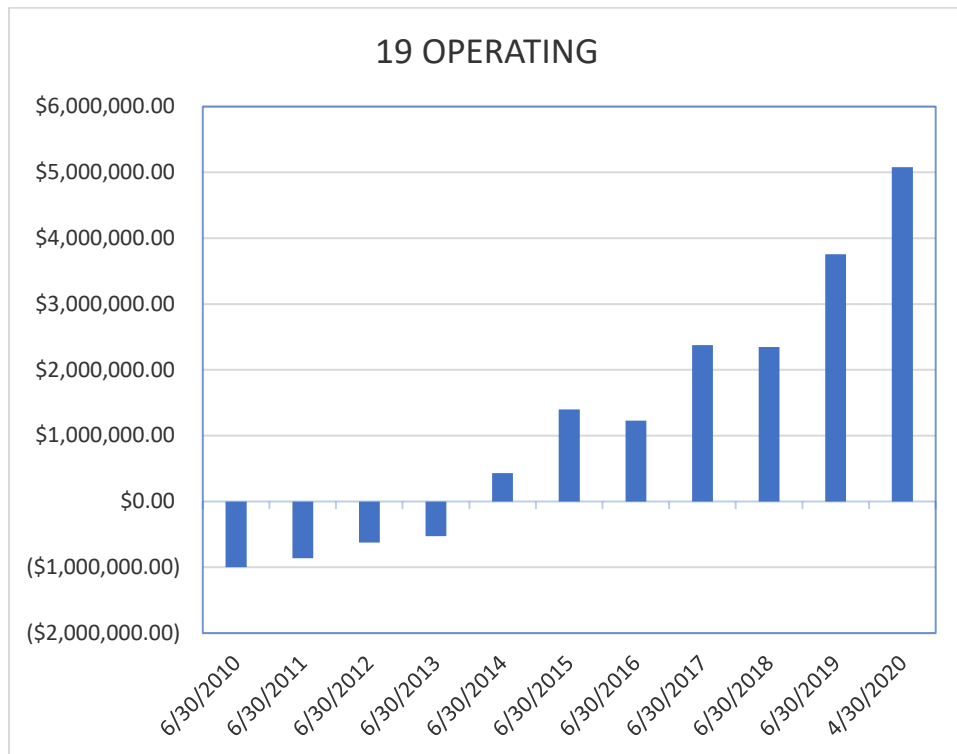
\$5,549,000

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

OPERATING FUND 19

CASH BALANCE HISTORY

2010 - 2020



Service Charges

ORDINANCE NO. 2016 – 01**AN ORDINANCE OF THE BOARD OF DIRECTORS OF SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT INCREASING CHARGES FOR WASTEWATER TREATMENT
SERVICES AND FACILITIES**

THE BOARD OF DIRECTORS OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
ORDAINS AS FOLLOWS:

WHEREAS, Health & Safety Code §§5471 provides that, by an ordinance approved by a two-thirds vote of its membership, the Board of Directors of a sanitation district may prescribe, revise and collect charges for services and facilities it furnishes; and

WHEREAS, California Constitution Article XIII D, §6, entitled “property related fees and charges,” specifies procedures the District must use when increasing charges for wastewater treatment services and facilities, and imposes substantive requirements for those charges; and

WHEREAS, Government Code §53755 contains additional procedures and clarifications for use by agencies that wish to impose an increase to their property-related fees and charges, including charges for wastewater treatment services and facilities; and

WHEREAS, the District needs to increase its charges for wastewater treatment services and facilities because, besides operating and maintaining its regional treatment plant (which includes repair and replacement of aging plant facilities and increased costs for staffing, electricity, chemicals, insurance and other operating expenses), the District must build major new facility upgrades to comply with state and federal laws and regulations; and

WHEREAS, in compliance with the authorities set out above and subsequent case law, the District has commissioned a Wastewater Financial Plan & Rate Study, revised 2/9/16, from Bartle Wells Associates, which demonstrates all of the following with regard to the District’s proposed increased charges:

- Revenues derived from the charges do not exceed the funds required to provide the property related service.
- Revenues derived from the charges will not be used for any purpose other than that for which the fee or charge was imposed.
- The amount of the charge imposed upon any parcel or person as an incident of property ownership does not exceed the proportional cost of the service attributable to the parcel.
- The charges will not be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.
- The charges are not imposed for general governmental services, but only for wastewater treatment services and facilities; and

WHEREAS, also in compliance with the authorities set out above and subsequent case law, the District has identified the parcels upon which the increased charge is to be imposed as all parcels that are currently customers receiving wastewater treatment services from the District; and

WHEREAS, also in compliance with the authorities set out above and subsequent case law, the District has calculated the amount of the charge proposed to be imposed on each parcel; and

WHEREAS, also in compliance with the authorities set out above and subsequent case law, the District on December 30, 2015 caused notice of a public hearing on the proposed increases (a copy of which is set out in the Wastewater Financial Plan & Rate Study) to be sent by first-class mail to the address contained in the County Assessor's office for the record owner of each identified parcel **and** to the address of record for each customer signed up for wastewater treatment service at each identified parcel; and

WHEREAS, District staff has received proof of this mailing in electronic format, which is maintained at District offices; and

WHEREAS, on February 17, 2016, the District conducted a public hearing upon the proposed increases, which date is more than 45 days after mailing of the notice; and

WHEREAS, at the public hearing, the District considered all written protests previously filed concerning the proposed increases, and all protests concerning the proposed increases offered at the public hearing—and has determined that no majority protest has been presented; and

WHEREAS, the approval of this ordinance is exempt from the California Environmental Quality Act pursuant to Public Resources Code §21080(b)(8).

NOW, THEREFORE, THE DISTRICT finds that the above recitals are true, and ordains:

Section 1. Wastewater treatment rates shall be increased as shown in the following chart:

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Wastewater Treatment Rates

	Monthly Service Charges Effective on or After			
	July 1 2016	July 1 2017	July 1 2018	July 1 2019
a. Residences & Apartments	\$19.60	\$21.56	\$23.52	\$25.48
b. Hotel Units with Kitchens	17.14	18.85	20.56	22.27
c. Hotel Units without Kitchens	11.02	12.12	13.22	14.32
d. Hotel Room	11.02	12.12	13.22	14.32
e. Commercial Establishments	8.81	9.69	10.57	11.45
Each additional employee above 5	1.77	1.95	2.13	2.31
f. Beauty Shops	17.63	19.39	21.15	22.91
Each additional operator above 5	2.66	2.93	3.20	3.47
g. Eating Establishments w/o Grinders	27.43	30.17	32.91	35.65
Each additional 5 seats above 30	4.12	4.53	4.94	5.35
h. Restaurants (w/Grinders) <30 seats	44.09	48.50	52.91	57.32
Restaurants (w/Grinders) over 30 seats	61.72	67.89	74.06	80.23
i. Laundromats - per washing maching	12.63	13.89	15.15	16.41
Minimum Charge	37.91	41.70	45.49	49.28
j. Service Stations - no wash/rack	51.92	57.11	62.30	67.49
Service Stations - with wash/rack	74.47	81.92	89.37	96.82
k. Factories	29.39	32.33	35.27	38.21
Each additional employee above 20	1.47	1.62	1.77	1.92
l. Churches	16.26	17.89	19.52	21.15
Per ADA with elementary school	0.49	0.54	0.59	0.64
Per ADA with other school	0.72	0.79	0.86	0.93
m. Bottling Plants	35.28	38.81	42.34	45.87
n. Schools (Non-boarding)	9.76	10.74	11.72	12.70
Per ADA with elementary school	0.49	0.54	0.59	0.64
Per ADA with other school	0.72	0.79	0.86	0.93
o. Schools (Boarding)	9.80	10.78	11.76	12.74
Per ADA with elementary school	0.98	1.08	1.18	1.28
Per ADA with other school	1.38	1.52	1.66	1.80
p. Trailer/Mobile Home Space	11.77	12.95	14.13	15.31
q. RV Dump Stations - Less than 50 services	91.12	100.23	109.34	118.45

Section 2. Severability. Should any provision, section, paragraph, sentence or word of this Ordinance be declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections paragraphs, sentences or words of this Ordinance shall remain in full force and effect and, to that end, the provisions of this Ordinance are severable.

Section 3. Effective date. This ordinance shall become effective 30 days from the date of final passage.

Section 4. Publication. Within 15 days of its final passage, this ordinance shall be published once, with the names of the Board members voting for and against the ordinance, in a newspaper of general circulation published in the County of San Luis Obispo.

Alternatively, a summary of the proposed ordinance may be prepared by District Counsel and published by the District Bookkeeper. A certified copy of the full text of the proposed ordinance shall be made available to the public upon request at least five days prior to the District Board meeting at which the proposed ordinance is to be adopted. The District Bookkeeper shall also post a copy of the full text of the ordinance on the District's Internet website five days prior to the District Board meeting at which the proposed ordinance is to be adopted. Within 15 days after adoption of the ordinance, the District Bookkeeper shall publish a summary of the ordinance with the names of those directors voting for and against the matter and shall make available to the public, upon request, a certified copy of the full text of the ordinance. The District Bookkeeper shall also post a copy of the full text of the ordinance with the names of those directors voting for and against the ordinance on the District's Internet website.


Introduced at a regular meeting of the South San Luis Obispo County Sanitation District held February 17, 2016, and **passed and adopted** at a regular meeting of the South San Luis Obispo County Sanitation District held March 2, 2016, by the following roll-call vote:

AYES: John Shoals, Matthew Guerrero, Jim Hill

NOES: ☒

ABSENT: ☒

ABSTENTIONS: ☒


John Shoals, Chairman

ATTEST:


Secretary

APPROVED AS TO FORM:


District Counsel

Expansion Fund 20

To Provide for major expenses in order to increase capacity or new equipment as required. Primarily funded by new user connection fees.

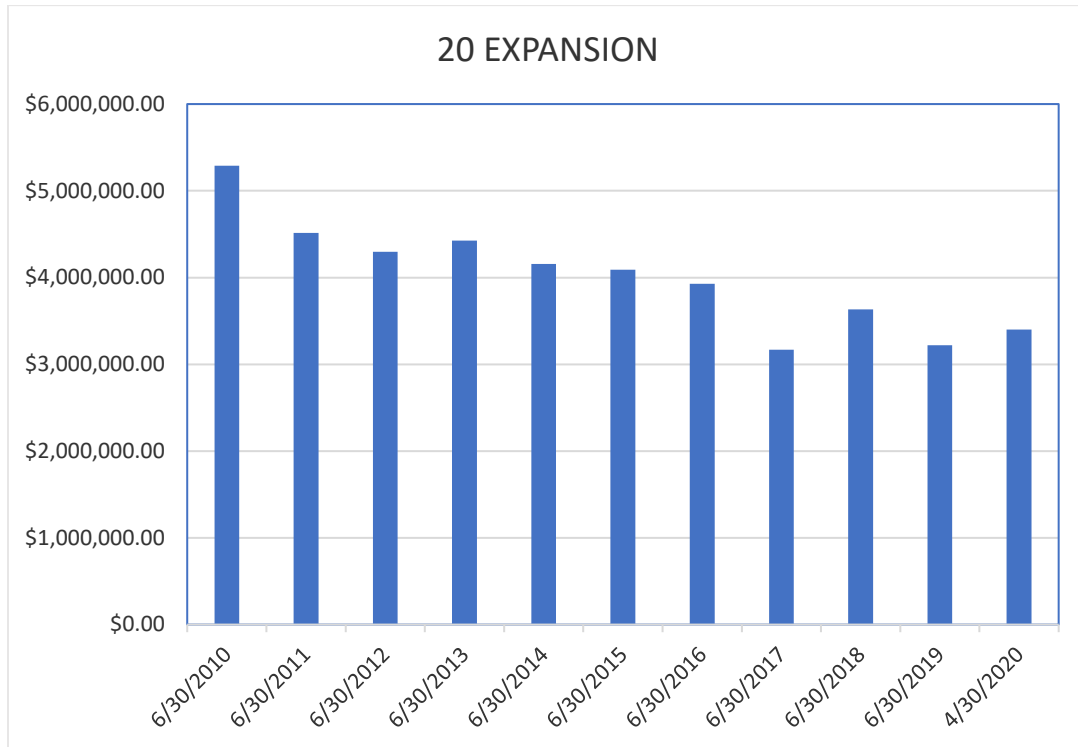
	Fund 19 Operating Fund	Fund 20 Expansion Fund	Fund 26 Replacement Fund	FY 2020/21	Prior Year FY 2019/20
Revenues					
Gross Revenues					
Service Charges and Fees	5,305,000			5,305,000	5,305,000
Connection Fees		156,000		156,000	156,000
Interest	112,000	70,000		182,000	176,000
Brine Revenue	132,000			132,000	132,000
Bond and USDA Funding		18,710,000		18,710,000	18,710,000
Total Revenues	5,549,000	18,936,000	-	24,485,000	24,479,000
Expenditures & Other Uses					
Operating Expenditures					
Salaries and Wages	831,000			831,000	829,000
Employee Benefits and Other Personnel Costs	496,100			496,100	491,500
Permits, Fees and Licenses	58,600			58,600	48,500
Communications	16,800			16,800	14,600
Administrative Costs	470,800			470,800	354,000
Disposal Services	64,000			64,000	63,000
Utilities	240,500			240,500	234,800
Maintenance, Tools & Replacements	367,000			367,000	330,200
Materials, Services and Supplies	371,200			371,200	374,700
Training, Education & Memberships	48,500			48,500	59,000
Total Operating Expenditures	2,964,500	-	-	2,964,500	2,799,300
Total Other Charges					
Debt Service	440,000			440,000	440,000
MOU with City of Pismo Beach		113,400		113,400	113,400
Total Other Charges	440,000	113,400	-	553,400	553,400
Capital Outlay					
Capital Replacement/Maintenance (Fund 26)			1,552,000	1,552,000	919,325
Capital Equipment	161,000	7,265,000		7,426,000	7,506,000
Total Capital Outlay	161,000	7,265,000	1,552,000	8,978,000	8,425,325
Other Financing Sources & Uses					
Transfers Out Fund 26	1,552,000		(1,552,000)	-	-
Contingency					23,675
Redundancy Designations	431,500	(431,500)		-	-
Designated Funding Redundancy		11,989,100		11,989,100	12,677,300
Total Other Financing Sources & Uses	1,983,500	11,557,600	(1,552,000)	11,989,100	12,700,975
Total Funding Source	5,549,000	18,936,000	-	24,485,000	24,479,000
Total Expense	5,549,000	18,936,000	-	24,485,000	24,479,000
Net Change (Deficit)	-	-	-	-	-

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

EXPANSION FUND 20

CASH BALANCE HISTORY

2010 - 2020



MEMORANDUM

TO: SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

FROM: DISTRICT CO-COUNSEL STOCKTON

RE: USE OF FUND 20

DATE: May 17, 2016

QUESTION:

For what purposes may money held in Fund 20 properly be used?

SHORT ANSWER:

Money held in Fund 20 is to be used:

- for emergency treatment plant maintenance and repair (to be borrowed at no interest);
- to equalize “the cost of sewage installation beyond the trunk system” (applies to specific charges for specified property);
- for a sinking fund for plant expansion and sewer line enlargement.

BACKGROUND AND DISCUSSION:

A. Background. In 1966 the District created a separate bank account to hold sewer connection fees. Since then the District has enacted several ordinances establishing and adjusting the cost of connecting to the system of pipes leading to the Oceano treatment plant.

In 1981 the District specified how connection fees may be spent. Ordinance 1981-3 required that connection fees be used for “maintaining a sinking fund for treatment plant expansion and sewer line enlargement.” The ordinance also provided:

- a surcharge of \$15/foot would apply to specified connections, and this surcharge would be “for the purpose of equalizing the cost of sewage installation beyond the trunk system;”
- “Funds may be borrowed at no interest by the District for the purpose of emergency maintenance and repair to the District facilities.”

B. Discussion. When connection fees pay for existing or new public facilities which proportionally benefit property, they are called “capacity charges.” The law requires that capacity charges *not* exceed the reasonable cost to provide the service for which they are collected. Also, capacity charges:

- Must not exceed the reasonable cost of providing the service for which they are charged unless approved by 2/3 of the voters;
- Must be deposited into a separate capital facilities fund;
- Must be accounted for in a manner to avoid any commingling with other moneys of the local agency, except for investments;

- And any interest they earn, must be spent solely for the purposes for which they are collected. [Government Code §66013(c)];
- Must be identified in a report available to the public within 180 days after the last day of each fiscal year. [Government Code §66013(d).]

The law does not require any particular process to be used to spend connection fees collected. Authority to spend could be provided through the budget process, purchasing guidelines, an interpreting resolution or ordinance, or Board action on individual projects. Public agencies commonly create a list of short- and long-term projects for partial funding by connection fees.

Please advise if you have questions concerning this memo.

Replacement Fund 26

To Provide for the replacement of Plant treatment and processing equipment. Also provides for future solids handling requirements. Primarily funded by user service fees provided for through transfers from the Operating Fund as budgeted annually.

	Fund 19 Operating Fund	Fund 20 Expansion Fund	Fund 26 Replacement Fund	FY 2020/21	Prior Year FY 2019/20
Revenues					
Gross Revenues					
Service Charges and Fees	5,305,000			5,305,000	5,305,000
Connection Fees		156,000		156,000	156,000
Interest	112,000	70,000		182,000	176,000
Brine Revenue	132,000			132,000	132,000
Bond and USDA Funding		18,710,000		18,710,000	18,710,000
Total Revenues	5,549,000	18,936,000	-	24,485,000	24,479,000
Expenditures & Other Uses					
Operating Expenditures					
Salaries and Wages	831,000			831,000	829,000
Employee Benefits and Other Personnel Costs	496,100			496,100	491,500
Permits, Fees and Licenses	58,600			58,600	48,500
Communications	16,800			16,800	14,600
Administrative Costs	470,800			470,800	354,000
Disposal Services	64,000			64,000	63,000
Utilities	240,500			240,500	234,800
Maintenance, Tools & Replacements	367,000			367,000	330,200
Materials, Services and Supplies	371,200			371,200	374,700
Training, Education & Memberships	48,500			48,500	59,000
Total Operating Expenditures	2,964,500	-	-	2,964,500	2,799,300
Total Other Charges					
Debt Service	440,000			440,000	440,000
MOU with City of Pismo Beach		113,400		113,400	113,400
Total Other Charges	440,000	113,400	-	553,400	553,400
Capital Outlay					
Capital Replacement/Maintenance (Fund 26)			1,552,000	1,552,000	919,325
Capital Equipment	161,000	7,265,000		7,426,000	7,506,000
Total Capital Outlay	161,000	7,265,000	1,552,000	8,978,000	8,425,325
Other Financing Sources & Uses					
Transfers Out Fund 26	1,552,000		(1,552,000)	-	-
Contingency					23,675
Redundancy Designations	431,500	(431,500)		-	-
Designated Funding Redundancy		11,989,100		11,989,100	12,677,300
Total Other Financing Sources & Uses	1,983,500	11,557,600	(1,552,000)	11,989,100	12,700,975
Total Funding Source	5,549,000	18,936,000	-	24,485,000	24,479,000
Total Expense	5,549,000	18,936,000	-	24,485,000	24,479,000
Net Change (Deficit)	-	-	-	-	-

Fund 26 Capital Replacement/Maintenance

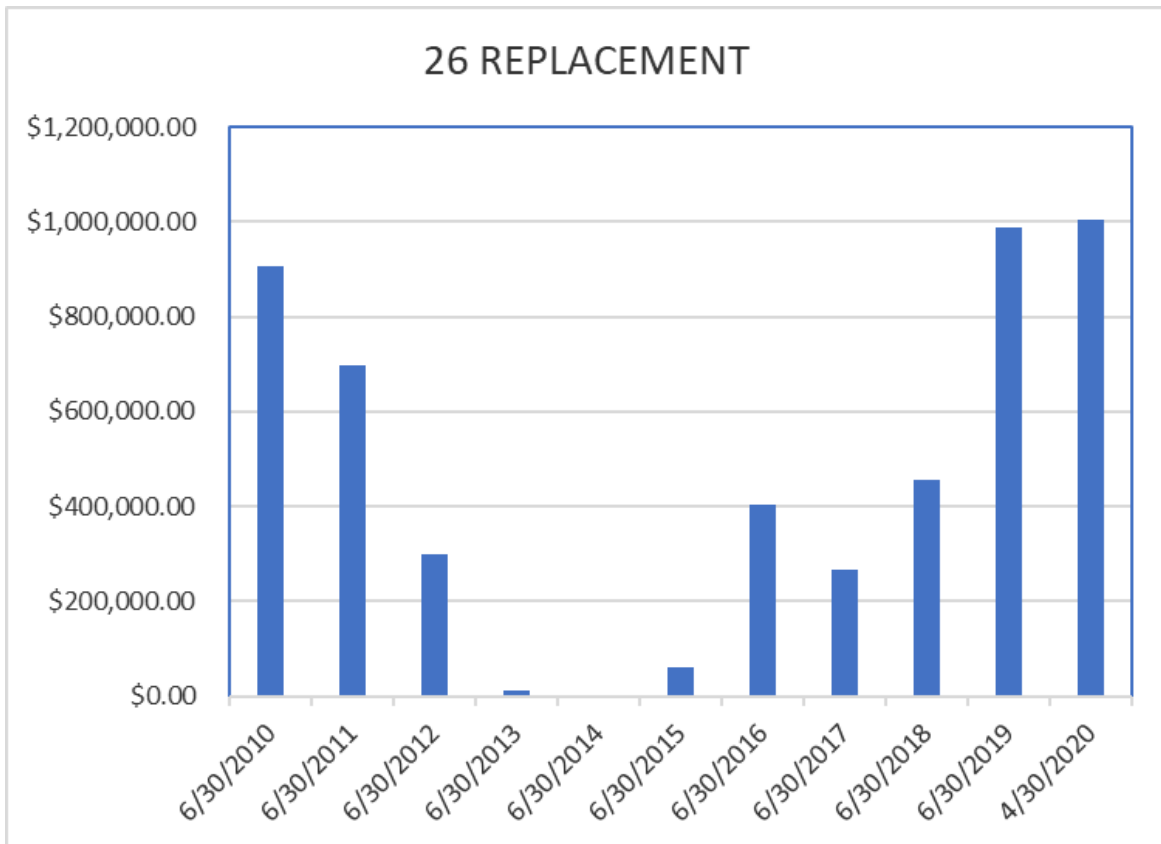
Trunk Sewer Maintenance	100,000.00	
ASKO Dishwasher	10,000.00	
Brine Flow Meter	3,000.00	
Clarifier #2 Sludge Pump & VFD	32,000.00	
Cogeneration Unit Design	100,000.00	
Digester Cleaning & Coating		
Engineering Support		65,000.00
Rental Centrifuge		200,000.00
Digester Cleaning & Coating		700,000.00
Total Digester Cleaning & Coating	965,000.00	
Digester Sump Pump #1	25,000.00	
FFR Distributor Drive Rehab	22,000.00	
FFR Pump #1 Rehab	50,000.00	
Influent Slide Gate	60,000.00	
Laboratory Centrifuge	6,000.00	
Laboratory Furnace	7,000.00	
Reference Weights	2,000.00	
Sludge Feed Pumps #1 & #2	50,000.00	
Sludge Bed Water Valve Replace	15,000.00	
Standby Water Well	12,000.00	
Street Sweeper	50,000.00	
Telephone System	18,000.00	
Emergency Equipment Repair	25,000.00	
	1,552,000.00	

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

REPLACEMENT FUND 26

CASH BALANCE HISTORY

2010 - 2020



Investment Policy

Investment Policy to establish the guidelines for the prudent Investment of South San Luis Obispo County Sanitation District Funds. The objectives of this policy are safety, liquidity, yield, and compliance with state and federal laws and policies.

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
RESOLUTION NO. 2009-256**

**A RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
ADOPTING THE YEAR 2009 DISTRICT INVESTMENT POLICY**

WHEREAS, the Board of Directors of the South San Luis Obispo County Sanitation District ("District") believes that public funds should, so far as is reasonably possible, be invested in financial institutions to produce revenue for the District rather than to remain idle; and


WHEREAS, from time to time there are District funds which for varying periods of time will not be required for immediate use by the District, and which will, therefore, be available for the purpose of investing in financial institutions with the objectives of safety, liquidity, yield and compliance with state and federal laws and policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the South San Luis Obispo County Sanitation District as follows:

1. The District hereby adopted the Investment Policy attached hereto as Exhibit "A" as the District's Investment Policy;
2. The District Administrator shall act as Treasurer/Finance Officer of the District and is authorized to invest and re-invest funds in accordance with the Investment Policy for the succeeding twelve (12) month period or until such time as the delegation of authority is revoked.


PASSED AND ADOPTED by the Board of Directors of the South San Luis Obispo County Sanitation District this 18th day of February, 2009, on the following roll call vote:

AYES: Jim Hill, Bill Nicolls
NOES: None
ABSENT: Tony Ferrara
ABSTAIN: None




Bill Nicolls, Chairperson,
South San Luis Obispo County
Sanitation District

ATTEST:



John Wallace
Secretary to the Board

APPROVED AS TO FORM:



Michael W. Seitz,
District Legal Counsel

**RESOLUTION 2009-
EXHIBIT A**

YEAR 2009 INVESTMENT POLICY
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

1. INTRODUCTION

The purpose of this written *Investment Policy* is to establish the guidelines for the prudent investment of South San Luis Obispo County Sanitation District funds (herein referred to as District funds). The objectives of this policy are safety, liquidity, yield and compliance with state and federal laws and policies.

District funds are to be managed with a high degree of care and prudence. Though all investments contain a degree of risk, the proper concern for prudence, maintenance of high level of ethical standards and proper delegation of authority reduces the potential for any realized loss.

This policy establishes the standards under which the District's Finance Officer will conduct business with financial institutions with regard to the investment process.

2. FINANCE OFFICER

The Board of Directors appoints the District Administrator as the District Finance Officer and Treasurer.

3. SCOPE

The District investment portfolio shall consist of money held in a sinking fund of, or surplus money in, the District's treasury not required for the immediate necessities of the District. The District's investment portfolio shall be invested in accordance with this policy.

4. OBJECTIVES

The primary objectives are safety, liquidity, yield, and compliance.

A. SAFETY

The investment portfolio shall be managed in a manner that ensures the preservation of capital. The objective is to minimize credit risk and interest rate risk.

B. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all operating requirements. This shall be accomplished by structuring the investment portfolio so that investments mature concurrent with cash needs.

C. YIELD

Yield shall be a consideration only after the requirements of safety and liquidity have been met.

D. COMPLIANCE

This Investment Policy is written to be in compliance with California and Federal law.

**RESOLUTION 2009-
EXHIBIT A**

YEAR 2009 INVESTMENT POLICY
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

5. STANDARDS OF CARE

A. PRUDENCE

The Finance Officer will manage the portfolio pursuant to the "Prudent Investor Standard." When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds in the District's investment portfolio, the Finance Officer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District.

B. DISCLOSURES

Finance Officer shall disclose any material interest in financial institutions with which he/she conducts the District business.

6. INVESTMENTS AUTHORITY

A. PERMITTED INVESTMENTS

The District Finance Officer is authorized to invest in the following institutions:

1. County pooled funds (California Government Code § 61730)
2. The Local Agency Investment Fund created by the California State Treasury (California Government Code § 16429.1)
3. One or more FDIC insured Banks and/or Savings and Loan Associations that are designated as District depositories by resolution of the Board of Directors (California Government Code § 61053).
4. Such other financial institutions or securities that may be designated by the Board of Directors from time to time in compliance with California and Federal law.

B. PROHIBITED INVESTMENTS

The District's Finance Officer shall not invest in:

1. Inverse floaters, range notes or interest only strips that are derived from a pool of mortgages.
2. Any security that could result in a zero interest accrual if held to maturity.
3. A state or federal credit union, if a member of the District's Board of Directors or an administrative officer also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or supervisory committee, of the state or federal credit union.

C. DIVERSIFIED INVESTMENTS

Investments, other than investments referenced in paragraphs **A** (1) and (2) above, will be diversified to avoid losses that may be associated with any one investment.

**RESOLUTION 2009-
EXHIBIT A**

YEAR 2009 INVESTMENT POLICY
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

7. REPORTS

A. MONTHLY REPORT

Finance Officer/Treasurer shall make monthly reports to the Board of investments made or retired during the preceding month.

B. QUARTERLY REPORT

Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the District's Board of Directors within thirty (30) days after the end of each quarter (i.e., by May 1, August 1, November 1, and February 1) (California Government Code § 53646). Required elements of the quarterly report are as follows:

1. Type of Investment.
2. Institution.
3. Date of Maturity (if applicable).
4. Amount of deposit or cost of the security.
5. Current market value of securities with maturity in excess of twelve months (if applicable).
6. Rate of Interest.
7. Statement relating the report to the Statement of Investment Policy.
8. Statement of the District's ability to meet cash flow requirements for the next six months.
9. Accrued Interest (if applicable).

C. ANNUAL REPORT

Prior to June 30th of each year, the Finance Officer shall file and submit an annual report to the District's auditor and Board of Directors which will contain the same information required in the quarterly report.

The annual report will include a recommendation to the Board of Directors to either:

1. Readopt the District's then current annual Investment Policy; or
2. Amend the District's then current Investment Policy.

D. LIMITED QUARTERLY REPORT

If the District has placed all of its investments in the Local Agency Investment Fund (LAIF), created by California Government Code § 16429.1, or in Federal Deposit Insurance Corporation, insured accounts in a bank or savings and loan association, in a County investment pool, or any combination of these, the Finance Officer may submit to the Board of Directors, and the auditor of the District the most recent statement or statements received by the District from these institutions in lieu of the information required in paragraph 7.B above. This special reporting policy does not relieve the Finance Officer of the obligation to prepare an annual investment report as identified in paragraph 7.C, above.

Purchasing Policy

Policy and Procedures for the expenditure of District Funds for supplies,
equipment, construction, and services.

RESOLUTION NO. 2019-410

A RESOLUTION OF THE BOARD OF SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AMENDING THE ADOPTED POLICIES AND PROCEDURES FOR THE EXPENDITURE OF DISTRICT FUNDS FOR SUPPLIES, EQUIPMENT, CONSTRUCTION, AND SERVICES AS SET FORTH IN RESOLUTION NO. 2010-274 AND AMENDED IN RESOLUTION NO. 2014-314 AND NO. 2016-353

ARTICLE I

Adoption of Purchasing and Construction Policies

- 1.1 **Statutory Authority:** These policies and procedures are adopted pursuant to the Government Code Section 54201 (I), et seq., and the Public Contract Code Section 22000 et seq. ("Uniform Public Construction Cost Accounting Act") in order to establish an efficient procedure for the purchase of supplies, equipment and contracting for work and services.
- 1.2 **Board Findings and Declaration:** The Board finds and declares that placing all of these policies in one procedural set of guidelines will make these procedures clearer and easier to find. Furthermore, it is the intent of the Board in enacting these procedures to achieve the following objectives:
- A. To establish an efficient procedure for the purchase of supplies, equipment, and services at the lowest possible cost;
 - B. To assure that all supplies, equipment, construction and services at the plant are of sufficient quality to assure the efficient running of the plant;
 - C. To exercise positive financial control over purchases;
 - D. To clearly define authority for the purchase of supplies and equipment and for contracting for outside services and construction;
 - E. To assure as full and open competition as possible on all purposes;
 - F. Fitness and quality being equal, a preference may be granted to local vendors for the purchase of materials, supplies and services with a bid price less than \$45,000. The District may provide a preference to each qualified local vendor if the bid of a local qualified vendor does not exceed the lowest bid or price quoted by other vendors by more than five percent. To qualify as a local vendor, a business must have all current applicable city licenses and permits, must maintain its primary office and/or place of business within district boundaries. This preference is not applicable to any materials, supplies or services for which formal bids are required pursuant to statutory or California common law.

ARTICLE II
Purchase of Supplies and Equipment
District Manager Duties

- 2.0** The Board of Directors of the District shall approve all contracts for services and/or supplies and equipment in excess of \$30,000.00.
- 2.1** The District Administrator or Plant Superintendent, as the case may be, shall be the purchasing authority whose functions shall include the following powers and duties:
- A. To purchase or contract for supplies and equipment required by the District in accordance with the purchasing procedures outlined herein.
 - B. To negotiate and recommend execution of contracts for the purchase of supplies and equipment.
 - C. To ensure as full and open competition as possible on all purchases.
 - D. To inspect supplies and equipment delivered, as well as contractual services performed, to determine their conformance with the specifications set forth in the purchase orders and contracts.
 - E. To sell surplus supplies and equipment to interested private and/or public agencies or vendors.
 - F. To keep informed of current developments in the field of purchasing, prices, market conditions and new products.
 - G. To maintain a bidders' list, vendors' catalog file and records.
 - H. To develop and prescribe administrative policies, forms, and files as may be reasonably necessary for the internal management and operation of these purchasing procedures.
- 2.2 Exemptions From Policies**
- A. **Emergencies:** The purchasing procedures described above may be dispensed with at the discretion and judgment of the purchasing authority in the best interest of the District when the Board of Directors adopts a resolution by two-thirds vote declaring that it is in the public interest and necessity to demand an immediate expenditure of public funds to safeguard life, health, or property.
 - B. **Single Source:** When the Board of Directors adopts a finding that there is only a single source of procurement and that the purchase is for the sole purpose of duplicating or replacing supplies, equipment, or material which is in use.
 - C. **Deliveries Under Annual or Biannual Contracts:** When the Board of Directors has contracted for services or supplies on an annual or other regular basis, the payment for delivery of such services or supplies upon delivery is exempt from the need for additional authority for payment. This exemption does not apply to the actual

negotiation or contracting for services or delivery of supplies.

2.3 Supplies and Equipment - District purchases under \$2,500.00

- A. The Plant Superintendent shall act as purchasing agent for the District in connection in obtaining materials, supplies, and equipment with a cost of **\$2,500.00** or less.
- B. Open Accounts:
 - 1. The Plant Superintendent shall maintain a list of all open accounts with suppliers on which employees of the District have the ability to sign for purchases. The list of open accounts shall be approved by the District Administrator.
 - 2. The Plant Superintendent shall maintain a list of all employees with the ability to sign on open accounts and such list shall be approved by the District Administrator.
 - 3. No employee shall sign on an open account without prior approval of the District Administrator.
- C. In regards to the purchases of supplies or equipment with a cost of **\$300.00** or more, a "purchase order" shall be used.
 - 1. District employees shall submit a requisition for any required supplies, equipment, or services with an anticipated cost in excess of **\$300.00** on a form approved by the District Administrator.
 - 2. If the requisition is approved by the Plant Superintendent, the Plant Superintendent shall seek the most favorable terms and price for the approved requisition either through comparative pricing or competitive bidding, whichever method the Plant Superintendent deems most appropriate under the circumstances. To the extent possible, the Plant Superintendent will review at least two quotations to ensure that the products or supplies purchased are of a quality suitable for the District's purposes and to obtain the lowest price available.
 - 3. Once the Plant Superintendent has determined the most advantageous price or bid, as the case may be, for the requisition, he/she shall issue a purchase order which will constitute a formal offer by the District to purchase the supplies, equipment, or to procure the service for the price and terms indicated therein.
- D. Except in cases of emergency or in cases where specific authority has been first obtained from the District Administrator, the Plant Superintendent shall not purchase supplies or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged.

2.4 Supplies and Equipment - District purchases under \$15,000.00

The District Administrator shall act as purchasing agent for the District in connection with the obtaining of supplies, equipment, or services with costs in excess of **\$2,500.00** but not

more than **\$15,000.00**.

A. The purchase of supplies and equipment with a value of **\$2,500.00** to **\$15,000.00** may be made by the District Administrator in the open market pursuant to the procedure hereinafter proscribed:

1. The District Administrator or his/her designee shall solicit quotations for the purchase of all such goods and supplies. Said quotations may be solicited by telephone or in writing.
2. Open market purchases shall, whenever possible, be based on at least three written quotations approved by the District Administrator and shall be awarded to the supplier submitting the lowest responsive quote.
 - a. Single Source Items: If the District Administrator determines that there is a single source of procurement and that the purchase of the supplies or equipment is for the sole purpose of duplicating or replacing supplies, equipment, or material which is in use, the requirement of obtaining competitive quotations shall not be required.

2.5 Supplies and Equipment - District Purchases over \$15,000.00 and less than \$60,000.00

A. For the purposes of this section, the District Administrator shall be the purchasing agent for the District in connection with supplies, equipment, and services with a cost in excess of **\$15,000.00**, but not more than **\$60,000.00**.

B. The District Administrator and/or his/her designee shall solicit quotations for all goods and supplies with a cost of more than **\$15,000.00** and less than **\$60,000.00**. Said quotations may be solicited by telephone or in writing.

1. Open market purchases shall, whenever possible, be based upon at least three written quotations approved by the District and shall be awarded to the entity submitting the lowest responsive quote. The Board of Directors of the District shall approve all purchases in excess of **\$15,000.00** and less than **\$60,000.00**.

- a. Exception: When the District Administrator determines that it is reasonably necessary to purchase equipment and supplies on an expedited basis, the District Administrator may do so, but only on approval by the Chairman of the Board of Directors obtained prior to the actual purchase.

2.6 Supplies and Equipment -District Purchases over \$60,000.00 and less than \$200,000.00 – Informal Bidding Process

A. For the purposes of this section, the District Administrator shall be the purchasing agent for the District in connection with supplies, equipment, and services with costs in excess of **\$60,000.00**, but not more than **\$200,000.00**.

B. Public projects, as defined by the Uniform Public Construction Cost Accounting Act (Act) and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et

seq., of the Code.

- C. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

D. Notice Inviting Informal Bids:

Where a public project is to be performed, which is subject to the provisions of the Act, a notice inviting informal bids may be mailed to all contractors for the category of work to be bid and shall be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the District Administrator and/ or his/her designee, provided however:

1. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
2. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such a contractor or contractors.

- E. The District Administrator is authorized to award informal contracts pursuant to this section.

2.7 Supplies and Equipment - District Purchases over \$200,000.00 - Formal Competitive Bidding/Notice

Except as otherwise provided in these procedures, purchases and contracts for supplies and equipment subject to the two-hundred thousand-dollar contract limitations of the Uniform Public Construction Cost Accounting Act (or an amount specified in a subsequent statute), shall be by written contract with the lowest responsible bidder pursuant to the procedures prescribed herein.

A. Notice of Inviting Bids:

1. Notices inviting bids shall include, but not be limited to, the following:
 - a. The notice shall distinctly state the supplies and equipment to be purchases;
 - b. The location and deadline for submission of bids;
 - c. The location where bid blanks and specifications may be secured;
 - d. The date, time, and place assigned for the opening of sealed bids;
 - e. The type and character of bidder's security required, if any;
 - f. Notice that the District reserves the right to waive minor irregularities in the bid.

- g. Notice that no bidder can withdraw his/her bid for a period of 60 days after the date set for the award of the contract.
 - h. Notice that a successful bidder can substitute securities for performance retention pursuant to Public Contract Code Section 22300.
- 2. Notices inviting bids shall be published at least twice, not less than 5 days apart, in a newspaper of general circulation, printed and published in the District, or if there is none, the notice shall be posted in at least three public places in the District that have been designated by the District Board of Directors as places for posting such notice.
 - 3. The first publication or posting of the notice shall be at least ten days before the date of opening bids.

B. Supplies and Equipment Bids - Security Requirements:

Bidder's security may be required when deemed necessary. Bidders shall be entitled to the return of any bid security within 60 days from the time the award is made. A successful bidder shall forfeit his/her bid security, however, upon refusal or failure to execute a contract within 15 days after notice of award of the contract unless the district is responsible for the delay. The contract may be awarded to the next lowest responsible bidder upon the refusal or failure of the successful bidder to execute the contract within the time herein prescribed.

C. Bids Opening:

Sealed bids shall be opened in public at a time and place stated in the notice of inviting bids. A tabulation of all bids received shall be made available for public inspection until the award of the contract.

D. Bid Rejection:

The District may reject:

- 1. Any bid that fails to meet the bidding requirements in any respect; or
- 2. All bids, for any reason whatsoever, and may readvertise for new bids;
- 3. All bids, and adopt by two-thirds vote, a resolution declaring that the materials or supplies can be furnished at a lower price in the open market and the District may purchase the materials or supplies as stated in the resolution in order to take advantage of the lower cost.

E. Contract Award:

Contracts shall be awarded at the next regularly scheduled meeting after the date set for opening bids to the lowest responsible bidder except as follows:

- 1. If two or more bids are the same and the lowest, the District Board may accept the one it chooses.

2. If no bids are received, the District Board may order the supplies and equipment purchased without further bid.

F. Determination of Lowest Responsible Bidder:

In addition to the bid or quotation price, criteria for determining the lowest responsible bid or quotation, shall include, but not be limited to, the following:

1. The character, integrity, reputation, judgment, experience and efficiency of the bidder (this may include an analysis of previous dealings with the District or other public agencies);
2. The ability of the bidder to provide the supplies, equipment or services required, within the time specified, without delay or interference;
3. The ability of the bidder to provide future maintenance, repair parts and replacement of purchased equipment or supplies; and
4. Compliance by the bidder with Federal Acts, Executive Orders, and State Statutes.

Upon motion of Director Austin, seconded by Director Ray Russom,
and on the following roll call vote, to wit:

AYES: Austin, Ray Russom, Lee

NOES:

ABSENT:

ABSTAINING:

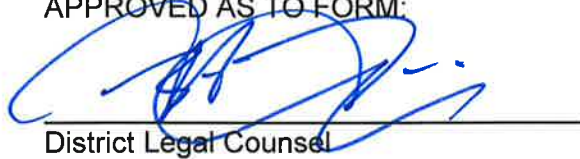
The forgoing Resolution is hereby adopted this 6th day of Nov 2016.

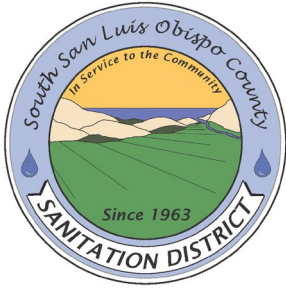

Chairman

ATTEST:


District Administrator

APPROVED AS TO FORM:


District Legal Counsel



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

Date: June 3, 2020

To: Board of Directors

From: Jeremy Ghent, District Administrator

**Subject: AUTHORIZING DISTRICT CHAIRPERSON TO EXECUTE LOAN DOCUMENTS
FOR THE DISTRICT'S REDUNDANCY PROJECT**

RECOMMENDATION:

Staff recommends that your Board adopt Resolution No. 2020-415 authorizing the Chairperson for the Board of Directors to sign approval and acceptance forms and other documents necessary to secure loans and issue and sell bonds associated with the District's Redundancy Project.

BACKGROUND:

The District is pursuing financing for the estimated \$29.1 million dollar Redundancy Project. Funding for the project will be secured from 3 different sources. These sources are District Cash of approximately \$8.3 million, USDA Low Interest Loan of approximately \$4.3 million, and Municipal Bonds of approximately \$16.5 million.

DISCUSSION:

This effort is being taken to provide the authority and to clarify the appropriate District officer to be signatory to various agreements and documents that are required to secure the necessary funding for the Redundancy Project. These documents include, but are not limited to, documents and agreements for both USDA Financing and Municipal Bond Financing.

Adopting the attached resolution will ensure that the District has established a process to timely execute documents to advance the project on schedule.

RESOLUTION NO. 2020-415

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT AUTHORIZING THE CHAIRPERSON FOR THE BOARD OF DIRECTORS TO SIGN APPROVAL AND ACCEPTANCE FORMS AND OTHER DOCUMENTS NECESSARY TO SECURE LOANS AND ISSUE AND SELL BONDS ASSOCIATED WITH THE REDUNDANCY PROJECT

WHEREAS, the South San Luis Obispo County Sanitation District ("District") is in the process of securing funding for construction of the Redundancy Project; and

WHEREAS, a portion of these funds will be in the form of loans administered by the United States Department of Agriculture and in the form of bonds issued and sold by the District; and

WHEREAS, in order to process the loan application and issue and sell bonds, the District must execute certain documents, including loan approval and acceptance forms; and

WHEREAS, the Board of Directors desires to delegate the authority to execute these documents on behalf of the District for the purpose of securing funding for the Redundancy Project to the Chairperson for the Board of Directors of the South San Luis Obispo County Sanitation District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT THAT:

1. The Chairperson for the Board of Directors of the South San Luis Obispo County Sanitation District is hereby authorized and directed to sign, for and on behalf of the District, all loan documents and all bond issue and sale documents, including but not limited to, loan approval and acceptance forms associated with all loans and bonds, in connection with the Redundancy Project.
2. The Chairperson for the Board of Directors of the South San Luis Obispo County Sanitation District is designated as the District's representative with respect to carrying out the District's responsibilities under any and all financing agreements associated with the Redundancy Project.

PASSED, APPROVED AND ADOPTED this 3rd day of June 2020 at a Board Meeting
of the South San Luis Obispo County Sanitation District.

Caren Ray Russom,
Chairperson

ATTEST:

Jeremy Ghent,
District Administrator

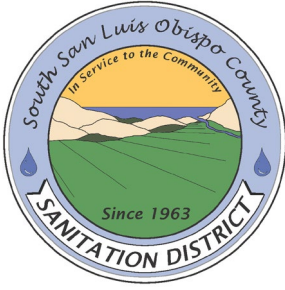
APPROVED AS TO FORM:

Keith F. Collins,
Interim General Counsel

CERTIFICATION:

I do hereby certify that the foregoing is a full, true and correct copy of Resolution
No. 2020-415, adopted June 3, 2020 by the Board of Directors of the South San Luis
Obispo County Sanitation District.

Amy Simpson, District Secretary



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.us

STAFF REPORT

Date: June 3, 2020
To: Board of Directors
From: Jeremy Ghent, District Administrator
Subject: **APPROVAL OF LEGAL SERVICES CONTRACT WITH THE LAW FIRM OF JONES & MAYER**

RECOMMENDATION:

Staff recommends that the Board of Directors enter into a contract with the law firm of Jones & Mayer to provide General Counsel legal services to the South San Luis Obispo Sanitation District.

BACKGROUND:

General Counsel Gil Trujillo resigned his position with the District effective February 7, 2020. Gilbert A. Trujillo was retained by the Board on November 4, 2015, to provide General Counsel services for the District. With Mr. Trujillo's departure, the Board directed Staff to solicit proposals for new District General Counsel.

DISCUSSION:

At the February 5, 2020 Board meeting the Board directed staff to issue an RFP for General Counsel. On March 4th the District published the RFP with proposals being due on April 9th. The District received proposals from four different firms. The scoring for the RFPs evaluated four key areas; 1.) Relevant experience representing water, wastewater, or utility districts, 2.) Thoroughness of proposal, 3.) Ability to meet the needs of the District, and 4.) Cost of services.

The firm of Jones & Mayer was ranked highest or tied for highest in each of the four categories securing staff's recommendation. The firm of Jones & Mayer is a full-service law firm specializing in municipal and local government law and has served as District Special Counsel since April of 2018.

FISCAL CONSIDERATIONS:

The District has adequate budget for anticipated legal costs in both the current FY19/20 and as proposed in the FY 20/21 budget.

Attachment: Agreement for Legal Services w/ Jones & Mayer

**AGREEMENT FOR LEGAL SERVICES
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

This Agreement for Legal Services (“Agreement”) is made and entered into by and between the law firm of JONES & MAYER (“Jones & Mayer”) and the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (the “District”), a public entity under the laws of the State of California.

RECITALS

- A. Jones & Mayer is a firm in the general practice of law with extensive experience advising public entities, and is fully able to carry out the duties described in this Agreement.
- B. The District desires to contract with Jones & Mayer to provide contract legal services to the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the District agree as follows:

1. **APPOINTMENT OF GENERAL COUNSEL**

A. Keith F. Collins is hereby designated and appointed as General Counsel to the District (“General Counsel”) of the South San Luis Obispo County Sanitation District, and shall serve and be compensated as provided by this Agreement. The General Counsel shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. As required, the General Counsel shall attend all District Board meetings and other meetings and be available at all reasonable times to the Chair, Board members, District Administrator, and persons designated by the District Administrator, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The General Counsel shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the District shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed General Counsel are a substantial inducement for the District to enter into this Agreement. The General Counsel shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the District, and all other special counsel to the District, and devoting such time as necessary to personally supervise such services. The primary assignment of the General Counsel shall not be changed by Jones & Mayer without the express approval of the District.

B. All attorneys assigned to perform approved District business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and

licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

2. SCOPE OF WORK

A. Jones & Mayer agrees to perform all necessary legal services as General Counsel to the District, and shall:

1. As required, attend all regularly scheduled and special District Board meetings and District Board study sessions.
2. As required, provide legal services on-site during office hours at the District Office, with the amount and the scheduling of such hours to be determined by the District. These hours of on-site service will be at regularly scheduled times made known to all members of the District Board and to all senior District staff so as to facilitate informal, direct access to legal counsel as necessary.
3. Attend any other meetings in person or via conference call as required by the District Board or the District Administrator.
4. Advise the District Board; any subordinate bodies, committees, authorities or agencies; District staff and other District officials; on all legal matters pertaining to District business.
5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard District documents.
6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the District.
7. Perform such other routine legal services as are required, from time to time, by the District Board, or the District Administrator.
8. Represent the District and the District's officials, officers, and employees in litigation and administrative proceedings as directed by the District Board, or the District Administrator.
9. At the request of the District, perform special projects or tasks assigned by the District Administrator or the District Board.

B. The District specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. The General Counsel will supervise outside legal counsel's work. This reservation of rights does not preclude the District from

assigning these matters to Jones & Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

3. COMPENSATION

Jones & Mayer shall be compensated for services rendered under this Agreement as follows:

A. General Legal Services

The District shall pay Jones & Mayer an hourly rate of \$215 for general legal services (those services described above in Section 2.A., numbers 1-8). All costs and expenses, including travel time and mileage, except those set forth in Section 3.F below, shall be deemed included in the foregoing hourly billing rates,

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within Section 2.A., numbers 1-8 shall be billed to District at the rate of \$225 per hour. Any special projects billed at this rate require prior approval of the District Board, District General Counsel or District Administrator, or designee. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, including travel time and mileage, except those set forth in Section 3.F below, shall be deemed included in the foregoing hourly billing rates.

C. Litigation Services

Litigation matters approved by the District Administrator and/or District Board shall be billed at the rate of \$250 per hour. Paralegal services shall be billed at the rate of \$125 per hour. All costs and expenses, including travel time and mileage, except those set forth in Section 3.F below shall be deemed included in the foregoing hourly billing rates.

D. Summary of Labor Rates:

Basic Legal Services	\$ 215.00	Per Hour
Special Services/Project	\$ 225.00	Per Hour
Litigation	\$ 250.00	Per Hour
Paralegal:	\$ 125.00	Per Hour

E. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent performing basic legal services, litigation matters, and additional specialized projects. The foregoing hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be automatically adjusted annually (effective as of the anniversary date of this Agreement commencing in 2020) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by

the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.

F. Billable Activities for Legal Services/Expenses

Jones & Mayer generally does not bill fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures.

Jones & Mayer will charge District for actual necessary costs incurred for all of the following: all costs incurred related to any litigation (civil or criminal), general legal services or special project, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research outside of our prepaid service fee, Fed-Ex or other overnight delivery service, parking fees, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, title reports, mileage, travel time and expenses, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

G. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the District Administrator. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the District, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

H. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the District.

4. CONFLICT OF INTEREST

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify District. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including District's adopted conflict of interest code, if any.

5. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the District, and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are District employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the District and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the District and Jones & Mayer, the quality of the services rendered, and the billing of such services, the District and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. INSURANCE AND INDEMNIFICATION

A. Insurance

1. Jones & Mayer shall procure and maintain, at its cost:
 - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate District, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by District.
 - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
 - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.

- d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against District, its elected and appointed officials, employees and volunteers.
2. All such policies shall provide District 30 days' notice of cancellation. Self-insured retentions must be declared and approved by District.
3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish DISTRICT with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the District.
4. Insurance shall be placed with insurers that maintain an A.M. Best rating of A-, VII or better, or otherwise meet the written approval of the District.
5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the District, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the District), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, arising out of or relating to Jones & Mayer's performance under this Agreement, except to the degree such injury, damage, error(s) or omission(s) may be caused by District's negligence or willful misconduct, or that of the District's officers or employees.

8. RECORDS AND REPORTS

A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the District to evaluate the performance of the required services. The District shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for District at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request by the District or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the District of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the District, except as may be required by law.

9. NONDISCRIMINATION

Jones & Mayer pledges there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. EFFECTIVE DATE

This AGREEMENT will govern all legal services performed by Jones & Mayer on behalf of District. The term of this Agreement shall commence on June 3, 2020 and shall continue in effect until terminated as provided herein. District may terminate the Agreement at any time, as provided in Section 11A.

11. TERMINATION

A. Termination By District

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the District Board, and the District Board hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the District. At that time, all further obligations of the District to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the District shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of District.

B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to District.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the District in transferring the files and assignments to District staff or other person designated by District pending the hiring of another General Counsel. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3 of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

South San Luis Obispo County Sanitation District
1600 Aloha, Place
Oceano, CA 93445

Jones & Mayer
3777 N. Harbor Blvd
Fullerton, CA 92835

13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the District. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the _____ day of _____, 2020.

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

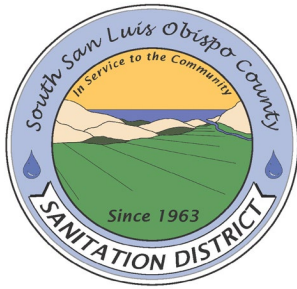
By: _____
Caren Ray Russom, Chair of Board of
Directors

By: _____
Jeremy Ghent, District Administrator

ATTEST:

JONES & MAYER

By: _____
Richard D. Jones
Owner/President



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

Staff Report

To: Board of Directors
From: Jeremy Ghent, District Administrator; Mychal Jones, Plant Superintendent
Date: June 3, 2020

Subject: DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

This report represents ongoing information on the latest District staff activities on major capital projects and studies, programmatic initiatives, regional collaboration, miscellaneous activities, and Plant Operations. *Updates since the last report are provided in italics below:*

Capital Projects:

Redundancy Project:

- *District received a response from USFWS.*
- *With this response the USDA Application has been completed and submitted to USDA.*
- *Staff expects to receive 'Letter of Conditions' by the end of June.*
- *Interest rates USDA are expected to be between 1.375% and 1.625%*
- *Estimated Key Dates*

TASK	TENTATIVE DATE
BEGIN ADVERTISING	8/17/2020
BID OPENING	10/12/2020
BOND SALE	11/17/2020
NTP	11/23/2020
COMPLETION	3/1/2023

Central Coast Blue:

- *No Update*

Misc:

- *District provided input on LAFCO update.*
- *COVID-19 Modifications*
 - *Daily Temperature Checks*
 - *One Person per Vehicle*
 - *Hand sanitizer in vehicles*
 - *Masks/Face coverings provided*
 - *Break Room limited to 3 people*

Plant Tours:

1. *Suspended for during 'Shelter at Home'*

Upcoming Items (Anticipated Date):

Revisions to KJ ESDC contract for Compliance with USDA (TBD)

Board Authorization to Bid Redundancy (8/5/2020)

Resolution Authorizing District to Sell Bonds for Redundancy Project (10/02/2020)

Operations Report

During this reporting period (May 1st – May 28th) the District's facility met its Permit limitations as required under the State of California's National Pollutant Discharge Elimination System (NPDES) Permit issued to the District. All analysis was within Permit limitations.

Monthly Plant Data for May 2020

May 2020	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100 mL	Chlorine Usage lbs/day
Low	2.31	3.3	<120	22.9		290	30		< 1.8	125
High	2.61	4.2	509	32		509	43		49	313
Average	2.47	3.67	377	26.1	93.1	393	36.8	90.6	10.4	193
May 2019 AVG	2.5	3.86	561	18.9	96.6	617	28.4	95.4	9.9	209
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

Modified Staffing

The District returned to full staffing on Monday, May 18, 2020. All staff is in good health and good spirits.

Outfall Repair

The District received repair parts and has tentatively scheduled a midnight shutdown on June 4th-5th to perform a permanent repair.

Primary Clarifier No. 2 Rehabilitation and Coatings Project

The rehab project continues to progress. Coating of the clarifier launder, scum box, and effluent box is expected to start the week of June 1st.

Operation and Maintenance Tasks

- Changed boiler air filter
- Five Cities Plumbing installed new sink in Men's Bathroom and snaked kitchen drain
- RS Fire Protection performed annual inspection of all fire extinguishers
- Disposed of hazardous waste at San Luis Obispo County Integrated Waste Management Authority
- Replaced chemical hose at chlorine contact tank
- Installed new seal and pump sensor on influent pump
- Redirected dewatering hoses to secondary clarifier from outfall repair site
- Removed extra sump pump out of secondary clarifier sump
- Checked and marked Underground Service Alerts
- Greased all Zerk fittings on centrifuge
- Added bleach to digester water seals to assist with algae control
- Continued inspection of manholes
- Organized and cleaned rental c-train in preparation for removal
- Cleaned plugged polymer system and placed back into operation
- Thoma Electric began thermographic inspection of plant electrical panels and equipment
- Flushed fixed film reactor
- Drained and cleaned final four channels of chlorine contact tank

Work Orders Completed

- Performed preventative maintenance on loader
- Verified chemical tanks were not siphoning
- Rinsed surfaces of all clarifiers
- Performed inspection of digester vacuum/pressure relief valves
- Flushed all sump pumps
- Replaced all desiccators in electrical panels throughout plant
- Performed preventative maintenance on forklift
- Performed preventative maintenance on all clarifiers
- Changed oil in digester mixing pump

Training

- Operations staff received training on Incident Reporting

Call Outs

- May 24th, 10:45 PM – Low Influent ORP. Operations staff responded and inspected chemical probe to ensure proper operation. No abnormalities were observed, and the probe returned to normal operation.