



CAMBRIA COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Thursday, May 27, 2010– 12:30 PM

VETERANS MEMORIAL BUILDING, 1000 MAIN ST., CAMBRIA, CA

AGENDA

This agenda is prepared and posted pursuant to Government Code Section 54954.2. By listing a topic on this agenda, the District's Board of Directors has expressed its intent to discuss and act on each item. In addition to any action identified in the summary description of each item, the action that may be taken by the Board of Directors shall include: a referral to staff with specific requests for information; continuance; specific direction to staff concerning the policy or mission of the item; discontinuance of consideration; authorization to enter into negotiations and execute agreements pertaining to the item; adoption or approval; and disapproval.

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. **OPENING**

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session

2. **PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THE AGENDA**

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the District Clerk.

3. **AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

(Estimated Time: 5 minutes)

4. **ACKNOWLEDGMENTS/PRESENTATIONS**

5. **SPECIAL REPORTS**

- A. SHERIFF'S DEPARTMENT REPORT

(Estimated Time: 5 minutes)

6. MANAGER'S AND BOARD REPORTS

- A. GENERAL MANAGER'S REPORT
(Estimated Time: 10 minutes)

- B. MEMBER AND COMMITTEE REPORTS
(Estimated Time: 10 minutes)

7. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A. Approve Expenditures for Month of April 2010

- B. Approve Minutes of Board of Directors Meeting, April 22, 2010

- C. Consider Adoption of Resolution 19-2010 Authorizing Award of Fire Hazard Fuel Reduction Contract

- D. Consider Approving Letter of Support for the CCSD Fire Department Designation as an Advanced Life Support Agency in San Luis Obispo County

- E. Consider Approving Extension of Intent to Serve Letter for Cambria Shores Inn, Kim Eady, Applicant, APN 022.381.002

- F. Consider Approving Extension of Intent to Serve Letter for a Senior Care Facility, Michael Clark, Applicant, APN 024.191.052

- G. Consider Adoption of Resolution 24-2010 Ratifying Side Letter No. 2 to Amended Payment and Compensation Plan (Management and Confidential Employees)

- H. Consider Adoption of Resolution 23-2010 Reinstating CCSD Employee Health Reimbursement Arrangement Benefit and Approving Services Agreement with BusinessPlans, Inc.

- I. Consider Adoption of Resolution 25-2010 Requesting CCSD 2010 Biennial Election be Consolidated with San Luis Obispo County for the November 2, 2010 Consolidated General Election

- J. Cast Ballot for Director Muril Clift as LAFCO Alternate Special District Member

- K. Consider Adoption of Resolution 27-2010 Revising Utilities Department Reorganization for Succession Planning

(Estimated Time: 15 minutes)

8. HEARINGS AND APPEALS

- A. Public Hearing to Confirm Itemized Report of Water and Wastewater Standby or Availability Charges as Provided in Government Code 61124
 - 1. Receive Financial Report
 - 2. Conduct Public Hearing
 - 3. Consider Adoption of Resolution 20-2010 Confirming Water and Wastewater Standby or Availability Charges

(Estimated Time: 30 minutes)

9. REGULAR BUSINESS

- A. Consider Introduction of Ordinance 01-2010 Adding Provisions to the CCSD Municipal Code Establishing the Board's Policy that Employees Pay 100% of the Employee's Designated Share of the PERS Retirement Contribution

- B. Consider Adoption of Resolution 21-2010 Authorizing First Amendment to Franchise Agreement for Integrated Solid Waste Management Services between the CCSD and Waste Connections, Inc. d/b/a Mission Country Disposal, Inc.

- C. Consider Adoption of Resolution 22-2010 Approving Agreement Between the CCSD and Brad Clark

- D. Consider Adoption of Resolution 26-2010 Authorizing a Loan from General Fund Reserves to the Water Fund for Completion of the Environmental Review Process for a New Stuart Street Tank and Rodeo Grounds Pump Station Replacement and Amend RBF Consulting Agreement to Extend Term to June 30, 2012

- E. Receive DRAFT FY 2010/2011 CCSD Operating Budget

(Estimated Time: 60 minutes)

10. PUBLIC COMMENT

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11. ADJOURN

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: MANAGER'S REPORT

ADMINISTRATION

FEDERAL ADVOCATE – VAN SCOYOC ASSOCIATES

The April monthly report from the CCSD federal advocate is attached.

U.S. ARMY CORPS OF ENGINEERS

The Army Corps' quarterly report through March 2010 is attached.

VOLUNTARY LOT MERGER PROGRAM

Attached is the quarterly summary report for the CCSD's Voluntary Lot Merger Program covering activity for April 2007-April 2010. Staff reduced the statistic tables for 2007 and 2008 program years to totals only to maintain the report's efficiency.

After going 7 months with zero activity, 97 lots have been reduced in the past three months! There are only 143 more lots to reduce to reach the new merger goal. Total cost of program thru April 2010: \$25,292.

INVESTMENT OF CCSD RESERVES

Staff and Directors Chaldecott and MacKinnon met with Rabobank representatives about options for investment of CCSD reserves, besides LAIF. Even though additional interest revenues would be nominal, it seems prudent to consider some diversification in CCSD investments. Staff will meet with the Finance Committee and report further next month, along with a review of the CCSD Investment Policy.

WATER AND SEWER CONNECTION/IMPACT FEES

Staff is preparing to work with a consultant to analyze and make recommendations for increasing the CCSD water and sewer connection/impact fees.

MISSION COUNTRY DISPOSAL 2010 FALL CLEANUP DAYS

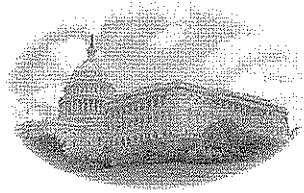
§ Fall Cleanup is scheduled for September 27-October 1, 2010.

During this time, extra recycling, green waste, and garbage is allowed on a customer's regular pickup day. Larger items such as appliances, mattresses, and furniture require advance arrangements are made with Mission Country for pickup and a nominal fee.

PARKS AND RECREATION

PROS COMMISSION

The PROS (Parks, Recreation and Open Space) Commission met on Tuesday, May 4, 2010. The Commission's next meeting is scheduled for Tuesday, June 1, 2010, at 10:00 a.m., at the Cambria Vets Hall (Dining Room).



VAN SCOYOC
ASSOCIATES

MEMORANDUM

From: Greg Burns
To: Cambria Community Services District
Subject: Report on Activities
Date: May 18, 2010

Integral Determination Report

Corps HQ received the Integral Determination Report (IDR) IDR and the sponsor letter on April 27 from the Los Angeles District and has begun the review process. There is no hard and fast timeline to which Corps HQ or the Assistant Secretary of the Army for Civil Works (ASACW) must adhere with regard to the review of the IDR.

Corps HQ will provide any comments to the Los Angeles District, will wait to receive the response to those comments, and then will review a revised IDR. The goal is to make the IDR as strong as possible before being sent to the ASACW's office for her review. I expect if all goes well, they should have the IDR to the ASA's within the next 15-20 days.

A complicating factor is that IDR's are relatively new documents (invented by WRDA 2007), so the ASACW has not reviewed many of them (fewer than 5). But, they are also relatively simple documents (as opposed to a several hundred page feasibility study), so the hope is that the ASACW's office can finish their review within 60 days.

After the IDR has been approved, the LA District of the Corps will forward the Project Partnership Agreement (PPA) incorporating the IDR to Corps HQ and it will go through the same review process (comments back and forth between HQ and the District, then delivery to the ASA, followed by review and signature). However, the PPA should take significantly less time to process and receive the ASA's signature, with approval possibly happening 60 days after receipt at Corps HQ.

Our office knows all the individuals involved in getting these documents signed and we will keep on top of them to ensure proper attention while the document is in Washington.

I have and will keep the Cambria leadership team apprised of the status of the documents on a frequent basis.

Water Resources Development Act

The Senate Environment and Public Works Committee indicated earlier this month their interest in beginning consideration of a new Water Resources Development Act (WRDA). This legislation, which was last passed by Congress in 2007 and is supposed to be considered every two years, authorizes activities by the Corps of Engineers, including those for “environmental infrastructure,” which includes projects for water supply.

With the Senate legislation in mind, we have submitted requests on behalf of the CCSD to Senators Feinstein and Boxer for inclusion of an increased Federal authorization for the Cambria desalination project.

In November of last year, we requested similar language of the House Transportation and Infrastructure Committee, via Representative Capps, when they indicated their interest in considering a WRDA bill. The Congresswoman supported our request with the following:

At the request of the Cambria Community Services District: increase the current Federal authorization for the Cambria Seawater Desalination facility project from \$10.3 million to \$17.325 million.

While the politics in Washington are not making the job of legislating easy, there is the hope that Congress will consider and pass a WRDA bill this year before the November elections. There is a lot of interest in a bill from stakeholders who have major objectives in a WRDA bill, such as those involved in waterborne commerce and the restoration of the Florida Everglades. Those larger interest groups will help our push for the legislation.

Federal Funding Request

As you know, Representative Capps has supported our effort to secure Federal funding for the desalination project via the Fiscal Year 2011 Energy & Water Appropriations bill which funds the Corps of Engineers.

As I’ve described previously, the House Republican Caucus decided to implement a one-year ban on Member project requests, which has complicated (along with the lengthy health care debate and the upcoming fall elections) efforts to begin consideration of annual appropriations bills via regular order this year.

I do not expect many appropriations bills to be completed before November, but I believe that several, including the Energy & Water Appropriations bill, will at least make it through their respective House and Senate Committees. That will allow us an opportunity to evaluate the success of our efforts sometime this summer prior to the August recess.

If you have any questions, please let me know.



Cambria Seawater Desalination Project

Quarterly Financial Report
3-Apr-10
intermediate

Project Estimates

	Total	Federal (75%)	CCSD (25%)
a) Original Estimate - source: Project Cooperation Agreement dated March 24, 2006	13,700,000	10,275,000	3,425,000
b) Updated Estimate - source: CCSD Board update 1/29/2009 (See Note 1)	16,400,000	12,300,000	4,100,000
c) Updated Estimate - source: CCSD Board update 1/29/2009 with Solar Power (See Note 1)	20,100,000	15,075,000	5,025,000

Federal Authorizations

Omnibus Appropriation Act 2001 - PL 106-554	10,300,000	(authorized project Federal Limit)
WRDA 2007	3,000,000	(potential in-kind credit - not additional funding)
American Recovery and Reinvestment Act of 2009 (ARRA)	2,530,000	(part of \$10.3M authorization - not additional funding)

Project Funds

	Dollars	
	Appropriated	Allocated
Federal		
Regular Appropriations	1,025,000	886,500
ARRA	2,530,000	2,530,000
Cambria Community Services District		
Cash		166,000
Project Coordination Team		
In-Kind (\$3M under review)		
Total		3,582,500

Project Obligations / Expenditures

	Dollars		
	Obligated (through 04-3-09)	Expended (through 04-3-09)	Estimate for next quarter
Federal			
Labor			
Project Management (See Note 2)	186,450	186,450	20,000
Planning (See Note 3)	72,161	72,161	20,000
Engineering (See Note 4)	111,192	111,192	40,000
Contracts			
Categorical Exclusion for Geotech Investigation	70,727	-	60,000
Geotechnical Investigation	733,165	95,444	150,000
CCSD			
PCT - Project Coordination Team (unofficial credit to date) (See Note 5)		225,232	
Total	1,173,695	690,478	290,000

Notes:

1. Project costs inflated at annual rate of 4% per year to an estimated construction mid-point of June 2012. Federal amount shown is higher than what is currently authorized. The current Federal limit is \$10.3 million. Therefore \$10.3 million will be the maximum potential Federal expenditure on this project without additional authorization and an amendment of the project agreement. Without change, CCSD will be responsible for any project cost above \$10.3 million.
2. Project management tasks have been related to all project management activities in development and coordination of the project management plan and project cooperation agreement. It also includes legal review. More currently it includes project management tasks related to the verification phase of the project in addressing environmental considerations and geotechnical investigations.
3. Planning cost is primarily the environmental work related to the project. Tasks have been focused on preparation of the project management plan and necessary coordination for development of an Environmental Assessment for the geotechnical work. Some actions also include coordination with other resource agencies.
4. Engineering cost included actions to develop the project management plan related to coastal processes and geotechnical evaluations. It also includes time and coordination to develop a scope of work for the existing geotechnical evaluation contract.
5. Project Coordination Team, PCT, activities include CCSD's time to coordinate with the Corps on project related design and construction actions.

Voluntary Merger Program at a Glance

BRP Goal for # of Lots Reduced By Merger	592
Total Number of Lots Reduced By Merger	449
Number of lots to Reduce to Reach Goal	143

Starting Balance of BRP Fund	\$30,095
Ttl Revenue Rcvd For BRP From 5/1/07-5/1/10	\$43,000
Current Cost of Merger Program	\$25,292
Balance remaining	\$47,803

	2007	2008
Number of Mergers	72	16
Number of Lots Reduced	195	85
Total Cost Per Year	\$11,379	\$4,621
BRP Revenue	\$10,000	0
Current Balance	\$28,716	\$24,095

Starting Balance	\$23,595	From Transfer of Commercial EDUs
	\$6,500	From Sale of Land
Revenue During 07/08	\$10,000	From Sale of Land
Revenue During 09/10	\$33,000	From Transfer of Commercial EDUs
Ttl. Revenue to BRP	\$73,095	

2009	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Number of Mergers	0	2	5	10	3	3	0	0	0	0	0	0	23
Number of Lots Reduced	0	6	10	35	13	8	0	0	0	0	0	0	72
Total Cost Per Month	\$0	\$365	\$903	\$1,621	\$549	\$549	\$0	\$0	\$0	\$0	\$0	\$0	\$3,987
BRP Revenue												\$33,000	\$33,000
Current Balance	\$24,095	\$23,730	\$22,827	\$21,206	\$20,657	\$20,108	\$20,108	\$20,108	\$20,108	\$20,108	\$20,108	\$53,108	\$53,108

2010*	JAN	FEB	MAR	APRIL	TOTAL
Number of Mergers	0	19	11	9	39
Number of Lots Reduced	0	40	31	26	97
Total Cost Per Month	\$0	\$3,245	\$1,268	\$792	\$5,305
BRP Revenue					
Current Balance	\$53,108	\$49,863	\$48,595	\$47,803	\$47,803

* 2010 Actual costs reflect mergers in progress.

**BOARD OF DIRECTORS' MEETING-MAY 27, 2010
ADDENDUM TO GENERAL MANAGER'S REPORT
FINANCE MANAGER'S REPORT**

AUDIT-The audited financial statements for the July 1, 2008 through June 30, 2009 fiscal year have been posted to the CCSD website.

BUDGET-The Mid-Year Budget and the Revenue and Expenditures for July 1, 2009 through March 31, 2010 have been posted to the CCSD website.

EXPENDITURES-There was one disbursement in excess of \$100,000 during April, 2010. A bank loan payment in the amount of \$254,251 was paid to Citizen's Bank.

RESERVES-LAIF BALANCE-The balance in the Local Agency Investment Fund as of April 30, 2010 was \$4,631,918. This balance is an increase of \$256,028 from March 31, 2010 and an increase of \$260,608 from April, 2009. This represents the sixth consecutive month that the balance was higher than for the same month one year prior.

The LAIF Balance is made up as follows (restrictions, if applicable, are noted):

<u>FUND</u>	<u>AMOUNT</u>
General	\$ 4,470,283
General (Prop. 1A)	\$ 79,643
Resource Conservation (Lot Merger Program)	\$ 54,378
Water	\$ -0-
Wastewater (Capital)	\$ 27,614

With the exception of the restricted funds to offset a potential future Proposition 1A take-away, restricted amounts are determined after all other fiscal year activity is recorded, reconciled and audited, although the balances are monitored during the fiscal year to ensure that funds set-aside for specific programs, such as the Lot Merger Program, are not overspent. Because the Proposition 1A funds are the result of a single transaction and not subject to the results of other activity, it is not necessary to wait for this process. The second of the two installments of Proposition 1A funds was received on May 6, 2010.

INTERNAL LOANS-As of April 30, 2010, the CCSD Board of Directors have approved the following internal loans and the indicated amounts have been disbursed:

<u>LENDING FUND</u>	<u>BORROWING FUND</u>	<u>LOAN AMOUNT AUTHORIZED</u>	<u>AMOUNT OF LOAN DISBURSED TO DATE</u>	<u>PURPOSE OF LOAN</u>
General	Water	\$ 166,000	\$ 166,000	ACE Matching
General	Water	\$ 60,000	\$ 60,000	SCADA
General	Wastewater	\$ 15,000	\$ 15,000	SCADA
General	Water	\$ 34,000	\$ -0-	Western Main Street Overlay

General	Wastewater	\$ 4,000	\$ -0-	Western Main Street Overlay
General	Water	\$ 30,000	\$ -0-	Stuart Street Tank & Rodeo Grounds Pump Station Environmental Review

Total Authorized Loans from the General Fund to the Water Fund: \$ 290,000
Total Authorized Loans from the General Fund to the Wastewater Fund*: \$ 19,000

*At this time, it appears that the Wastewater Fund will have sufficient funds to pay the projected expenditures related to the aforementioned projects without the need to borrow from the General Fund. The final determination will be made after all other fiscal year 2009/2010 activity is recorded and reconciled.

**BOARD OF DIRECTORS' MEETING
ADDENDUM TO GENERAL MANAGER'S REPORT
FIRE CHIEF'S REPORT**

Response information is attached and represents activities for the month of April 2010.

Progress updates and highlights regarding the different programs and services our department provides are identified below:

Prevention and Education (April 2010)

- **10** residential new and remodel fire plan reviews were completed.
- **08** residential and commercial technical fire inspections were conducted.
- **05** residential and commercial water appliance/conservation inspections were conducted.
- **06** engine company commercial fire and life safety inspections were conducted.
- **04** public education event
- **05** residential smoke detectors were installed and or the batteries changed.

Operations

The CCSD Fire Department recently participated in the annual San Luis Obispo County wildland interface drill. This year the event was held in South County at Parkhill. This drill was an expanded session involving resources from San Luis Obispo County, San Benito County and the U.S Forest Service. The areas of concentration were wildland containment and firefighting skills such as progressive hose lays, shelter deployment, and interface structure protection. Fire personnel from the CCSD Fire Department hosted instruction on compressed air foam systems (CAFS).

During a recent surfing competition at Pico Creek, a kayaker capsized and was separated from his boat. NCOR member David Yudovin, who was attending the event, swam out to assist and found the victim in distress. David was able to calm the cold and exhausted kayaker and swim him to shore. Thanks to David, the kayaker was safely returned to the shore, a little cold and scared but unharmed.

On the morning of Sunday May 9th fire crews responded to the report of a roof fire at the Main Street Grill. They arrived to find a fire in the exhaust system over the interior barbeque grill. The fire was contained to the hood and ductwork and was quickly extinguished with no damage to the restaurant. This is the second fire of this nature to occur in the ducting at the Main Street Grill. Fire Department staff is currently working with the San Luis Obispo County Health Department, A & B Fire Protection, and the management of the Main Street Grill to increase duct cleaning and inspection intervals to eliminate this problem from occurring in the future.

Prevention

Weed abatement season is officially underway with fuel reduction notices being mailed out on April 9th. The deadline to clear fuels from vacant parcels is June 15th with Fire Department inspections beginning the following day (June 16th). The CCSD weed abatement contractor will begin work on June 20th. Weeds, brush and vegetation fuels are extremely abundant this year due to the increased rainfall and fire crews expect an increased level of fire danger later in the year.

“Wildfire Prevention is a Community Responsibility!”

**Cambria CSD Fire Department
Response Information
January 1, 2010 - April 30, 2010**

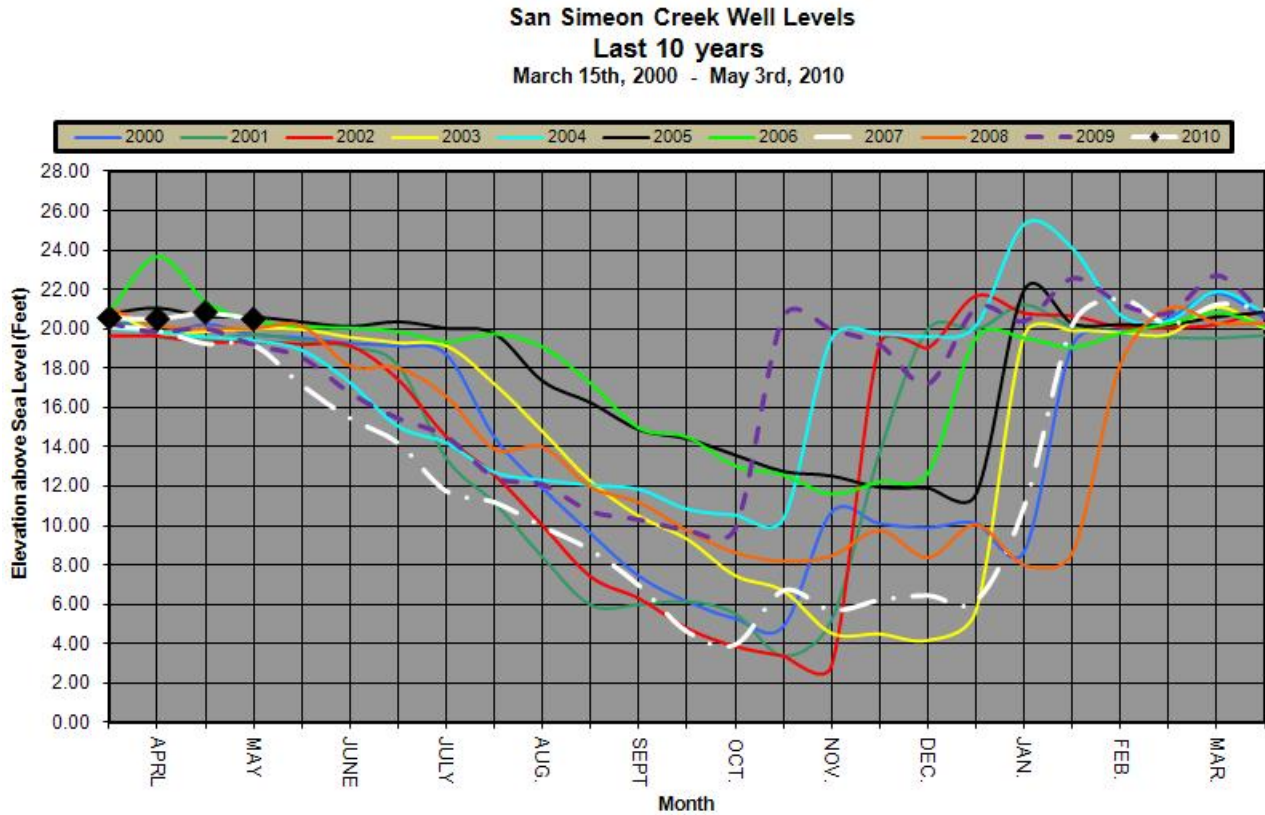
Categories	Jan '10	Feb '10	Mar '10	Apr '10	May '10	June '10	July '10	Aug '10	Sept '10	Oct '10	Nov '10	Dec '10	Totals
Fire	0	2	1	0									3
Hazardous Mat.	0	0	0	0									0
Medical*	40	37	40	36									153
Vehicle TC	2	0	2	4									8
Hazardous Situations	50	2	5	4									61
Public Service Assist	8	7	2	4									21
False Alarms	8	3	2	3									16
Agency Assist	0	0	0	0									0
Mutual Aid	0	0	0	1									1
Auto Aid	0	1	0	0									1
Fire Investigations	0	0	0	0									0
Monthly Response Totals	108	52	52	52	0	0	0	0	0	0	0	0	264
Cumulative Totals	108	160	212	264									
ALS*	0												0
Medic Engine Shift*	0												0

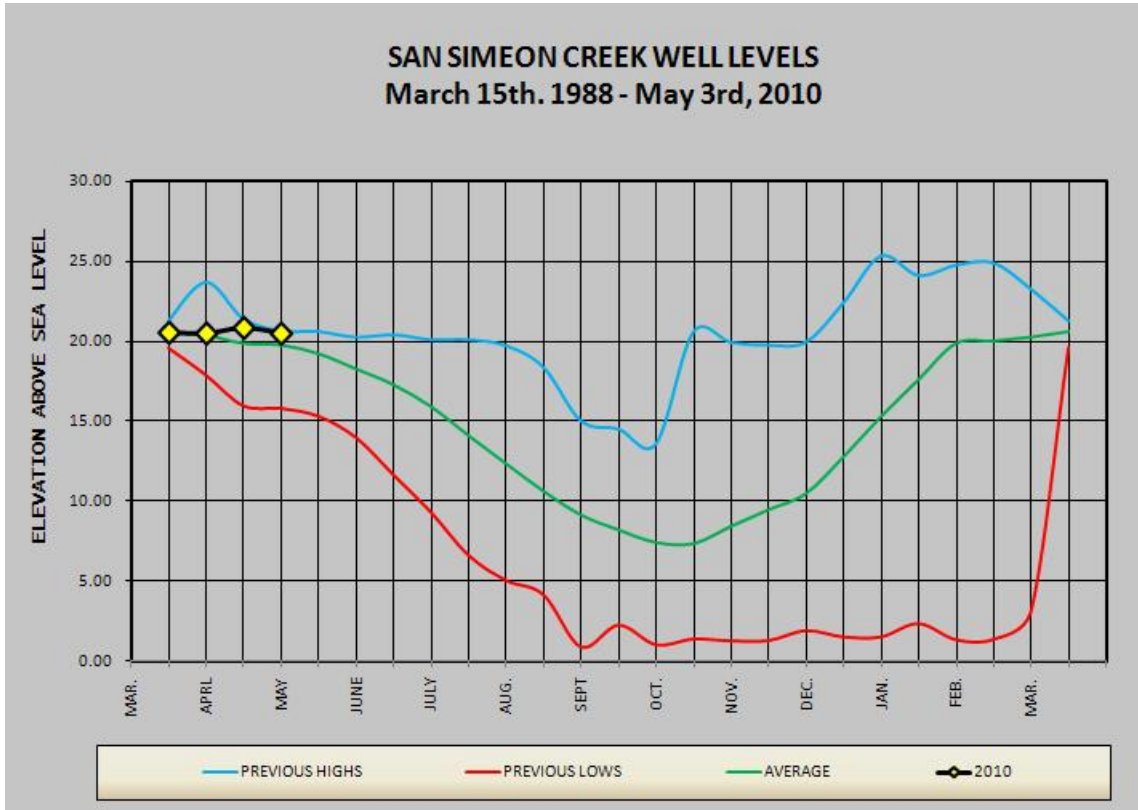
**BOARD OF DIRECTORS' MEETING – MAY 27, 2010
ADDENDUM TO GENERAL MANAGER'S REPORT
DISTRICT ENGINEER'S REPORT**

The following report is limited to last month's well readings. A brief verbal report will provide key updates to last month's report on various capital projects, utility coordination projects, and capital improvement projects. In addition, this month's agenda contains an item that will include discussion on the Stuart Street Tank project.

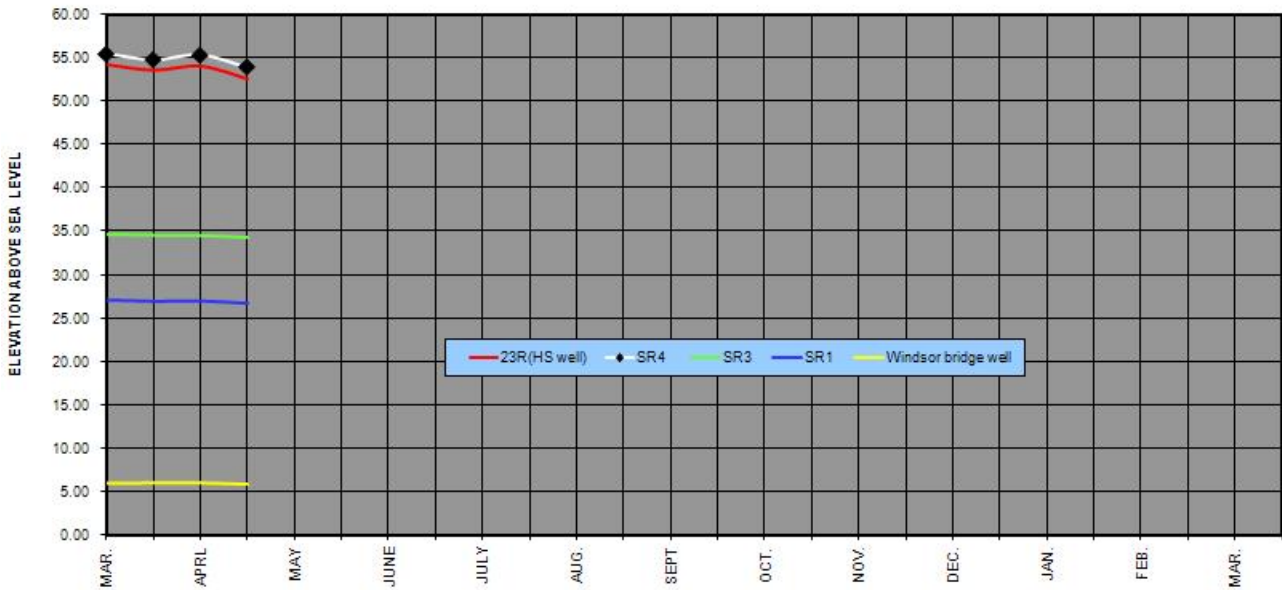
Well Levels

The historic current historic San Simeon well level charts and Santa Rosa well SR-4 level chart follow. This has been a good year for rainfall thus far and as of May 3rd, 2010, both aquifers are full.





SANTA ROSA CREEK WELL LEVELS March 15th, 2009 - May 3rd, 2010



**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING APRIL 30, 2010**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
ABILITY ANSWERING SERVICE	50776	4/2/2010	1	275.00	ADM/AFTER BUSINESS HRS ANSWERING SVC APR'10
ABSOLUTE AUTO TECH	50761	4/1/2010	1	400.33	FD/BRAKE REPAIR ON #5757 3/15/10
ABSOLUTE AUTO TECH	50815	4/12/2010	1	50.00	FD/REFINISH FRONT BRAKE ROTORS #5757 3/25/10
				450.33	
ACCURATE MAILING SERVICE	50777	4/2/2010	1	42.50	WD/PSTG DEPOSIT FOR REMINDER NOTICES APR'10
ACCURATE MAILING SERVICE	50777	4/2/2010	2	42.50	WW/PSTG DEPOSIT FOR REMINDER NOTICES APR'10
ACCURATE MAILING SERVICE	50790	4/2/2010	1	814.00	FD/POSTAGE FOR WEED ABATEMENT NOTICES 4/1/10
ACCURATE MAILING SERVICE	50874	4/23/2010	1	11.44	FD/PSTG DUE ON WEED ABATEMENT NOTICES 4/10/10
ACCURATE MAILING SERVICE	50874	4/23/2010	2	173.53	FD/PROF SVC-WEED ABATEMENT NOTICES 4/10/10
ACCURATE MAILING SERVICE	50874	4/23/2010	1	14.76	WD/PSTG DUE-APRIL REMINDER NOTICES 4/14/10
ACCURATE MAILING SERVICE	50874	4/23/2010	2	14.77	WW/PSTG DUE-APRIL REMINDER NOTICES 4/14/10
ACCURATE MAILING SERVICE	50874	4/23/2010	3	10.96	WD/PROF SVCS-APRIL REMINDER NOTICES 4/14/10
ACCURATE MAILING SERVICE	50874	4/23/2010	4	10.96	WW/PROF SVCS-APRIL REMINDER NOTICES 4/14/10
				1,135.42	
ADAMS, JAMES R.	50778	4/2/2010	1	45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
ADAMS, JAMES R.	50816	4/12/2010	1	405.00	WD/CELL PHONE REIMBURSEMENT MARCH-NOV. 2009
				450.00	
ADVANTAGE LASER PRODUCTS	50892	4/29/2010	1	135.15	ADM/CHECK STOCK 4/19/10
AGP VIDEO	50857	4/21/2010	1	575.00	ADM/VIDEO PROD/DIST. BOD MEETING 3/25/10
AIR POLLUTION CNTRL DIST	50762	4/1/2010	1	728.38	FD/PERMIT TO OPERATE CHIPPER JAN. '10 - JAN. '11
ALLSTAR FIRE EQUIPMENT	50893	4/29/2010	1	400.53	FD/5-GALLON CLASS A FOAM 4/15/10
ALPHA FIRE & SECURITY	50858	4/21/2010	1	135.00	F&R/VET'S HALL MONITOR ELEC. FIRE SYS. MAY-JULY'10
AT&T PAYMENT CENTER	50894	4/29/2010	1	291.04	WD/ALARM VAN GORDON RD. APRIL 2010
AT&T/CALNET2	50763	4/1/2010	1	16.35	WW/FAX MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	15.71	WD/TELEMETRY SYS. MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	30.09	F&R/VET'S HALL ALARM FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	663.06	WW/CIRCUIT ALARM SYSTEM MARCH 2010
AT&T/CALNET2	50763	4/1/2010	1	15.71	ADM/RADIO VAULT FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	15.72	WD/BLDG. PUMP LMRT. TANK FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	16.26	ADM/FAX MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	317.97	ADM/MAIN OFFICE MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	72.17	WD/PHONE & FAX MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	122.42	WW/MAIN OFFICE MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	177.99	WD/SCADA SYS-WD CNXN FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	1	177.99	FD/T1 LINES CNCTG FD/WD/WW FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	2	177.98	WD/T1 LINES CNCTG FD/WD/WW FEBRUARY 2010
AT&T/CALNET2	50763	4/1/2010	3	177.98	WW/T1 LINES CNCTG FD/WD/WW FEBRUARY 2010
AT&T/CALNET2	50817	4/12/2010	1	170.45	FD/MAIN OFFICE MONTHLY CHARGES FEBRUARY 2010
AT&T/CALNET2	50859	4/21/2010	1	15.89	WW/FAX MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50859	4/21/2010	1	663.06	WW/CIRCUIT ALARM SYSTEM APRIL 2010
AT&T/CALNET2	50859	4/21/2010	1	15.71	ADM/RADIO VAULT MARCH 2010
AT&T/CALNET2	50859	4/21/2010	1	16.02	ADM/FAX MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50859	4/21/2010	1	303.15	ADM/MAIN OFFICE MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50859	4/21/2010	1	120.50	WW/MAIN OFFICE MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	15.71	WD/TELEMETRY SYS. MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	30.09	F&R/VET'S HALL ALARM MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	15.84	WD/BLDG. PUMP LMRT. TANK MARCH 2010

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AT&T/CALNET2	50895	4/29/2010	1	74.45	WD/PHONE & FAX MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	159.10	FD/MAIN OFFICE MONTHLY CHARGES MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	177.99	WD/SCADA SYS-WD CNXN MARCH 2010
AT&T/CALNET2	50895	4/29/2010	1	177.99	FD/T1 LINES CNCTG FD/WD/WW MARCH 2010
AT&T/CALNET2	50895	4/29/2010	2	177.98	WD/T1 LINES CNCTG FD/WD/WW MARCH 2010
AT&T/CALNET2	50895	4/29/2010	3	177.98	WW/T1 LINES CNCTG FD/WD/WW MARCH 2010
				<u>4,309.31</u>	
AVAYA	50764	4/1/2010	1	191.28	WW/PHONE & VOICEMAIL MAINTENANCE MARCH-JUNE 2010
AVAYA	50819	4/12/2010	1	105.96	FD/PHONE & VOICEMAIL MAINT. MARCH-JUNE 2010
				<u>297.24</u>	
BADGER METER INC.	50765	4/1/2010	1	1,005.43	WD/8 METERS & TRANSMITTERS 3/17/10
BADGER METER INC.	50861	4/21/2010	1	723.13	WD/REPAIR C&I METERS 3/26/10
				<u>1,728.56</u>	
BJ&J CONSTRUCTION COMPANY	50862	4/21/2010	1	295.00	WD/ASPHALT PATCH @ 282 CHATHAM 3/23/10
BRENNTAG PACIFIC, INC.	50863	4/21/2010	1	473.03	WD/CHEMICALS 4/9/10
BRENNTAG PACIFIC, INC.	50863	4/21/2010	1	707.86	WW/CHEMICALS 4/9/10
				<u>1,180.89</u>	
BRUMIT DIESEL INC	50864	4/21/2010	1	68.09	FD/PARTS TO REPAIR HYD. HOSE ON WT-57 3/25/10
BURTON'S FIRE, INC.	50820	4/12/2010	1	262.14	FD/FILTERS FOR #5791 3/24/10
CALIFORNIA TRAILS CONFERENCE	50805	4/8/2010	1	500.00	PR/REG 2010 CA TRAILS\GRNWAY CNFRNCE 4/20-4/23/10
CALIFORNIA TRAILS CONFERENCE	50805	4/8/2010	2	-	PR/CONT..REGISTRATION GAIL ROBINETTE/JEFF MILLER
				<u>500.00</u>	
CAMBRIA AUTO PARTS	50818	4/12/2010	1	8.87	FD/GRAPHITE SPRAY 3/19/10
CAMBRIA AUTO PARTS	50860	4/21/2010	1	423.03	WD/BATTERIES 3/7/10
CAMBRIA AUTO PARTS	50860	4/21/2010	2	14.90	WD/WIRE & CONNECTORS 3/7/10
CAMBRIA AUTO PARTS	50860	4/21/2010	1	24.66	F&R/BATTERY ACID & HYDRAULIC OIL 3/12/10
CAMBRIA AUTO PARTS	50860	4/21/2010	2	7.46	F&R/BATTERY TESTER 3/12/10
CAMBRIA AUTO PARTS	50860	4/21/2010	1	36.57	WW/WIPER BLADES, BULB & DIESEL FUEL ADD. 3/10/10
CAMBRIA AUTO PARTS	50860	4/21/2010	2	8.56	WW/FLOOR SWEEP 3/10/10
CAMBRIA AUTO PARTS	50860	4/21/2010	3	10.77	WW/SPARK PLUG & FUEL HOSE 3/10/10
CAMBRIA AUTO PARTS	50860	4/21/2010	1	381.88	WD/HOSES & FITTINGS FOR BACKHOE & TRACTOR 3/9/10
CAMBRIA AUTO PARTS	50860	4/21/2010	1	8.55	FD/RADIATOR CAP 4/5/10
				<u>925.25</u>	
CAMBRIA BUSINESS CENTER	50865	4/21/2010	1	16.16	FD/SHIPPING 3/2/10
CAMBRIA HARDWARE CENTER	50870	4/21/2010	1	97.31	WD/CAP,PLUG,BLACK SHEET,BRASS NIPPLES,GLUE 3/2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	2	32.07	WD/SCREW EXT.,LID,TROWEL,ZIPLOC BAGS.PAINT 3/2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	3	38.95	WD/RAKE 3/28/10
CAMBRIA HARDWARE CENTER	50870	4/21/2010	1	128.34	WW/TUBE,TIES,NUTS,BOLTS,SCREWS,BATTERIES 03/2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	2	-	CONT. PAPER TOWELS, AIR FRESHENER,PHONE CASE
CAMBRIA HARDWARE CENTER	50870	4/21/2010	3	-	CONT. BY-LOPPER MARCH 2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	4	199.17	WW/SPRAYER & DRILL MARCH 2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	1	104.56	F&R/OVEN CLEANER,FILTER,DRAIN CLEANER,PAD 3/2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	2	-	CONT. NUTS,BOLTS,SCREWS,CHAIN,HAMMER BIT 3/2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	3	11.36	F&R/KEYS MARCH 2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	4	469.81	F&R/WEST RANCH BRIDGE EXTENSION MARCH 2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	1	49.42	FD/STRAPPING,MOP REFILL,LYSOL,SPRAYER,CLOTHS 3/10
CAMBRIA HARDWARE CENTER	50870	4/21/2010	2	9.73	FD/ARMOR CONNECTOR MARCH 2010
CAMBRIA HARDWARE CENTER	50870	4/21/2010	3	27.34	FD/PAINT,MASKING TAPE & SILICONE GREASE 3/2010
				<u>1,168.06</u>	

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CAMBRIA PINES TREE SVC	50773	4/1/2010	1	400.00	F&R/REMOVE HAZARDOUS TREE & HAUL DEBRIS 3/13/10
CAMBRIA ROCK	50774	4/1/2010	1	108.25	WD/2 YDS. DG FOR CHATHAM 3/18/10
CAMBRIA VILLAGE PHARMACY	50872	4/21/2010	1	18.00	ADM/UTILITY BILL COLLECTION MARCH 2010
CAMBRIA VILLAGE SQUARE	50775	4/1/2010	1	342.86	ADM/COMMON AREA MAINTENANCE JAN. & FEB. 2010
CAMBRIA VILLAGE SQUARE	50789	4/2/2010	1	3,182.13	ADM/MONTHLY OFFICE LEASE PAYMT 1316 TAMSON APR'10
				<u>3,524.99</u>	
CARMEL & NACCASHA LLP	50779	4/2/2010	1	6,600.00	ADM/MONTHLY RETAINER LEGAL SERVICES 04/2010
CARMEL & NACCASHA LLP	50813	4/9/2010	1	1,452.00	WD/LITIGATION SERVICES - BERGE FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	2	1,452.00	WW/LITIGATION SERVICES - BERGE FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	3	224.50	WD/LITIGATION SERVICES - LANDWATCH FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	4	1,258.00	WD/LITIGATION SERVICES - LINDSEY FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	5	28.35	WD/COPYING SERVICES FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	6	28.35	WW/COPYING SERVICES FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	7	125.00	WD/SERVICE FEE - BERGE FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	8	125.00	WW/SERVICE FEE - BERGE FEBRUARY 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	1	166.50	WD/LITIGATION SERVICES - BERGE MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	2	166.50	WW/LITIGATION SERVICES - BERGE MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	3	1,184.00	WD/LITIGATION SERVICES - LANDWATCH MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	4	518.00	WD/LITIGATION SERVICES - LINDSEY MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	5	0.60	WD/COPYING SERVICES - BERGE MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	6	0.60	WW/COPYING SERVICES - BERGE MARCH 2010
CARMEL & NACCASHA LLP	50813	4/9/2010	7	59.40	WD/COPYING SERVICES - LANDWATCH MARCH 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	1	825.00	FD/LEGAL SERVICES FEBRUARY 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	2	3,195.75	ADM/LEGAL SERVICES FEBRUARY 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	3	2,909.00	WD/LEGAL SERVICES FEBRUARY 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	4	(6,600.00)	ADM/LESS FEBRUARY 2009 RETAINER
CARMEL & NACCASHA LLP	50814	4/9/2010	1	49.50	FD/LEGAL SERVICES MARCH 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	2	3,673.50	ADM/LEGAL SERVICES MARCH 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	3	4,512.75	WD/LEGAL SERVICES MARCH 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	4	33.00	WW/LEGAL SERVICES MARCH 2010
CARMEL & NACCASHA LLP	50814	4/9/2010	5	(6,600.00)	ADM/LESS MARCH 2010 RETAINER
				<u>15,387.30</u>	
CELLULAR ONE	50766	4/1/2010	1	12.88	FD/CELLULAR PHONE SERVICE FEBRUARY 2010
CELLULAR ONE	50766	4/1/2010	2	19.75	WD/CELLULAR PHONE SERVICE FEBRUARY 2010
CELLULAR ONE	50766	4/1/2010	3	19.45	WW/CELLULAR PHONE SERVICE FEBRUARY 2010
CELLULAR ONE	50766	4/1/2010	4	173.95	WW/NEW ON-CALL CELL PHONE FEBRUARY 2010
CELLULAR ONE	50766	4/1/2010	5	36.91	F&R/CELLULAR PHONE SERVICE FEBRUARY 2010
CELLULAR ONE	50896	4/29/2010	1	11.24	FD/CELLULAR PHONE SERVICE MARCH 2010
CELLULAR ONE	50896	4/29/2010	2	19.45	WD/CELLULAR PHONE SERVICE MARCH 2010
CELLULAR ONE	50896	4/29/2010	3	19.55	WW/CELLULAR PHONE SERVICE MARCH 2010
CELLULAR ONE	50896	4/29/2010	4	36.91	F&R/CELLULAR PHONE SERVICE MARCH 2010
				<u>350.09</u>	
CENTRAL COAST BEARINGS	50767	4/1/2010	1	87.49	WD/HYDRAULIC HOSE FOR BACKHOE 3/12/10
CENTRAL COAST COFFEE	50866	4/21/2010	1	19.26	ADM/SUPPLIES 4/13/10
CENTRAL COAST COFFEE	50897	4/29/2010	1	16.75	ADM/SUPPLIES 4/20/10
				<u>36.01</u>	
CHAPARRAL BUSINESS MACHIN	50768	4/1/2010	1	3,088.00	ADM/YEARLY MAINT. RENEWAL SAVIN 4060 3/15/2010
CHAPARRAL BUSINESS MACHIN	50821	4/12/2010	1	115.00	ADM/REPAIR SAVIN 9955 3/25/10
				<u>3,203.00</u>	

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CITIZENS BUSINESS BANK	50844	4/20/2010	1	146,315.00	WD/PRINCIPAL 3/15/10
CITIZENS BUSINESS BANK	50844	4/20/2010	2	18,948.15	WD/INTEREST 3/15/10
CITIZENS BUSINESS BANK	50844	4/20/2010	3	78,785.00	WW/PRINCIPAL 3/15/10
CITIZENS BUSINESS BANK	50844	4/20/2010	4	10,202.85	WW/INTEREST 3/15/10
				<u>254,251.00</u>	
CLIFT, MURIL	50898	4/29/2010	1	237.00	WD/MEETING W/ARMY CORPS OF ENGINEERS 4/16/10
COAST ELECTRONICS/RADIO	50836	4/15/2010	1	14,402.64	FD/RADIO EQUIPMENT - 2009 AFG COMM. 4/8/10
COAST ELECTRONICS/RADIO	50836	4/15/2010	1	11,415.99	FD/RADIO EQUIPMENT - 2009 AFG COMM. 4/8/10
COAST ELECTRONICS/RADIO	50836	4/15/2010	1	17,616.06	FD/RADIO EQUIPMENT - 2009 AFG COMM. 4/8/10
COAST ELECTRONICS/RADIO	50867	4/21/2010	1	205.00	F&R/PARTS & REPAIR HAND-HELD RADIO 4/5/10
				<u>43,639.69</u>	
COLLINGS & ASSOCIATES	50868	4/21/2010	1	250.00	FD/6755 CAMBRIA PINES ROAD 2/16/10
COLLINGS & ASSOCIATES	50868	4/21/2010	1	250.00	FD/325 EMMONS ROAD 2/19/10
				<u>500.00</u>	
CONSOLIDATED ELECTRICAL	50769	4/1/2010	1	156.70	WW/COMPUTER BACK-UP BATTERIES 3/15/10
CONSOLIDATED ELECTRICAL	50769	4/1/2010	2	1,484.55	WW/CONTACTS FOR LIFT STATION B & A-1 3/15/10
CONSOLIDATED ELECTRICAL	50899	4/29/2010	1	87.23	WW/LIGHT BULBS & RELAY 4/7/10
				<u>1,728.48</u>	
CORBIN WILLITS SYSTEMS	50770	4/1/2010	1	65.00	ADM/SETUP MOMs IN NEW WORKSTATION 3/8/10
CORBIN WILLITS SYSTEMS	50780	4/2/2010	1	1,174.12	ADM/MONTHLY SUPPORT AGREEMNT-MOM SOFTWARE APR'10
				<u>1,239.12</u>	
CREEK ENVIRONMENTAL LAB.	50771	4/1/2010	1	67.50	WD/COLIFORM LAB TESTS 3/9/10
CRYSTAL SPRING WATER CO.	50869	4/21/2010	1	15.57	WW/DISTILLED WATER MARCH 2010
CRYSTAL SPRING WATER CO.	50869	4/21/2010	2	58.08	WW/DRINKING WATER MARCH 2010
				<u>73.65</u>	
CULLIGAN-KITZMAN WATER	50837	4/15/2010	1	38.00	FD/28 DAY WATER-SOFTENER MARCH 2010
DAVY, MARGARET E.	50772	4/1/2010	1	50.00	RC/REBATE FOR 1.28 GPF TOILET 3/23/10
DON SPILMAN PLUMBING	50900	4/29/2010	1	115.00	WD/REPAIRS TO 6399 CHARING LN. 4/12/10
DUFRESNE, PETER	50800	4/6/2010	1	28.96	WD/CUSTOMER REFUND
EFLEXGROUP.COM, INC.	50902	4/30/2010	1	50.00	ADM/COBRA MONTHLY ADMIN FEE MARCH 2010
ENNIX INCORPORATED	50781	4/2/2010	1	2,975.00	WW/DIGESTER OPTIMIZATION INV# 6007 3/8/10-4/7/10
ERICKSON, LAURA/LOVING D,	50801	4/6/2010	1	66.49	WD CUSTOMER REFUND FOR ERI0008
FARM PLAN	50838	4/15/2010	1	973.55	F&R/REPAIR PARTS JOHN DEERE LOADER 3/23/10
FARM PLAN	50838	4/15/2010	1	212.93	F&R/BELTS FOR MOWER JOHN DEERE TRACTOR 3/25/10
				<u>1,186.48</u>	
FGL ENVIRONMENTAL	50806	4/8/2010	1	481.00	WW/INORGANIC, ORGANIC & SUPPORT ANALYSIS 3/3/10
FIRMA CONSULTANTS, INC.	50880	4/23/2010	1	1,462.50	WD/GEOTECH STUDY PROFESSIONAL SRVCS 3/15-4/12/10
FIRMA CONSULTANTS, INC.	50880	4/23/2010	1	800.35	PR/MASTER PLAN FISC RNCH ADDT.SRVC.#1 3/15-4/12/10
				<u>2,262.85</u>	

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FIRST AMERICAN TITLE CO	50903	4/30/2010	1	75.00	RC/CLTA LOT BOOK GUARANTEE 3/1/10
FIRST AMERICAN TITLE CO	50903	4/30/2010	1	75.00	RC/CLTA LOT BOOK GUARANTEE 3/29/10
FIRST AMERICAN TITLE CO	50903	4/30/2010	1	150.00	RC/CLTA LOT BOOK GUARANTEE 3/30/10
FIRST AMERICAN TITLE CO	50903	4/30/2010	1	150.00	RC/CLTA LOT BOOK GUARANTEE 3/30/10
				<u>450.00</u>	
FIRST BANKCARD	50791	4/2/2010	1	-	ADM/K.CHOATE VISA CHARGES MARCH 2010
FIRST BANKCARD	50791	4/2/2010	2	66.00	ADM/LIVE SCAN NOTARY COMMISSION RENEWAL 3/15/10
FIRST BANKCARD	50791	4/2/2010	1	-	ADM/B.GRESENS VISA CHARGES MARCH 2010
FIRST BANKCARD	50791	4/2/2010	2	150.84	ADM/NEW CAR BATTERY FOR PRIUS 3/4/10
FIRST BANKCARD	50791	4/2/2010	3	144.40	WD/GPS MAP 60CSX GPS PERP 3/9/10
FIRST BANKCARD	50791	4/2/2010	4	144.40	WW/GPS MAP 60CSX GPS PERP 3/9/10
FIRST BANKCARD	50791	4/2/2010	1	-	WD/T.RUDOCK VISA CHARGES MARCH 2010
FIRST BANKCARD	50791	4/2/2010	2	1,296.56	WD/CONGRESSIONAL MEETINGS WASHINGTON DC MARCH 2010
				<u>1,802.20</u>	
FISHER SCIENTIFIC	50792	4/2/2010	1	105.14	WW/BUFFER PAC PH4 3/19/10
FITNESS APPRAISAL, INC.	50807	4/8/2010	1	375.00	FD/HEAVY METALS SCREENING 3/15/10
FRY, KATHY	50823	4/13/2010	1	40.00	ADM/TRAVEL TO FRESNO PERS TRAINING 4/7/10
GALLAGHER, MICHAEL S.	50839	4/15/2010	1	126.25	FD/REIM TRVL TO SALINAS-AFG GRANT WORKSHOP 3/17/10
GRESENS, ROBERT C.	50782	4/2/2010	1	45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
HEAD, RON	50793	4/2/2010	1	400.00	WD/TEST CCSD BACKFLOW DEVICES 3/26/10
HOME DEPOT CREDIT SERVICE	50794	4/2/2010	1	174.78	F&R/VETS HALL REPAIR AND SUPPLIES/DREMEL 3/4/10
INNOVATIVE CONCEPTS	50783	4/2/2010	1	839.30	FD/MONTHLY BROADBAND SERVICES APR'10
INNOVATIVE CONCEPTS	50783	4/2/2010	2	839.30	F&R/MONTHLY BROADBAND SERVICES APR'10
INNOVATIVE CONCEPTS	50783	4/2/2010	3	889.30	ADM/MONTHLY BROADBAND & EXCHANGE SERVICES APR'10
INNOVATIVE CONCEPTS	50783	4/2/2010	4	839.30	WD/MONTHLY BROADBAND SERVICES APR'10
INNOVATIVE CONCEPTS	50783	4/2/2010	5	839.30	WW/MONTHLY BROADBAND SERVICES APR'10
INNOVATIVE CONCEPTS	50795	4/2/2010	1	275.68	FD/OFFICE 2007 ACCESS ONLY SOFTWARE 2/17/10
INNOVATIVE CONCEPTS	50795	4/2/2010	1	200.00	WW/TECH SUPPORT 3/11/10
INNOVATIVE CONCEPTS	50795	4/2/2010	2	77.76	WW/500 GB INTERNAL HD 3/11/10
INNOVATIVE CONCEPTS	50795	4/2/2010	1	25.00	FD/TECH SUPPORT 3/17/10
INNOVATIVE CONCEPTS	50795	4/2/2010	1	200.00	ADM/TECH SUPPORT 3/22/10
INNOVATIVE CONCEPTS	50795	4/2/2010	1	50.00	ADM/TECH SUPPORT 3/24/10
INNOVATIVE CONCEPTS	50824	4/13/2010	1	211.44	ADM/TECH SUPPORT 3/30/10
INNOVATIVE CONCEPTS	50824	4/13/2010	1	(11.44)	ADM/CREDIT FOR COURIER SERVICE 3/30/10
				<u>5,274.94</u>	
INT'L INST. MUNI CLERKS	50904	4/30/2010	1	200.00	ADM/MEMBERSHIP DUES CHOATE,MADRID 6/30/10-6/30/11
J B DEWAR	50808	4/8/2010	1	173.55	WD/2 5 GAL DEEP WELL FOR OIL PRDCTN WELLS 3/18/10
J B DEWAR	50808	4/8/2010	1	2,007.37	WW/DIESEL FUEL CHARGES 3/17/10
J B DEWAR	50808	4/8/2010	1	1,043.39	FD/GASOLINE & DIESEL FUEL CHARGES 3/17/10
J B DEWAR	50808	4/8/2010	1	800.13	WD/DIESEL FUEL & GASOLINE CHARGES 3/17/10
J B DEWAR	50808	4/8/2010	1	1,988.08	WW/DIESEL FUEL CHARGES 3/31/10
J B DEWAR	50808	4/8/2010	1	778.07	WD/DIESEL FUEL & GASOLINE CHARGES 3/31/10
J B DEWAR	50841	4/15/2010	1	1,132.91	FD/GASOLINE AND DIESEL FUEL CHARGES 3/31/10
J B DEWAR	50881	4/23/2010	1	1,119.74	WW/DIESEL FUEL CHARGES 4/14/10
J B DEWAR	50881	4/23/2010	1	685.22	FD/DIESEL FUEL CHARGES 4/14/10
J B DEWAR	50881	4/23/2010	1	819.98	WD/GASOLINE AND DIESEL FUEL CHARGES 4/14/10
				<u>10,548.44</u>	

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KRAFT, ROBBIN	50802	4/6/2010	1	65.19	WD/CUSTOMER REFUND
KUYKENDALL, MICHAEL	50784	4/2/2010	1	45.00	WW/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
LELAND ELECTRONICS	50882	4/23/2010	1	716.19	WD/REPAIRED TELEMETRY FISCALINI TANK 3/31/10
MADRID, MONIQUE	50905	4/30/2010	1	40.00	ADM/REIMBURSE TRVL TO SDRMA TRAINING 3/29-3/30/10
MATHESON TRI-GAS, INC	50809	4/8/2010	1	49.28	WW/ACETYLENE CYL RENTAL MARCH 2010
MCMASTER-CARR SUPPLY CO	50810	4/8/2010	1	161.66	WW/PART #8064K61 CONTACT KIT PUMP STN #9 3/25/10
MCMASTER-CARR SUPPLY CO	50810	4/8/2010	1	161.66	WW/PART #8064K61 CONTACT KIT PUMP STN 9 3/26/10
				<u>323.32</u>	
MENDOZA, CARLOS	50785	4/2/2010	1	22.50	F&R/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
MENDOZA, CARLOS	50785	4/2/2010	2	22.50	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
				<u>45.00</u>	
MILLER, MARK	50786	4/2/2010	1	45.00	FD/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
MINER'S ACE HARDWARE	50811	4/8/2010	1	152.03	ADM/LIGHTBULBS FOR DISTRICT OFFICE 4/2/10
MINER'S ACE HARDWARE	50825	4/13/2010	1	21.74	F&R/SHEET ALUM 24"X36"X.020" 4/2/10
MINER'S ACE HARDWARE	50906	4/30/2010	1	42.38	F&R/DEADBOLT SNG CYL/REKEY 4/20/10
				<u>216.15</u>	
MISSION LINEN SUPPLY	50826	4/13/2010	1	73.40	F&R/LINEN SERVICE & UNIFORM CLEANING MARCH 2010
MISSION LINEN SUPPLY	50826	4/13/2010	2	348.24	WD/LINEN SERVICE & UNIFORM CLEANING MARCH 2010
				<u>421.64</u>	
MUSIC FACTORY	50812	4/8/2010	1	89.00	F&R/LABOR TO FIX PODIUM MICROPHONE 3/11/10
MUSIC FACTORY	50812	4/8/2010	1	10.27	F&R/SHIPPING CHARGES 3/11/10
				<u>99.27</u>	
NOONAN, KATIE	50803	4/6/2010	1	72.01	WD/CUSTOMER REFUND
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	5.24	F&R/ELEC SVC TO 3/31/10 3195 RODEO GRNDS RD
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	308.12	WW/ELEC SVC TO 4/03/10 6202 NOTTINGHAM DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	2	144.78	WW/ELEC SVC TO 4/03/10 6789 MOONSTONE BCH DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	3	113.21	WW/ELEC SVC TO 4/03/10 3200 ETON RD
PACIFIC GAS & ELECTRIC	50875	4/23/2010	4	342.66	WW/ELEC SVC TO 4/03/10 190 HARVEY ST
PACIFIC GAS & ELECTRIC	50875	4/23/2010	5	769.22	WW/ELEC SVC TO 4/03/10 4849 CABRILLO HWY
PACIFIC GAS & ELECTRIC	50875	4/23/2010	6	370.50	WW/ELEC SVC TO 4/03/10 2222 GREEN ST
PACIFIC GAS & ELECTRIC	50875	4/23/2010	7	269.84	WW/ELEC SVC TO 4/03/10 1551 GREEN ST
PACIFIC GAS & ELECTRIC	50875	4/23/2010	8	20.60	WW/ELEC SVC TO 4/03/10 990 SAN SIMEON CRK RD
PACIFIC GAS & ELECTRIC	50875	4/23/2010	9	16.91	WW/ELEC SVC TO 4/03/10 1090 HILLCREST DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	10	9,187.58	WW/ELEC SVC TO 4/03/10 5500 HEATH LN
PACIFIC GAS & ELECTRIC	50875	4/23/2010	11	18.39	WW/ELEC SVC TO 4/03/10 212 DEVAULT PL
PACIFIC GAS & ELECTRIC	50875	4/23/2010	12	59.32	WW/ELEC SVC TO 4/03/10 2282 BURTON DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	44.61	WW/ELEC SVC TO 3/31/10 990 SAN SIMEON CRK RD
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	12.86	ADM/ELEC SVC TO 3/31/10 1316 TAMSON STE 203
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	11.55	WD/ELEC SVC TO 3/31/10 7806 VAN GORDON CRK RD
PACIFIC GAS & ELECTRIC	50875	4/23/2010	1	33.89	F&R/ELEC SVC TO 4/07/10 WEST VILLAGE RESTROOMS
PACIFIC GAS & ELECTRIC	50875	4/23/2010	2	15.12	F&R/ELEC SVC TO 4/07/10 EAST VILLAGE RESTROOMS
PACIFIC GAS & ELECTRIC	50875	4/23/2010	3	207.28	F&R/ELEC SVC TO 4/07/10 SL BURTON/CAMBRIA
PACIFIC GAS & ELECTRIC	50875	4/23/2010	4	266.89	F&R/ELEC SVC TO 4/07/10 SL MNSTN BCH ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	5	11.31	F&R/ELEC SVC TO 4/07/10 SL MNSTN BCH ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	6	60.56	F&R/ELEC SVC TO 4/07/10 SL LEIMERT TRCT 358

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VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
PACIFIC GAS & ELECTRIC	50875	4/23/2010	7	112.30	F&R/ELEC SVC TO 4/07/10 SL LEIMERT TRCT 420
PACIFIC GAS & ELECTRIC	50875	4/23/2010	8	58.47	F&R/ELEC SVC TO 4/07/10 SL BURTON/ARDATH
PACIFIC GAS & ELECTRIC	50875	4/23/2010	9	110.43	F&R/ELEC SVC TO 4/07/10 SL BUS. FAC. ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	10	152.01	F&R/ELEC SVC TO 4/07/10 SL BUS. FAC. ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	11	83.67	F&R/ELEC SVC TO 4/07/10 SL BUS. FAC. ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	12	67.53	F&R/ELEC SVC TO 4/07/10 SL BUS. FAC. ZONE
PACIFIC GAS & ELECTRIC	50875	4/23/2010	13	136.20	F&R/ELEC SVC TO 4/07/10 1/2 1000 MAIN ST.
PACIFIC GAS & ELECTRIC	50875	4/23/2010	14	136.21	FD/ELEC SVC TO 4/07/10 1/2 1000 MAIN ST.
PACIFIC GAS & ELECTRIC	50875	4/23/2010	15	310.49	ADM/ELEC SVC TO 4/07/10 1316 TAMSON STE 201
PACIFIC GAS & ELECTRIC	50875	4/23/2010	16	550.83	FD/ELEC SVC TO 4/07/10 2858 BURTON DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	17	13.61	FD/ELEC SVC TO 4/07/10 2850 BURTON DR
PACIFIC GAS & ELECTRIC	50875	4/23/2010	18	78.10	FD/ELEC SVC TO 4/07/10 1968 RICHARD AVE
PACIFIC GAS & ELECTRIC	50883	4/28/2010	1	13.31	WD/ELEC SVC TO 4/02/10 9110 CHARING LN
PACIFIC GAS & ELECTRIC	50883	4/28/2010	2	741.90	WD/ELEC SVC TO 4/02/10 1320 SAN SIMEON CRK RD
PACIFIC GAS & ELECTRIC	50883	4/28/2010	3	29.98	WD/ELEC SVC TO 4/02/10 1330 SAN SIMEON CRK RD
PACIFIC GAS & ELECTRIC	50883	4/28/2010	4	2,646.66	WD/ELEC SVC TO 4/02/10 1340 SAN SIMEON CRK RD
PACIFIC GAS & ELECTRIC	50883	4/28/2010	5	346.82	WD/ELEC SVC TO 4/02/10 6425 CAMBRIA PINES RD
PACIFIC GAS & ELECTRIC	50883	4/28/2010	6	15.57	WD/ELEC SVC TO 4/02/10 988 MANOR WAY
PACIFIC GAS & ELECTRIC	50883	4/28/2010	7	2,285.30	WD/ELEC SVC TO 4/02/10 2031 RODEO GRNDS RD
PACIFIC GAS & ELECTRIC	50883	4/28/2010	8	12.86	WD/ELEC SVC TO 4/02/10 2499 VILLAGE LN
PACIFIC GAS & ELECTRIC	50883	4/28/2010	9	479.93	WD/ELEC SVC TO 4/02/10 1975 STUART ST
				<u>20,672.62</u>	
PASO ROBLES FORD	50796	4/2/2010	1	2,546.33	WD/MAINT/REPAIR ON 1999 F150 03/22/10
PETTY CASH	50835	4/14/2010	1	52.36	ADM/DEPOSIT CORCTN 3/26/10 ADDTN ERROR IN CASH
PUMP REPAIR SERVICE CO.	50797	4/2/2010	1	3,494.21	WW/PARTS TO REPAIR PUMP AT LIFT STATION B-3 3/18
QUILL CORP	50798	4/2/2010	1	277.34	ADM/LASER PAPER 03/23/10
QUILL CORP	50798	4/2/2010	1	97.36	ADM/STORAGE BOXES,TYLENOL,IBUPROFEN 03/24/10
QUILL CORP	50827	4/14/2010	1	143.07	ADM/LASER PAPER,CD CASE,D-RING BINDER 04/08/10
QUILL CORP	50876	4/23/2010	1	99.78	ADM/VM LOG BOOK,6X9 ENV,AA BATT.,FLDRS 4/14/10
QUILL CORP	50884	4/28/2010	1	110.46	FD/SHEET PROTCTR,COPY PAPER,LABEL TAPE 4/01/10
QUILL CORP	50884	4/28/2010	1	12.49	ADM/THINGS TO DO AGENDA, SUPER GLUE 4/08/10
QUILL CORP	50884	4/28/2010	1	119.70	ADM/LASER PAPER & SHEET PROTCTR 4/20/10
QUILL CORP	50884	4/28/2010	1	128.47	ADM/WOOD FRAMES FOR PROCLAMATIONS 4/21/10
				<u>988.67</u>	
R.J BOWERS DISTRUBUTORS, INC.	50829	4/14/2010	1	29.95	FD/REPLACEMENT PART FOR PRESSURE WASHER 03/04/10
REGNS INTRST BILLING SVC	50828	4/14/2010	1	10.09	FD/BULK FUEL TANK DIESEL FILTER 03/23/10
REGNS INTRST BILLING SVC	50828	4/14/2010	1	180.47	FD/ANLYZ CHK ENG LIGHT & RPLC FUEL SOLENOID 3/29
				<u>190.56</u>	
ROBERTSON, RICHARD/DONNA	50804	4/6/2010	1	27.25	WD/CUSTOMER REFUND
RUDOCK, TAMMY	50787	4/2/2010	1	45.00	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB APR'10
RUDOCK, TAMMY	50830	4/14/2010	1	294.00	ADM/TRAVEL REIMB.-SDRMA TRAINING SACTO 3/29-30/10
RUDOCK, TAMMY	50885	4/28/2010	1	258.50	WD/TRVL REIMB-MTG W/ ARMY CORPS PJCT TEAM 4/16/10
				<u>597.50</u>	
SCHNEIDEWIND, SUZY	50831	4/14/2010	1	12.00	ADM/MILEAGE TO DROP OFF RMNDR NOTICES 2/11 & 4/13
SCHNEIDEWIND, SUZY	50831	4/14/2010	2	25.00	ADM/MEALS DURING CAL-PERS TRAINING 4/7/10
				<u>37.00</u>	
SDRMA	50832	4/14/2010	1	21,537.00	ADM/WC INSUR PREM. 4TH QTR 2009/2010

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SELECT BUSINESS SYSTEMS	50886	4/28/2010	1	173.51	FD/SHARP X3500 MONTHLY SVC AGRMNT 2/25/10-3/25/10
SLO CO EMERGENCY MEDICAL	50908	4/30/2010	1	50.00	FD/EMT RECERTIFICATION FEE M.GALLAGHER 3/10-3/11
SLO COUNTY	50888	4/28/2010	1	545.37	WD/CROSS CONNECTION-INSPECTN & ADM COST 1/1-2/28
SLO COUNTY CLERK-RECORDER	50907	4/30/2010	1	17.00	WD/LIEN RELEASE 4/29/10
SLO COUNTY PLANNING DEPT.	50845	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/5/10
SLO COUNTY PLANNING DEPT.	50846	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50847	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/23/10
SLO COUNTY PLANNING DEPT.	50848	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/24/10
SLO COUNTY PLANNING DEPT.	50849	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50850	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50851	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50852	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50853	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50854	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/16/10
SLO COUNTY PLANNING DEPT.	50855	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/23/10
SLO COUNTY PLANNING DEPT.	50856	4/20/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 3/24/10
SLO COUNTY PLANNING DEPT.	50887	4/28/2010	1	88.00	RC/SLO COUNTY MERGER APP FEE 4/16/10
				<u>1,144.00</u>	
SLO COUNTY PUBLIC WORKS	50833	4/14/2010	1	12,770.62	WD/RELOCATION COST-WTR/SWR LINES LFNGWEL BRDG 3/17
SLO COUNTY PUBLIC WORKS	50833	4/14/2010	2	25,541.24	WW/RELOCATION COST-WTR/SWR LINES LFNGWEL BRDG 3/17
				<u>38,311.86</u>	
SMYTH, NORMAN	50889	4/28/2010	1	234.71	FD/REIMB. FOR CERT SUPPLIES 4/16/10
STATE OF CAL/DPT PUB HLTH	50871	4/21/2010	1	1,785.60	WD/WATER SYSTEM FEES JULY-DEC. 2009
STATE WATER RES.CTRL.BRD.	50901	4/29/2010	1	170.00	WW/GRADE 3 LICENSE RENEWAL A. DREYFUS 4/29/10
TEMPLETON UNIFORMS	50890	4/28/2010	1	227.33	FD/PUBLIC SAFETY VEST 4/08/10
TEXAS REFINERY CORP.	50834	4/14/2010	1	128.39	FD/ENGINE OIL FOR FIRE APPARATUS 03/11/10
TEXAS REFINERY CORP.	50834	4/14/2010	1	206.80	FD/TRANSMISSION FLUID FOR FIRE APPARATUS 03/15/10
TEXAS REFINERY CORP.	50891	4/28/2010	1	251.88	FD/OIL FOR RIGS 3/25/10
				<u>587.07</u>	
THE DOCUTEAM	50822	4/12/2010	1	235.27	ADM/DOCUMENT STORAGE MARCH 2010
THE GAS COMPANY	50840	4/15/2010	1	176.00	F&R/GAS SERVICE 1000 MAIN ST 3/3-4/1/10
THE GAS COMPANY	50840	4/15/2010	1	65.76	ADM/GAS SERVICE 1316 TAMSON DR STE 201 3/3-4/1/10
THE GAS COMPANY	50840	4/15/2010	1	193.08	FD/GAS SERVICE 2850 BURTON DR 3/3-4/1/10
THE GAS COMPANY	50840	4/15/2010	1	42.65	ADM/GAS SERVICE 1316 TAMSON STE 203 3/3-4/1/10
THE GAS COMPANY	50840	4/15/2010	1	44.19	FD/GAS SERVICE 5490 HEATH LN 3/4-4/2/10
THE GAS COMPANY	50840	4/15/2010	1	58.52	WW/GAS SERVICE 5500 HEATH LN APT B 3/4-4/2/10
THE GAS COMPANY	50840	4/15/2010	1	82.65	WW/GAS SERVICE 5500 HEATH LN 3/4-4/2/10
THE GAS COMPANY	50840	4/15/2010	1	54.98	F&R/GAS SERVICE 3195 BURTON DR 3/3-4/1/10
				<u>717.83</u>	
THOMSON WEST	50799	4/2/2010	1	321.53	ADM/UPDATES FOR ANNOTATED CA CODE BOOKS 01/04/10
TOBY'S PLUMBING	50877	4/23/2010	1	725.00	WD/INSTL NEW WATER MAIN-282 CHATHAM LN 03/21/10
TYGRIS VENDOR FINANCE INC	50878	4/23/2010	1	291.69	FD/SHARP X3500 COPIER LEASE AGREEMENT 4/07/10

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VAN SCOYOC ASSOC., INC.	50788	4/2/2010	1	6,225.00	ADM/PROF FEDL ADVOCACY FOR DESAL WASH D.C APR'10
WELLS FARGO	50879	4/23/2010	1	150.00	RC/LENDER MERGER FEES 3/24/10
	50833	4/21/2010	9000	(12,770.62)	Ck# 050833 Reversed
	50833	4/21/2010	9002	(25,541.24)	Ck# 050833 Reversed
	50873	4/21/2010	9000	12,770.62	Ck# 050873->050833 Replacement
	50873	4/21/2010	9002	25,541.24	Ck# 050873->050833 Replacement
				<u>0.00</u>	
Accounts Payable Vendor Sub-Total				<u>471,197.92</u>	
AFLAC (AMER FAM LIFE INS)	1470	4/2/2010	1	476.19	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1470	4/2/2010	1	98.70	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1497	4/16/2010	1	476.19	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1497	4/16/2010	1	98.70	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1511	4/30/2010	1	476.19	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1511	4/30/2010	1	98.70	VOLUNTARY INS-PRETAX
				<u>1,724.67</u>	
CAMBRIA FIREFIGHTERS ASSN	1500	4/16/2010	1	152.50	RESERVE FIREFTR DUES
EMPLOYMENT DEVELOPMENT DP	1472	4/2/2010	1	3,497.17	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1472	4/2/2010	1	854.51	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1499	4/16/2010	1	3,927.57	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1499	4/16/2010	1	1,020.26	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1513	4/30/2010	1	3,590.46	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1513	4/30/2010	1	865.27	STATE INCOME TAX
				<u>13,755.24</u>	
FRANCHISE TAX BOARD	1473	4/2/2010	1	75.00	DEDUCTION - MISC 2
FRANCHISE TAX BOARD	1501	4/16/2010	1	75.00	DEDUCTION - MISC 2
FRANCHISE TAX BOARD	1514	4/30/2010	1	75.00	DEDUCTION - MISC 2
				<u>225.00</u>	
H.O.B.-DIRECT DEPOSIT	1474	4/2/2010	1	4,134.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1474	4/2/2010	1	48,839.90	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1502	4/16/2010	1	4,134.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1502	4/16/2010	1	50,722.02	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1515	4/30/2010	1	4,134.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1515	4/30/2010	1	49,378.47	Direct Deposit Flat
				<u>161,342.39</u>	
H.O.B./FEDERAL TAXES	1475	4/2/2010	1	9,556.79	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1475	4/2/2010	1	9,632.70	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1475	4/2/2010	1	2,252.80	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1503	4/16/2010	1	10,895.72	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1503	4/16/2010	1	11,500.98	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1503	4/16/2010	1	2,689.80	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1516	4/30/2010	1	9,778.88	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1516	4/30/2010	1	9,753.88	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1516	4/30/2010	1	2,281.16	FEDERAL INCOME TAX
				<u>68,342.71</u>	
ICMA-VNTGPT TRSFR AGT 401	1477	4/2/2010	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	1505	4/16/2010	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	1518	4/30/2010	1	100.00	401-INDIV CONTRIB
				<u>300.00</u>	

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ICMA-VNTGPT TRSFR AGT 457	1476	4/2/2010	1	2,263.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1476	4/2/2010	1	800.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1504	4/16/2010	1	2,263.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1504	4/16/2010	1	800.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1517	4/30/2010	1	2,263.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1517	4/30/2010	1	800.00	457 DEF COMP-INDIV
				<u>9,190.38</u>	
PERS HEALTH BENEFIT SERV	1523	4/30/2010	1	22,854.76	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	2	(0.09)	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	3	104.42	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	4	94.43	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	5	2,806.64	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	6	968.66	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	7	6,396.74	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	8	2,676.00	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	9	3,091.20	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1523	4/30/2010	1	2,613.54	MEDICAL INSURANC-YER
				<u>41,606.30</u>	
PERS RETIREMENT SYSTEM	1478	4/2/2010	1	(0.03)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1478	4/2/2010	2	22,680.30	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1506	4/16/2010	1	(0.03)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1506	4/16/2010	2	23,958.68	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1519	4/30/2010	1	(0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1519	4/30/2010	2	22,626.49	PERS PAYROLL REMITTANCE
				<u>69,265.39</u>	
PRINCIPAL LIFE INSUR COMP	1524	4/30/2010	1	2,631.16	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1524	4/30/2010	2	(0.10)	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1524	4/30/2010	1	124.44	DENTAL INSURANCE-YER
				<u>2,755.50</u>	
SEIU, LOCAL 620	1479	4/2/2010	1	282.75	SEIU UNION DUES
SEIU, LOCAL 620	1507	4/16/2010	1	282.75	SEIU UNION DUES
SEIU, LOCAL 620	1520	4/30/2010	1	282.75	SEIU UNION DUES
				<u>848.25</u>	
SLO CREDIT UNION	1471	4/2/2010	1	320.00	CREDIT UNION
SLO CREDIT UNION	1498	4/16/2010	1	320.00	CREDIT UNION
SLO CREDIT UNION	1512	4/30/2010	1	320.00	CREDIT UNION
				<u>960.00</u>	
STATE OF CAL -DISB. UNIT	1480	4/2/2010	1	129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	1508	4/16/2010	1	129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	1521	4/30/2010	1	129.23	DEDUCTION-MISC 1
				<u>387.69</u>	
THE VARIABLE ANNUITY LIFE	1481	4/2/2010	1	75.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	1509	4/16/2010	1	75.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	1522	4/30/2010	1	75.00	DEFERRED COMP -VALIC
				<u>225.00</u>	
				<u>Payroll Payable Vendor Sub-Total</u>	
				<u>371,081.02</u>	
				<u>TOTAL DISBURSEMENTS FOR APRIL, 2010</u>	
				<u>842,278.94</u>	



ADDENDA TO MONTHLY EXPENDITURE REPORT

<i>DEPARTMENT CODES</i>	
FD	Fire Department
F&R	Facilities and Resources
ADM	Administration
RC	Resource Conservation
WD	Water Department
WW	Wastewater Department
PR	Parks & Recreation

CAMBRIA COMMUNITY SERVICES DISTRICT
MINUTES OF THE REGULAR MEETING OF BOARD OF DIRECTORS
APRIL 22, 2010 – VETERANS MEMORIAL BUILDING

1. Call to Order: President Sanders called the meeting to order at 12:00 pm. and led the pledge of allegiance, announced closed session item and adjourned to closed session.

Present: Directors Clift, De Micco, MacKinnon and President Sanders

Absent: Director Chaldecott

Also present: General Manager Tammy Rudock, District Counsel Tim Carmel

District Engineer Bob Gresens and District Clerk Kathy Choate

President Sanders reconvened open session at 12:35 p.m.

District Counsel Carmel reported nothing to report from closed session.

2. Public Comment:

Marshall Ochylski, President Los Osos CSD, President CSDA of San Luis Obispo County, and running for Board of Supervisors. Invited CCSD to work formally within SLO County CSDA chapter on Coastal Commission regarding common interests.

Harry Farmer, Cambria. Spoke regarding water alternative sources and desal issues with emphasis on conservation alternatives.

3. Agenda Review:

General Manager Rudock provided the following changes for the record:

Resolution 18-2010, 3rd whereas, strike “project,” replace with “action.” Be it resolved, number 3, strike “all work on,” replace with its environmental review related to.”

Staff Report 9.A, pg. 40 at * strike 3/26/11 with 4/23/11, pg. 41 strike item 4 entirely. Pg. 33 noted that Working out of class provision does not apply to opportunities for Acting Chief assignments; pg. 59 and 60, strike Bill Hollingsworth, replace with Emily Torlano as signatory. Page 68, Resolution 14-2010, added 4th Whereas, effective April 23, 2010, Resolution 42-2008 shall no longer apply to the Cambria Firefighters/IAFF Local 4635; deleted Now, therefore, be it resolved numbers 3 and 4, and deleted entire BE IT FURTHER RESOLVED sentence.

4. Acknowledgements/Presentation:

None

5. Special Reports

Sherriff’s Department Commander Ben Hall reported reports similar to this time period last year; burglaries, Santa Lucia Middle School thefts, stadium seats stolen from 800 block of Main Street, vehicle theft.

President Sanders congratulated Commander Hall on 35 years of service with SLO County Sheriff’s Department.

6. Manager’s and Board Reports

A. Manager’s Report

Tammy Rudock presented manager’s report. District Engineer reported on Utilities and Engineering.

Public Comment:

Elizabeth Bettenhausen, Cambria. Commented on ACE quarterly report and \$3 million credit.

Steve Figler, Cambria. Commented CCSD should be more responsive in answering questions rather than suggesting use of website.

Mary Webb, Cambria. Commented on Engineer's report and suggested workshop on capital projects.

Lynne Harkins, Cambria. Commented on a greywater web link, grant availability with Bureau of Reclamation for water efficiency, and RWQCB reports.

B. Member and Committee Reports

Director De Micco reported on April 15 WEACC meeting. WEACC will provide a report to the Board at regular June meeting.

7. Consent Agenda

A. Approve expenditures for the month of March 2010

B. Approve minutes of Board of Directors meeting March 25, 2010

Public Comment:

Elizabeth Bettenhausen, Cambria. Questioned if FIRMA expense for proposed negative declaration would be part of joint expenditures with ACE, or CCSD expense.

General Manager Rudock read consent items for the record.

Director De Micco moved to approve the consent agenda. Vice President Clift seconded. Motion carried unanimously. Aye – 4, No – 0, Absent – 1 (Chaldecott)

8. Hearings and Appeals

A. Consider adoption of Resolution 18-2010 acknowledging U.S. Army Corps of Engineers' sole responsibility for the Santa Rosa Creek Beach Geotechnical and Hydrogeological Study. General Manager Rudock presented staff report. District Counsel Tim Carmel reported on legal analysis of study. Board discussion followed.

Public Comment:

Elizabeth Bettenhausen, Cambria. Where does it state geotech testing is excluded from CCSD agreement with ACE? If Articles 3(a) and 4.4 in March 2006 agreement require CCSD to obtain permits, how is CCSD exempt from getting permits on project? Whose responsibility is it to get a permit from SLO County?

Catherine Ryan Hyde, Cambria. Board member of Landwatch SLO County. Commented on State Dept Fish and Game, Wildlife Services, US Interior Dept. comments on negative declaration. Does CCSD know ramifications of handing project over to ACE? Requested Board take additional time to make decision.

Gary Gall, NCAC. Commented on February 22, California Dept of Fish and Game letter opposing drilling on the beach. Concerned with Coastal Commission decision.

Art Chapman, Cambria. Spoke in support of desal as a reliable, sustainable source of water. If there were a cheaper more viable solution he would support that.

Mahala Burton, Cambria. Spoke in opposition to Resolution 18-2010 and counsel's opinion that CEQA does not apply to the project.

Anne Winburn, Cambria. Landwatch SLO County board member. Submitted letter for the record, opposes Resolution 18-2010.

Amanda Rice, Cambria. Supports turning over geotech project to ACE, allowing efforts of CCSD to focus efforts on other needed projects. Suggested a water audit program.

Mary Webb, Cambria. Spoke in opposition to Resolution 18-2010 and commented on CCSD studies conducted over the years.

Cynthia Hawley, Cambria. Attorney for Landwatch SLO County. Commented on contract issues related to ACE sole responsibility for geotech project. Opposed Resolution 18-2010, claiming public is being denied access to research used to make this determination and the hearing is in violation of the public's right to a fair hearing. Landwatch requests continuance of hearing.

James Cresenski, Cambria. Supports Resolution 18-2010 and expressed dire need for engineered measured data.

President Sanders included for the record written comments submitted in support of the recommended action from Gail Robinette, fifty-three (53) emails, and written comment slips from Ron and Helga Crummitt, Rick and Sandie Audette, and Paul McDonnell.

Board discussion followed

Director MacKinnon moved to adopt 18-2010 acknowledging that the U.S. Army Corps of Engineers retains sole responsibility for the Santa Rosa Creek Beach Geotechnical Investigation as read by the General Manager. Director De Micco seconded.

Ayes – 4, No – 0, Absent – 1 (Chaldecott)

B. Public hearing to consider fixing of Water and Wastewater Standby or Availability charges as provided in Government Code §61124. General Manager Rudock presented the staff report. President Sanders opened the public hearing.

Public Comment:

Jerry McKinnon, Cambria. Commented on Water Fund and transfer from General Fund and suggested rate increase.

Mary Webb, Cambria. Inquired how many intent to serve letters, open connection permits, grandfather meters, and open commitments there are. Requested clarification on Pine Knolls Tanks and Moonstone Beach project completion.

President Sanders closed the public hearing.

Director De Micco moved to adopt resolution 16-2010 fixing water and wastewater standby or availability charges for FY 2010/2011. Director Cliff seconded.

Motion carried unanimously. Aye – 4, No – 0, Absent – 1 (Chaldecott)

9. Regular Business

A. Adopt Resolution 13-2010 ratifying Memorandum of Understanding (MOU) with International Association of Fire Fighters (IAFF) Local 4635, and Side Letter No. 1 and Side Letter No. 2.

Adopt Resolution 14-2010 reporting the payment of member contributions to the California Public Employees' Retirement System

Adopt Resolution 15-2010 for Employer Pick-Up – IRC 414(H)(2)

General Manager Rudock presented the staff report. President Sanders commented on IAFF negotiations, thanked General Manager, and commended Fire Department staff. Vice President Cliff expressed his appreciation of Fire Department efforts.

Public Comment: None

Director Cliff moved to adopt Resolution 13-2010 ratifying the MOU between the CCSD and Cambria Firefighters/IAFF Local 4635, Side Letter No. 1 and Side Letter No. 2.

Director MacKinnon seconded. Motion carried unanimously.

Ayes – 4, No – 0, Absent – 1 (Chaldecott)

General Manager Rudock read revised Resolution 14-2010 for the record. **Director Cliff moved adoption of Resolution 14-2010 as read. Director MacKinnon seconded. Motion carried unanimously. Ayes – 4, No – 0, Absent – 1 (Chaldecott)**

Director Cliff moved adoption of Resolution 15-2010 for Employer Pick-Up – IRC 414(H)(2). Director MacKinnon seconded.

Ayes – 4, No – 0, Absent – 1 (Chaldecott)

B. Adopt Resolution 17-2010 supporting Utilities Department restructuring for succession planning and lifting hiring freeze for related personnel recruitments.

General Manager Rudock presented the staff report. Board discussion followed.

Director De Micco moved to adopt Resolution 17-2010 supporting Utilities Department restructuring for succession planning and granting an exception from hiring freeze for related personnel recruitments. Director De Micco seconded. Motion carried. Ayes – 3, No – 1 (MacKinnon), Absent – 1 (Chaldecott) Director MacKinnon for the record, adheres to succession plan, disagrees with the process.

C. Nomination of Vice President Muril Cliff as alternate Special District member to LAFCO (Local Agency Formation Commission). President Sanders presented staff's report.

Director DeMicco moved to nominate Muril Clift as alternate special district member to LAFCO. Director MacKinnon seconded. Motion carried unanimously. Ayes – 4, No – 0, Absent - 1

D. Receive report on Fiscalini Ranch Preserve Management projects. President Sanders introduced the item. Tammy Rudock welcomed Ben Boer, Facilities and Resources Supervisor/Fiscalini Ranch Manager. Ben Boer provided a presentation on CCSD ranch management projects and partnerships for the past year, including information on the NOAA grant funded Eucalyptus project for stream bank restoration along Santa Rosa Creek watershed. Director De Micco provided website information regarding eucalyptus tree environmental impact reports. Full board discussion followed.

President Sanders with Board consensus requested Ben Boer come back to May 27 board meeting with a plan and information regarding impact to monarch butterflies.

Public Comment:

Jo Ellen Butler, Cambria. Friends of Fiscalini Ranch Preserve. Spoke in support of CCC original grant project invasive species removal project and habitat restoration. FFRP would support a compromise if acceptable to funding agency of grant.

Mahala Burton, Cambria. Commented on NCAC field trip to tree removal site. Supports a reduced number of trees for removal and a phased approach.

Amanda Rice, Cambria. Chair, NCAC. Commented on specific wording approved at NCAC meeting and discretionary permit.

Jerry McKinnon, Cambria. Commented on emotional level of death to trees.

Mary Webb, Cambria. VP Greenspace. Supports NCAC letter proposing a compromise, a monitoring plan, and wood ship not sold for fire wood.

Board discussion followed.

10. Public Comment

Jo Ellen Butler, Cambria. Announced wildflower weekend, April 24 -25, Veterans Memorial Building.

Amanda Rice, Cambria. Commented Cambria has more than enough water for today and tomorrow and cited "Mostly Harmless," by Douglas Adams.

11. Adjourn President Sanders adjourned the meeting at 5:47 PM

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 7.C.

FROM: Mark Miller, Fire Chief

Meeting Date: May 27, 2010

Subject: Consider Resolution 19-2010 Authorizing Award of Fire Hazard Fuel Reduction Contract

RECOMMENDATIONS:

Adopt Resolution 19-2010 authorizing:

1. Award of the Fire Hazard Fuel Reduction Contract to Mike Rice Forest, Yard and Garden; and
2. The General Manager to sign the contract for the 2010 Fire Hazard Fuel Reduction Program.

FISCAL IMPACT:

All costs for clearing the parcels are billed directly to the property owner via the San Luis Obispo County tax roll. CCSD administrative charges are also included in the charges and collected by the San Luis Obispo County Tax Collector's office.

DISCUSSION:

The CCSD advertised the week of May 4th for a contractor to abate and remove dead fuels and vegetation under the CCSD's annual Fire Hazard Fuel Reduction (FHFR) program. Proposals were due on May 11th at 10 a.m. The Request for Proposal (RFP) is attached for information.

Two contractor proposals were received by the deadline and evaluated by the CCSD based upon the selection criteria outlined in the FHFR RFP and contract documents. Contractor, Mike Rice, submitted the lowest most responsive proposal, which is attached for reference. The 2010 FHFR Program Contractor Agreement is also attached.

Attachments:

- Resolution 19-2010
- CCSD RFP
- Mike Rice Forest, Yard and Garden Submittal

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS ___ CHALDECOTT ___ CLIFT ___ DE MICCO ___ MAC KINNON ___



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 19-2010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT AUTHORIZING THE 2010 FIRE HAZARD FUEL REDUCTION PROGRAM CONTRACT

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize and approve an agreement for the 2010 Fire Hazard Fuel Reduction Program with Mike Rice Forest, Yard and Garden.
2. The General Manager is authorized to execute this agreement on behalf of the Cambria Community Services District.
3. Staff is authorized to make minor revisions to agreement as necessary that do not impact price and term.

PASSED AND ADOPTED THIS 27th day of May 2010.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate, District Clerk

Tim Carmel, District Counsel

Fire Hazard Fuel Reduction Program

Request for Proposals (RFP)

April 19, 2010

CONTRACT REQUIREMENTS FOR FIRE HAZARD FUEL REDUCTION PROPOSALS/BIDS

The Cambria Community Services District (CCSD) is seeking proposals by Contractors for the Fire Hazard Fuel Reduction Program for 2010.

CCSD typically, has notified approximately two-thousand (2000+) parcel owners to abate their property of dried weeds, down trees or slash. Those parcels that do not comply with the requirements are placed on the CCSD's Contract list. Typically between one hundred fifty and three hundred (150-300) parcels are placed on the CCSD's contract list.

Required Scope and Schedule of Work

The contractor selected will be required to provide weed abatement services as specified in Exhibit C, titled "***Fire Department Fire Hazard Fuel Reduction Policy 2010 – Scope of Services***", according to a schedule described in Exhibit B "***2010 Fire Hazard Fuel Reduction Schedule.***"

Required Cost of Proposal, Qualifications, and Agreement

Those submitting proposals must complete and submit the attached form identified as Exhibit E titled "***Cambria Community Services District Fire Hazard Fuel Reduction Program – 2010, Cost Proposal Form.***" The required information is contained on the form and includes the following:

1. Types of equipment to be used and the cost of each to the property owner including operator costs.
2. Fee Structure for various lot sizes, as described in Exhibit "E".
3. Charges, per yard, for hauling away of the debris.
4. All equipment must be inspected by the Fire Department for required fire safety items and spark arrestors.
5. Pictures shall be taken by the Contractor before and after each lot is abated, logged with the lot abatement record and submitted to the Fire Department.

Other Requirements

A dated cover letter, signed by a person fully authorized to act on behalf of the **CONTRACTOR**, must be submitted with the proposal. The letter must indicate that the **CONTRACTOR** agrees to be bound by the proposal without modifications, unless mutually agreed by the **CONTRACTOR** and CCSD.

A statement of qualifications and a list of five (5) references must be provided, along with documentation demonstrating the **CONTRACTOR's** ability to maintain accurate records.

The selected **CONTRACTOR** will be required to sign an agreement (see Fire Hazard Fuel Reduction Agreement) with the CCSD, and must provide proof of insurance coverage as indicated in **Exhibit A – Legal Relations and Responsibilities to the Public**, prior to commencing ***any*** work for the CCSD. The Cambria Community Services District, its officers, Board Members, managers and employees must be named as co-insureds or additional insureds.

A Faithful Performance Bond will also be required. A cash deposit of \$5000.00 or Assignment of a Financial Instrument acceptable to the **CCSD** may be substituted in lieu of a **Faithful Performance Bond (see Exhibit D)**. All equipment must be inspected by the Fire Department to assure that all fire safety standards are met, including operational spark arrestors where required.

Proposal Evaluation

Proposals will be evaluated on the basis of the following criteria:

1. Stated costs to the property owner- 60%
2. Various types of equipment to be used by contractor- 10%
3. Prior demonstrated ability to maintain accurate records- 10%
4. Ability to complete the contract by July 20, 2010 and prior record of timely clearance completion 20%

Proposal Deadline

All proposals must be delivered to the Cambria Fire Station, 2850 Burton Drive, Cambria Calif. 93428; by 10:00 A.M., Tuesday, May 11th, 2010.

An evaluation of proposals and selection of contractors who meet the requirements as stated will occur after 1:00 P.M. May 11th, 2010. The selection is subject to CCSD Board of Directors approval at their next scheduled meeting on Thursday May 27th, 2010.

Proposals not meeting all the required standards and requirements will not be considered!

Bid proposals must contain the following four documents or they will not be considered:

1. Copy of a Fire Wise Defensible Space Field Training certificate for field supervisor(s);
2. Completed copy of the Bid Proposal Form (Exhibit E);
3. Signed cover letter as defined and stipulated in the: 'Other Requirements' first paragraph of the RFP;
4. A signed statement of qualifications, and list of 5 references, as stipulated in the: 'Other Requirements' second paragraph of the RFP.

If you have any questions, contact the Cambria Fire Department at (805) 927-6240.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FIRE DEPARTMENT**

Mark Miller
Fire Chief

2010 FIRE HAZARD FUEL REDUCTION AGREEMENT

This Fire Hazard Fuel Reduction Agreement ("Agreement") is made upon the date of execution, as set forth below, by and between, _____
"**CONTRACTOR**" and the Cambria Community Services District, "**CCSD**". The parties hereto, in consideration of the mutual covenants contained herein, hereby agree to the following terms and conditions:

It is understood and agreed to:

SCHEDULE OF CHARGES

The **CCSD** will pay the following schedule of charges to the **CONTRACTOR** per the attached bid schedule, included as Exhibit E.

OBLIGATIONS OF CONTRACTOR

- A. The **CONTRACTOR** shall furnish and maintain throughout the term of this Agreement all proper insurance coverage as specified in "Legal Relations and Responsibilities to the Public" (**Exhibit A**).
- B. All work shall be completed as depicted in the Fire Hazard Fuel Reduction Schedule (**Exhibit B**). At all times the **CONTRACTOR's** work shall be subject to the approval of the Fire Chief or his designee.
- C. The **CONTRACTOR** shall become familiar, and shall fully comply with **CCSD** Fire Hazard Fuel Reduction Policy (**Exhibit "C"**).
- D. The **CONTRACTOR** upon award of contract shall furnish a performance bond (**Exhibit "D"**).
- E. The **CONTRACTOR** agrees to timely and fully perform or provide the services specified in this Agreement.
- F. The **CONTRACTOR** must submit packaged bills for lots cleared with a cover page that lists the number of lots cleared and the total cost of the packaged bills.
- G. All parcel clearing charges must be submitted to the **CCSD** by July 20, 2010. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**.

MINIMUM AMOUNT OF SERVICE BY CONTRACTOR

CONTRACTOR agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONTRACTOR** may represent, perform services for and be employed by additional individuals or entities, at **CONTRACTOR's** sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **CCSD** business.

GENERAL PROVISIONS

TERM: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

SERVICES TO BE PERFORMED: **CONTRACTOR** agrees to perform or provide the services specified in this Agreement.

CONTRACTOR shall determine the method, details and means of performing the above-referenced services.

CONTRACTOR may, at **CONTRACTOR's** own expense, employ such assistants as **CONTRACTOR** deems necessary to perform the services required of **CONTRACTOR** by this Agreement. **CCSD** may not control, direct or supervise **CONTRACTOR's** assistants or employees in the performance of those services.

TOOLS AND INSTRUMENTALITIES: **CONTRACTOR** shall provide all tools, equipment and instruments to perform the services under this Agreement.

TERMINATION OF AGREEMENT

TERMINATION ON NOTICE: Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least **(30) thirty-days** prior written notice to the other parties to this Agreement.

TERMINATION OF OCCURRENCE OF STATED EVENTS: This Agreement shall terminate automatically on the occurrence of any of the following events:

- (1) Bankruptcy or insolvency of any party;
- (2) Sale of the business of any party;
- (3) The end of the **(30) thirty-days** as set forth above;
- (4) End of the contract to which **CONTRACTOR'S** services were necessary; or
- (5) Assignment of this Agreement by **CONTRACTOR** without the prior written consent of the **CCSD**.

TERMINATION BY ANY PARTY FOR DEFAULT OF CONTRACTOR: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at their option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

TERMINATION: This agreement may be terminated at the end of **July 2010**, **OR** if **CONTRACTOR** has completed all work and obligations set forth in this Agreement satisfactorily, at the discretion of the **CCSD**, it may be extended through July 2011. In that event, for the 2011 year, all parcel clearing charges must be submitted to the **CCSD** by date specified in Exhibit "B" 2011 schedule. Failure to deliver the parcel clearance charges to the **CCSD** by this date will result in a 10% withholding of all charges that are delivered late to the **CCSD** as liquidated damages, assessed against the **CONTRACTOR**.

MISCELLANEOUS:

REMEDIES: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

ASSIGNMENT: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in this Agreement.

ATTORNEY FEES: In the event of any controversy, claim or dispute between the parties hereto, arising out of or related to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

NOTICES: Except as otherwise expressly provided by law, any and all notices or other communication required or permitted by this Agreement or by law to be served on or given to any party to this agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

‘CCSD’
General Manager
Cambria Community Services District
PO Box 65
Cambria CA 93428

“CONTRACTOR”

GOVERNING LAW: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises. Any action arising out of or related to this Agreement shall be filed in the state court in the State of California with jurisdiction over San Luis Obispo County.

BINDING EFFECT: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **CCSD** to any assignment of this Agreement or an interest in this Agreement.

SEVERABILITY: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rulemaking act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

SOLE AND ENTIRE AGREEMENT: This Agreement constitutes the sole and entire Agreement between the parties with respect to the subject matter hereof. This Agreement correctly set forth the obligations of the parties hereto to each other as of the date of this Agreement. All Agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

TIME: Time is expressly declared to be of the essence in this Agreement.

DUE AUTHORITY: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

CONSTRUCTION: The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

AMENDMENTS: Amendments to this Agreement shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on this _____ day of _____ 2010 at Cambria, California.

Attest: CAMBRIA COMMUNITY SERVICES DISTRICT:

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate, District Clerk

Tim Carmel, District Counsel

EXHIBIT "A"

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

Contractor's Insurance: The **CONTRACTOR** shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the **CCSD** as to form, amount and carrier. Nor shall the **CONTRACTOR** allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

(a) Workers Compensation Insurance: The **CONTRACTOR** shall establish and maintain, during the life of this contract, workers compensation insurance in a minimum amount of **one million dollars (\$1,000,000)** for all employees working under this Agreement, and in case any work is sublet, **CONTRACTOR** shall require subcontractor similarly to provide workers compensation insurance. **CONTRACTOR** shall indemnify the **CCSD** for any damage resulting to it from failure of either **CONTRACTOR** or the subcontractor to take out or maintain such insurance.

(b) Commercial General Liability Insurance: The **CONTRACTOR** shall take out and maintain during the life of this contract, such public liability and property damage insurance as shall protect the **CCSD**, its elected and appointed boards, officers, agents and employees, **CONTRACTOR** and any subcontractor performing work covered by this Contract from claims for damage for bodily injury including death, as well as claims for property damage which may arise from **CONTRACTOR's** or subcontractor's operations under this contract, whether such operations be by the **CONTRACTOR**, or by any subcontractor, or by anyone directly or indirectly employed by either **CONTRACTOR** or subcontractor, and in the minimum amount of **one million dollars (\$1,000,000)**.

(c) Auto Liability: **CONTRACTOR** shall possess and maintain auto liability insurance (Business Auto Coverage Form) for all vehicles used in the provision of services under this Agreement. The minimum amount of auto liability insurance shall be in the amount of **one million dollars per accident (\$1,000,000)**.

(d) Proof of Coverage of Insurance: **CONTRACTOR** shall furnish the **CCSD** upon award of bid a Certificate of Insurance and endorsement, which shall contain the following:

"Name as Additional Insured Parties: The Cambria Community Services District, its elected and appointed boards, officers, agents and any subcontractor in the performance of work for the **CCSD**."

(30) Thirty-days prior notice shall be given to the **CCSD** of any reduction in insurance coverage or of insurance cancellation.

(e) Hold Harmless Agreement: **CONTRACTOR** shall indemnify, defend at its cost and with counsel selected by the **CCSD** and hold harmless the **CCSD** and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the **CONTRACTOR**, his agents or employees, in the performance of the work.

EXHIBIT "B"

2010 Fire Hazard Fuel Reduction Program Schedule

<u>Date</u>	<u>Action</u>
March 25, 2010	Cambria CSD Board meeting to declare fire hazard/public nuisance with Cambria. (Resolution 11-2010)
April 9, 2010	Cambria CSD mails out Fire Hazard Fuel Reduction (FHFR) notices.
April 19, 2010	Advertise FHFR Contract.
May 11, 2010	Bid Deadline for FHFR Contract, 10:00 AM (1000 hours)
May 12, 2010	Evaluation of proposals and preliminary selection of contractor after 1:00 PM (1300 hours)
May 27, 2010	Cambria CSD Board awards FHFR Contract.
June 15, 2010	Deadline for parcels to meet clearance standards
June 16, 2010	Parcel inspections begin
June 20, 2010	CCSD's contractor begins clearing unabated parcels
July 20, 2010	CCSD's contractor submits all parcel clearing charges to the Cambria CSD Fire department.
July 22, 2010	CCSD Board approves list for collection of FHFR Parcel Charges.
July 23, 2010	FHFR Parcel Charges transmitted to San Luis Obispo County Assessor's Office.

EXHIBIT "C"

FIRE DEPARTMENT FIRE HAZARD FUEL REDUCTION PROGRAM POLICY 2010

All parcels that are placed on the Cambria Community Services District annual "Fire Hazard Fuel Reduction Program" shall adhere to the following criteria:

All clearance work must be completed by June 15, 2010. If the parcel does not conform to the requirements as stated in the notice sent to the property owner, **the parcel will go to the CCSD's contract list June 20, 2010.** The CCSD's Contractor will then be directed to abate those parcels on the contract list to the following standards;

All parcels **should trim weeds and annual grasses to 4" high.** Avoid exposing bare soil which would encourage erosion. **All pampas grass, poison oak and Scotch/Irish broom should be removed.** Native fire resistive plants such as Toyon, Coffee berry, Gooseberry, Oso berry, currants, Monkey flower, and other such plants should be trimmed as needed, but not removed. These species should be flagged prior to abatement.

Remove ladder fuels from under trees and shrubs, maintaining six (6) feet of vertical clearance for adult trees (greater than twenty (20) feet in height) while protecting flagged seedlings, young trees and shrubs. Fallen trees, tree rounds, dead branches and slash should be removed from the property.

Other Conditions

- The contractor shall photograph each parcel with a digital camera before and after abatement. Before and after pictures shall be taken from the same spot incorporating the same view. The before and after pictures shall include all flagged vegetation. Pictures shall include the date and the Assessor's Parcel Number (APN) on the picture. The contractor shall provide a digital photo file in a format compatible with CCSD software (ie; CD, thumb drive, etc.) as well as hard copies of all pictures.
- All internal combustion powered equipment shall have approved and functional spark arresters on the exhaust.
- A fire extinguisher (ABC type) of at least 5-pound capacity shall be immediately available at the work site. A minimum of 2½ gallons of water must be available for vegetation fire extinguishment at all times by portable means. Examples are a pressurized water extinguisher, Hudson type pump sprayer or back-pump.
- All abatement work assigned to Cambria CSD Contractor shall begin no later than June 20th, and must be completed July 20th, 2010.
- All parcels shall be completely abated as prescribed to the property line, street and adjoining easements.
- ALL MATERIAL FROM ALL PARCELS SHALL BE HAULED AWAY OR APPROVAL WILL BE DENIED, however tree limbs/rounds should not be removed from the Cambria area due to Pine Pitch Canker control requirements.

DEBRIS SHALL NOT BE DUMPED ON ADJOINING OR UNCLEARED PORTIONS OF LOTS.

ANY EVIDENCE OF ILLEGAL DUMPING WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

EXHIBIT "D"

2010 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as **CONTRACTOR**, and _____, as Surety, are held and firmly bound hereinafter called Owner, in the sum of **Five Thousand Dollars (\$5,000)**, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said **CONTRACTOR** has been awarded and is about to enter into annexed agreement with said Owner to perform all work required under the Bidding Schedule titled;

2010 ANNUAL FIRE HAZARD FUEL REDUCTION PROGRAM

NOW, THEREFORE, if said **CONTRACTOR** performs all the requirements of said agreement as required on his/her part, at the times and in the manner specified therein, then this contract shall remain in full force and effect; if the **CONTRACTOR** fails to fulfill this contract, this obligation shall be null and void.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said agreement, shall not in any way release said **CONTRACTOR** or said Surety hereunder, nor shall any extensions of time granted under the provisions of said agreement release either said **CONTRACTOR** or said Surety, and notice of such alterations of extensions of the agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2010.

Contractor (SEAL) Surety (SEAL)

BY: _____ BY: _____
Signature Signature

(Seal and Notary Acknowledgment of Surety)

Note: A cash deposit of \$5,000.00 or Assignment of a Financial Instrument acceptable to the CCSD may be substituted in lieu of a Faithful Performance Bond.

EXHIBIT "E"
CAMBRIA COMMUNITY SERVICES DISTRICT
FIRE HAZARD FUEL REDUCTION PROGRAM - 2010
BID PROPOSAL FORM

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

A. Minimum charge for moving equipment onto a lot:

- 1. 25' X 70' Lot \$ _____
- 2. 50' X 70' Lot \$ _____
- 3. 75' X 70' Lot \$ _____
- 4. 100' X 70' Lot \$ _____
- 5. Larger parcel charge formula \$ _____

B. Type of equipment and cost per hour, including operator:

- 1. Tractor with mover \$ _____
- 2. High wee mover \$ _____
- 3. Weed-eater \$ _____
- 4. Chainsaw \$ _____
- 5. Other equipment; (list with charges): _____

- 6. Dump and haul fee (charge by cubic yard) \$ _____

C. Laborer charge (per person/per hour) \$ _____

D. Pictures – before and after \$ _____

I the undersigned, declare that I am authorized to submit a proposal in behalf of the stated business, have carefully examined Exhibits "A", "B", and "C" and hereby proposes to do all the work necessary to complete the project in accordance with said provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Agreement:

NAME OF PROPOSER: _____

ADDRESS: _____

SIGNATURE OF PROPOSER: _____

TITLE: _____

DATE: _____

Mike Rice
Forest, Yard & Garden
Contractor Lic# 859364
P.O. Box 204
Cambria, CA. 93428
(805) 927-3310
mikerice@thegrid.net

May 11, 2010

Cambria Community Services District
Cambria Fire Department
Fire Chief Miller
2850 Burton Drive
Cambria, CA 93428

Dear Chief Miller,

Every year the districts "Fire Hazard Fuel Reduction" program is one of the most important, for the safety and well being of our forested community. I am seeking consideration as the Fire Hazard Fuel Reduction contractor for 2010. I am experienced in fire safe environments, a certified FF1 fire academy graduate and through my years as a CMB Dept. volunteer firefighter.

My experience of 27 years in my own landscape business and C.C.S.D. Fire Hazard Fuel Reduction program requirements for pre-contract weed abatement, in Cambria has given me a unique insight as to what "Fire Hazard Fuel Reduction" needs to be. I take pride in the fact that I know how to create a defensible space, while maintaining the native plants that pose no threat, as in my continuing work for the S.L.O. Land Conservancy.

I agree to be bound by the Fire Hazard Fuel Reduction proposal - 2010, without modifications, unless mutually agreed by the contractor and CCSD. I look forward to the upcoming evaluation and selection. Thank you.

Sincerely yours,

Handwritten signature of Michael Rice in black ink, with the number 051110 written to the right of the signature.

Michael Rice

Enclosure: Statement of Qualifications and references.

Mike Rice
Forest, Yard, & Garden
Contractor Lic. # 859364
P.O. Box 204
Cambria, CA. 93428
(805) 927-3310
mikerice@thegrid.net

Statement of Qualifications
C.C.S.D. Fire Hazard Reduction - 2010

Mike Rice 05/11/10

Mike Rice - Gardening has grown into a Forest, Yard, & Garden landscape business in the last 27 years of business serving the Cambria community. Service that includes weed abatement, defensible forested yard space, landscaping, terrain loading, and knowledge of native and non-native plants. Besides ongoing general maintenance of client's property I have had approximately 200 repeat weed abatement contracts for the past 21 years. In 2005 and 2006, I have been engaged as a paid adviser/consultant for the Green Space, California Releaf, Cambria Fire Department "Native Plant Identification and Fire Wise Defensible Space Field Training" certificate program. I am a holder of the above certificate as are those I currently employ. I take great pride in producing informed quality workmanship, in a timely fashion.

Field Experience

- 27 years experience with C.C.S.D. Fire Hazard Fuel Reduction program requirements, including timely completion of pre-contract weed abatement.
- Thorough knowledge of A.P.N. maps.
- 36 years avid horticulturist.

Technical Knowledge and Education

- Landscape Contractor Lic. # 859364
- Fire hazard reduction and fuels
- Allen Hancock Fire Academy - Certified FF 1 -fire fighter
- Past pay-call volunteer - Cambria Fire Department
- Qualified Applicator license for Ag/ Right of Way / Landscape, # QAL 108686

Safety

I have a pro-active commitment to safe working conditions for my employees and the environment.

Safety Training

- EMT 1 - (1987 - 2002) with Cambria Community Health Care District

Safety Equipment

- Hard hat helmets w/ face shield + safety glasses
- Chain saw chaps
- Hearing protection - (headphone type)
- Gloves
- Respirators
- Spark arrester on all combustion equipment
- (2) - ABC and water pressure style fire extinguishers, and Hudson wild land 5 gal. back pack water sprayer

Equipment

Description	Units
· Weed eater	15
· Chain saws	10
· Loppers	6
· Weed wrench	2
· Hedgers	3
· Limb saws	6
· Pole chain saw	2
· 1 ton flatbed truck (hauling)	2
· Tractor/Mower	1
· Digital camera	1
· Wood Chipper	1
·	

Insurance

- Workers compensation insurance - State Fund
- Commercial General Liability - Lincoln General Ins. Co.
- Vehicle Insurance - California Casualty

Keeping Records

Attached is a “sample form” that will the method used to maintain accurate records. This form will be used on site with before and after photos attached at time of completion, for submission of inspection.

*** Submitted for mutually agreed modification ***

Addendum to Exhibit E - Section B- Type of Equipment and cost per hour, including operator for equipment I use not listed in section B.

- Pole chain saw..... 18.00
- Weed wrench..... 16.00
- Limb saw..... 16.00
- Loppers..... 16.00
- * ½ hour minimum charge for use of any equipment in Exhibit E and addendum.*

References

- Bob Hill - Land Conservancy SLO County 544-9096
- Don Melendy - CMB Health Care District 927-8304
- Rick Hawley – Greenspace Director 927-2866
- Steve Bitto – CMB Fire 927-6240
- Kathe Tanner – Cambrian/Tribune Reporter 927-4140

MIKE RICE
P.O. Box 204
Cambria, CA. 93428
(805) 927-3310

PARCEL # _____ - _____ - _____

NO WORK HAD BEEN DONE ON PARCEL

MOWING - FIRE BREAK ENTIRE PARCEL

TRACTOR: HOURS ____ @ 49.00 Per Hour _____

WEED EATER: HOURS ____ @ 18.00 Per Hour _____

CHAIN SAW: HOURS ____ @ 18.00 Per Hour _____

POLE CHAIN SAW: HOURS ____ @ 18.00 Per Hour _____

LIMB SAW: HOURS ____ @ 16.00 Per Hour _____

LOPPERS: HOURS ____ @ 16.00 Per Hour _____

WEED WRENCH: HOURS ____ @ 16.00 Per Hour _____

HAULING CU.YDs. ____ @ 16.00 Per Cubic Yard _____

PHOTOS (required) 2 @ No Charge _____

MANUAL LABOR: HOURS ____ @ 16.00 Per Hour _____

TOTAL CHARGES. _____

COMMENTS: _____

Some Work Had Been Done On Parcel, But At The Time Of Inspection - Did Not Meet Fire Department Requirements.

ADDITIONAL WORK REQUIRED BY FIRE DEPT.

- Re-mow Entire Lot
- Weed Eat Around Trees and/or Fences
- Brush and/or Pampas Grass Removal
- Tree Trimming (Fire Ladders)
- Hauling of Debris
- Additional Work _____

DATE WORK PREFORMED _____ 2010 INSPECTED BY: _____ DATE: _____, 2010

EXHIBIT "E"
CAMBRIA COMMUNITY SERVICES DISTRICT
FIRE HAZARD FUEL REDUCTION PROGRAM - 2010
BID PROPOSAL FORM

SCHEDULE OF PROPOSED CHARGES:

The bidder shall set forth for each item of work, in clearly legible figures, a unit price for the item in the respective spaces provided for this purpose.

A. Minimum charge for moving equipment onto a lot:

- | | |
|---------------------------------|--|
| 1. 25' X 70' Lot | \$ <u>35.00</u> |
| 2. 50' X 70' Lot | \$ <u>50.00</u> |
| 3. 75' X 70' Lot | \$ <u>60.00</u> |
| 4. 100' X 70' Lot | \$ <u>70.00</u> |
| 5. Larger parcel charge formula | \$ <u>1.50 per foot for lots 70' in depth.</u> |

B. Type of equipment and cost per hour, including operator:

- | | |
|--|-----------------|
| 1. Tractor with mover | \$ <u>49.00</u> |
| 2. High wee mover | \$ <u>N/C</u> |
| 3. Weed-eater | \$ <u>18.00</u> |
| 4. Chainsaw | \$ <u>18.00</u> |
| 5. Other equipment; (list with charges): | _____ |
| | _____ |
| | _____ |

6. Dump and haul fee (charge by cubic yard) \$ 16.00

C. Laborer charge (per person/per hour) \$ 16.00

D. Pictures – before and after \$ No Charge

I the undersigned, declare that I am authorized to submit a proposal in behalf of the stated business, have carefully examined Exhibits "A", "B", and "C" and hereby proposes to do all the work necessary to complete the project in accordance with said provisions, policies and regulations stated in the attached Fire Hazard Fuel Reduction Agreement:

NAME OF PROPOSER: Michael Rice

ADDRESS: PO Box 204 Cambria Ca 93128

SIGNATURE OF PROPOSER: _____

TITLE: owner

DATE: 05/11/10

SUCCESSFUL COMPLETION OF

2006 Native Plant Identification and Fire Wise Defensible Space Field Training
Valid from April 2006 thru April 2007

This certificate is awarded to

MICHAEL RICE

Owner

Cambria Fire Department

FOREST YARD AND GARDEN



Michael Rice
Signature

4/25/06
Date

[Signature]
Signature

4/25/06
Date

SUCCESSFUL COMPLETION
OF _____

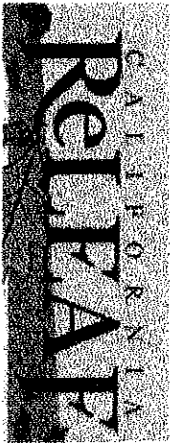
2006 Native Plant Identification and Fire Wise Defensible Space Field Training

Valid from April 2006 thru April 2007

This certificate is awarded to

COPY

ROB VANDENOUDEN



Signature

[Handwritten Signature]

Date

4/22/06

Signature

Date

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.D.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: Consider Approving Letter of Support
for the CCSD Fire Department
Designation as an Advanced Life
Support Agency in San Luis Obispo
County

RECOMMENDATIONS:

Approve letter of support for the CCSD Fire Department Designation as an Advanced Life Support (ALS) agenda in San Luis Obispo County.

FISCAL IMPACT:

The approximate cost for the CCSD Fire Department to become an ALS designated agency will be approximately \$6,900 annually. This increase would be related to maintaining equipment, personnel licenses and certifications acquired initially with FEMA grant funding. Paramedic pay might become an issue for eligible IAFF members, which is negotiable, and qualifying Reservists.

The CCSD Fire Department received Assistance to Firefighter Grant (AFG) (awarded from the FEMA Department of Homeland Security Grant Program) in the amount of \$232,848. The grant covered radio equipment (to become narrow band compliant), Advanced Life Support (ALS) equipment, and paramedic training for three personnel (amended last month to include another employee for a total of four). AFG funding in the amount of \$221,206 was awarded to the CCSD and when combined with the 5% match of \$11,642 completes the total project budget. The FY2009/2010 Mid-Year Budget Revision included the CCSD's 5% match.

ALS designation for the CCSD Fire Department would eliminate all workers compensation and liability concerns associated with the current cooperative arrangement with the CCHD, allowing personnel to be managed independently by the CCSD.

BACKGROUND:

The ALS equipment will provide ALS capability for the CCSD Fire Department front line engine company. Equipment includes a cardiac monitor/defibrillator unit, endotracheal intubation equipment, pulse oximetry, blood glucose monitor, and other equipment and training supplies. This will allow the department to maintain ALS equipment in an independent manner.

The grant also provides for paramedic level training for four CCSD Fire Department personnel. This includes all expenses to attend the training including compensation, meals, travel expenses and backfill pay. Four additional qualified paramedics will offer the department the potential to have ALS personnel on staff a greater percentage of the time.

DISCUSSION:

The CCSD and CCHD (Cambria Community Healthcare District) partnered together via an amendment to their mutual aid agreement for the CCSD to provide backup ALS services via qualified personnel. The CCHD is an ALS designated agency. This arrangement has worked out well for all involved.

Given Cambria’s remote location, retirement-aged population, and transient (tourist) population, and the CCHD’s extended service boundaries outside the CCSD—often responding to emergency service calls out of the area, including north on Highway 1 to the Monterey County line—provides justification for another ALS designated agency within the CCSD. The CCHD also provides mutual aid services within SLO County, thereby again extending its services outside of Cambria. The CCSD Fire Department is a first-responder to emergency service 911 calls within the CCSD and serves as mutual aid as well to nearby communities. Therefore, an ALS designation for the CCSD Fire Department would not only serve our community but others within SLO County.

After receiving the AFG, the CCSD Fire Department expressed its interest in seeking authority from the San Luis Obispo County EMS Agency, Inc., to provide responding (non-transporting) ALS services in Cambria. As part of the application process, the EMS Agency requests documentation of community support, and specifically a letter of support from the CCSD Board of Directors. The attached DRAFT support letter is provided for the Board’s consideration.

Finally, attached are letters of support from the Fire Chiefs Association of SLO County dated May 6, 2010, and Coast Unified School District dated May 18, 2010. Fire Chief Mark Miller has also solicited support letters from community agencies, including the Cambria Community Healthcare District, the Cambria Chamber of Commerce, SLO County Sheriff’s Department, and California Highway Patrol.

Attachment: DRAFT Letter of Support to SLO County EMS Agency
5/6/10 Support Letter from Fire Chiefs Association of SLO County
5/18/10 Support Letter from CUSD

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CLIFT __ CHALDECOTT__ DE MICCO __MACKINNON__



DRAFT

DIRECTORS: May 27, 2010

Gregory Sanders
President

Muril Clift
Vice President

Peter Chaldecott
Director

Frank DeMicco
Director

Allan MacKinnon
Director

Charlotte Alexander
EMS Agency Administrator
San Luis Obispo County EMS Agency, Inc.
712 Fiero Lane #29
San Luis Obispo, CA 93401

Re: Request by CCSD (Cambria) Fire Department for ALS
Agency Designation

OFFICERS:

Tammy Rudock
General Manager

Tim Carmel
District Counsel

Kathy Choate
District Clerk

Dear Ms. Alexander:

We appreciate your interest in the CCSD's request for its Fire Department to be designated as an ALS provider (non-transporting).

The CCSD and CCHD (Cambria Community Healthcare District) currently partner together via an amendment to their mutual aid agreement for the CCSD to provide backup ALS services. Thank you for your support on this arrangement, because it has worked out very well for all involved.

Given Cambria's remote location, retirement-aged population, and transient (tourist) population, and the CCHD's extended service boundaries outside the CCSD—often responding to emergency service calls out of the area, including north on Highway 1 to the Monterey County line—justifies another ALS designated agency within the CCSD. Furthermore, the CCHD provides mutual aid services within SLO County, again occasionally extending its services outside of Cambria.

The CCSD Fire Department is a first-responder to emergency service 911 calls within the CCSD and serves as mutual aid as well to nearby communities. Therefore, an ALS designation for the CCSD Fire Department would not only benefit our community but others within SLO County.

DRAFT

Charlotte Alexander
San Luis Obispo County EMS Agency, Inc.
May 27, 2010
Page 2

A recently awarded Assistance to Firefighter Grant (from the FEMA Department of Homeland Security Grant Program) to the CCSD Fire Department provided funds not only for the purchase of ALS equipment and supplies (independent of the CCHD's ALS equipment) but also paramedic training for four (4) of our reserve firefighter personnel. These resources are invaluable to enhance the CCSD Fire Department's ability to fully serve the community as an ALS service provider.

Please accept this letter in support of the CCSD Fire Department being designated as an ALS agency in San Luis Obispo County. The CCSD Board of Directors considered this action at its May 27, 2010, regular meeting and voted unanimously to support it.

We look forward to a successful working relationship with you and your agency.

Sincerely,

Gregory W. Sanders
President



FIRE CHIEFS ASSOCIATION OF SAN LUIS OBISPO COUNTY

In association with the California Fire Chiefs Association

May 6, 2010

Charlotte Alexander, Executive Director
SLO County Emergency Medical Services Agency, Inc.
712 Fiero Lane, #29
San Luis Obispo, CA 93401

RE: Proposed Advanced Life Support (ALS) Designation for Cambria Community Services District (CCSD) Fire Department

Dear Ms. Alexander:

The purpose of this letter is to advise you that the Fire Chiefs Association of San Luis Obispo County supports the Cambria Community Services District (CCSD) Fire Department's endeavor to become an ALS providing agency (non-transporting).

The Association feels that this improvement in level of service is consistent with the evolution of higher standards seen industry wide in the modern fire service. Due to Cambria's relative isolation and extended ambulance transport times, this advanced level of service would be a great benefit to the CCSD in the event of mass casualty incidents, disaster scenarios, multi patient traffic accidents and simultaneous call situations.

Advanced life support capability with the CCSD Fire Department would complement and provide support for the excellent quality of service currently offered by the Cambria Community Healthcare District (CCHD). In the event of delayed ambulance availability due to extended transport times or the extended boundaries of CCHD, the concept of a paramedic engine company would be valuable component to service delivery in the community.

Our Association feels that advancement fire based EMS capability for the Cambria Fire Department is in the best interest of the community by providing a higher level of patient care and customer service.

Please accept this letter as a show of support from the Fire Chiefs Association of San Luis Obispo County for the CCSD Fire Department to be recognized as an ALS providing agency.

Sincerely,

Michael E. Hubert
President
Fire Chiefs Association of San Luis Obispo County

Dedicated to serving the citizens of San Luis Obispo County



COAST UNIFIED SCHOOL DISTRICT

1350 Main Street – Cambria, California 93428

Tel 805-927-3880 – Fax 805-927-7105

Chris Adams, Superintendent

May 18, 2010

**Chief, Mark Miller
Cambria Fire Department
2850 Burton Drive
Cambria, CA 93428**

Dear Chief Miller:

I am writing this letter in support of the Cambria Fire Department becoming an Advanced Life Support (ALS) designated provider in Cambria.

The advantages of being an ALS provider are immeasurable. Fire trucks in our community would have equipment similar to that which is found in a hospital emergency department or critical care unit. They would be able to carry critical care equipment including an EKG monitor and de prehospital medications, advanced airway equipment with specialized monitoring equipment and much more. ALS equipped trucks and trained personnel, insures that our community has the expertise to perform the highly technical procedures, necessary to save lives. Since Cambria is located in a rural area, approximately 40 minutes to the nearest hospital, ALS support could mean all the difference in the world to someone who is experiencing a life threatening incident.

Thank you for your consideration of this request. We are counting on you to help the people of Cambria get the much needed, highly developed, emergency care that they deserve.

Thank you very much.

**Chris Adams
Superintendent**

Ltr\Miller, Mark/ALS Provider

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.E.**

FROM: Tammy Rudock, General Manager
Cori Ryan, Administrative Technician III

Meeting Date: May 27, 2010

Subject: Consider Approving Extension of Intent to Serve Letter for Cambria Shores Inn, Kim Eady, Applicant, APN 022.381.002

RECOMMENDATIONS:

Approve 12-month extension of 6.6 EDU Intent to Serve Letter for Cambria Shores Inn, Kim Eady, Applicant, APN 022.381.002.

FISCAL IMPACT

\$200 fee paid.

DISCUSSION:

Per CCSD Code Section 8.04.080(E)(3), extension of Intent to Serve letters for more than 3 EDUs are to be approved by the Board of Directors. Commercial project extensions are valid for a 12-month period.

The original project was initially commenced in 1999. SLO County has been working closely with Mr. Eady and his architect regarding project revisions, therefore satisfying the CCSD requirement that the applicant has an active application processing with SLO County for their project.

The Cambria Shores Inn has been in Mr. Eady's family since the mid 1970s. Mr. Eady took ownership in 1998 and immediately began work on upgrading and modernizing the facilities, including compliance with building and fire safety codes.

When he acquired the 6.6 EDUs in 1999, Mr. Eady intended to construct additional motel units. He went through several years of planning, design, and capital funds to satisfy California Coastal Commission corridor view shed coastal development permitting provisions. During that time construction costs for commercial development have tripled. Therefore, Mr. Eady has scaled back his plans, while also working toward achieving his goals of enhancing the premises for the convenience of his traveling guests.

The current project provides for upgrades to the existing kitchen area and development of a small-scale dining restaurant (hot breakfast and lunch) for guests. Given the current economic climate, Mr. Eady has opted to divide his project into two phases. The entire project, as described in the permit, must be completed before any final inspections will be conducted,

therefore the county will not allow occupancy of the completed motel units unless they are part of a separate permit. The income that will come from the rental of the new motel units is crucial to the financing of the kitchen and manager's unit project. Mr. Eady is nearing completion of the additional motel units and anticipates commencement of the kitchen upgrades and manager unit remodeling this winter.

If approved, this extension of the Intent to Serve letter would keep the project valid with the CCSD through July 25, 2011. (*Note: July 25th is the anniversary date of the Cambria Shores Inn Intent to Serve letter.*) Mr. Eady's Intent to Serve has been extended eight times. The dates were as follows:

- July 25, 2002
- July 25, 2003
- July 25, 2004
- July 25, 2005
- July 25, 2006
- June 28, 2007
- May 22, 2008
- July 25, 2009

Attachments: Application for Extension

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___

APPLICATION FOR EXTENSION LETTER

INTENT TO SERVE

 CONNECTION PERMIT

RESIDENTIAL COMMERCIAL

Extension, if approved, is valid for 6 months on residential Intent to Serve Letters, and 12 months on Commercial Intent letters and all Connection Permits.

INSTRUCTIONS: Application for Extension shall be submitted at least thirty (30) days prior to expiration date of letter/permit. Applicant must provide proof that application(s) for a building construction permit and, if required for this project, a minor use permit, is/are actively being processed by the County Planning Dept. **Application must include payment of Extension Fee per District Fee Schedule.**

TODAY'S DATE: APRIL 12 2010 EXPIRATION DATE OF LETTER/PERMIT JUNE 1, 2010
OWNER'S NAME JOSEPH MCKIM EADY PHONE # 805-927-8644
OWNER'S MAIL ADDRESS 6276 MOONSTONE BEACH DRIVE CAMBRIA CA 93428
AGENT'S NAME/PHONE NO. TOM REAY OMNI DESIGN GROUP 544-9700
ASSESSOR'S PARCEL NUMBER 022, 381, 002
INTENT TO SERVE LETTER FIRST ISSUED (DATE): MARCH 1 1999 # OF EXTENSIONS PREVIOUSLY REQUESTED 7

(REQUIRED) • Attach **CURRENT** (no more than 30 days old) **COUNTY STATUS PRINT-OUT** showing RECENT activity on the project

(REQUIRED) • Building Permit/ Project No. B

(If applicable) • Minor Use Permit/ Project No. D

• Have you started the foundation or construction? Yes No X

Reason for this request:

WE STARTED REMODELING ROOM 19-24 AND ADDING ROOM 25 ON OCT 25 2009. WE WILL BE FINISHING SOON. WE WILL WORK ON PHASE 2 IN THE MANAGER UNIT THIS WINTER 2010 AND 2011. WE WILL REPAIR THE MANAGERS KITCHEN TO COMMERCIAL REQUIREMENTS.

I/We understand that the General Manager/Board of Directors (as applicable) shall have full discretion to approve or disapprove the requested extension, and if granted, the extension shall be subject to any conditions which may be imposed.

/s/ Joseph McKim Eady
Signature of Applicant or Authorized Agent

APRIL 15 2010
Date

----- for office use -----

Extension Fee Paid 4/15/10

Extension DENIED

All documentation received

Reason for Denial

Board Action Date (if applicable)

Extension APPROVED

New Expiration Date

/s/Permits Specialist / for General Manager

Date



March 30, 2010

Kim Eady
6276 Moonstone Beach Dr.
Cambria, CA 93428

DIRECTORS:

Gregory Sanders
President

Muril Clift
Vice President

Peter Chaldecott
Director

Frank DeMicco
Director

Allan MacKinnon
Director

Re: **EXPIRATION OF "INTENT TO SERVE" LETTER**
022.381.002

This Notice is to remind you that your Intent to Serve letter expires on June 1, 2010.

OFFICERS:

Tammy Rudock
General Manager

Tim Carmel
District Counsel

Kathy Choate
District Clerk

- If your County Building permit has been issued you must submit it to CCSD before your expiration. We will then process your service Connection Permit.
- If your building permit is still being processed, you must apply to CCSD for an extension before your Intent to Serve letter expires. The extension is valid for six months on residential, or 12 months on commercial projects.
- An application for Extension is enclosed. You must submit it, *fully completed, by April 12th* with:
 1. **payment of \$200**
 2. **County-issued BUILDING permit status print-out** indicating current activity (within past 3 months) on your permit process.

Expiration of your Intent to Serve letter would result in the return of your project to the waiting list. If you have any questions please call Cori Ryan at (805) 927-6240.



County of San Luis Obispo

Department of Planning and Building

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Permit Information

PMT2009-00361 Issued

Permit Info	Build	Activities	Fees	Conditions
Valuations				

Commercial/Industrial Addition/Alteration - Schedule an Inspection

REMODEL/ADD ON TO 6 HOTEL UNITS, ADD 1 UNIT (862 SF) REMODEL 1,941 SF - ON 2/4/2010 REVISIONS TO FLOOR PLANS OF UNITS 19 & 20 SUBMITTED AND APPROVED.

Parcel: [022-381-002](#)

Address: 06276
MOONSTONE
BEACH DR
CAMB

Application Date: 9/4/2009

Issued Date: 10/26/2009

Finalized Date:

Community: Cambria

Planning Area: North Coast

Coastal Zone: Yes

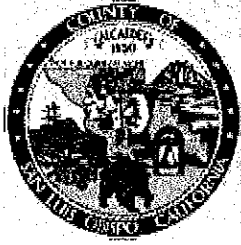
Staff Assigned:

Zoom In Zoom Out

Status: Issued

Scale : 1 pixel = 3.44 ft

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County of San Luis Obispo

Department of Planning and Building

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Permit Information

D990291D Approved

[Permit Info](#)

[Activities](#)

[Fees](#)

Activities

Code	Description	Entry Date	Expected Completion Date	Actual Completion Date	Done By
CAC4	DEV STATEMENT SENT	4/7/2000		8/13/2002	Done 395
CACD	NEG DEC ISSUED/NOT *	4/7/2000		9/6/2002	Done 395
CAP2	NOTIC FORM / LABELS*	4/7/2000		1/30/2003	Done D53
CAP5	SCHEDULE PC HEAR *	4/7/2000		1/30/2003	Done D53
CAP8	HEARING NOTICED	4/7/2000		1/30/2003	Done D53
CADA	FINAL STAFF REPORT	4/7/2000		2/13/2003	Done D53
CAP4	SEND STAFF REPORT	4/7/2000		2/18/2003	Done D53
CAPC	P C HEARING APPV *	4/7/2000		2/27/2003	Done D53
CAPA	APPROV/NOFA NOTIF	4/7/2000		3/5/2003	Done D53
CADC	FINAL CONDITION LOCK	4/7/2000		4/8/2003	Done D53

CAI6	LAND USE PMT ISSUE *	4/7/2000		4/8/2003	Done	D53
CAI1	PLANNING PROJ INTAKE	4/7/2000		4/20/2000	Done	G95
KAM7	FEE PAYMENT INITIAL*	4/7/2000		4/20/2000	Done	G95
CAM8	FILE MAKE-UP	4/7/2000		4/26/2000	Done	340
CAP6	REFERRALS SENT	4/7/2000		4/26/2000	Done	340
CAD1	PLANNER ASSIGNMENT	4/7/2000		5/18/2000	Done	222
CAI2	INFO HOLD LETTER *	4/7/2000		5/19/2000	Done	222
CAD8	PROJ ACCEPT LETTER *	4/7/2000		7/20/2000	Done	395
CAC2	INIT STUDY IN PROC	4/7/2000		9/10/2000	Done	395
CACA	ENVIR RECEIVE FILE *	4/7/2000		9/10/2000	Done	395
CAC3	ENV INFO REQUESTED	4/7/2000		12/4/2000	Done	395
CAD1	PLANNER ASSIGNMENT	8/21/2000		8/21/2000	Done	340
CAC3	ENV INFO REQUESTED	10/28/2002		3/28/2001	Done	395
CAC3	ENV INFO REQUESTED	10/28/2002		4/27/2001	Done	395
CACH	FINALIZE PROJ DESC	10/28/2002		11/15/2001	Done	395
CADF	Revised Project Rec	7/23/2004	7/23/2004			
KAME	Time Ext Fee Paymt	3/29/2005	3/29/2005	3/29/2005	DONE	JNB
KAT1	TIME EXT #1 REQST RECEIVED	3/29/2005	3/29/2005	3/29/2005	DONE	TKJ
KATA	Time Ext #1 Letter	3/29/2005	3/29/2005	3/29/2005	DONE	TKJ
KAME	Time Ext Fee Paymt	3/24/2006	3/24/2006	3/24/2006	DONE	PSW
KAT2	TIME EXT #2 REQST RECEIVED	3/24/2006	3/24/2006	3/24/2006	DONE	TKJ
KATB	Time Ext #2 Letter	3/24/2006	3/24/2006	3/24/2006	DONE	TKJ
KAT3	TIME EXT #3 REQST RECEIVED	4/2/2007	4/2/2007	4/2/2007	DONE	MVJ

CAP8	HEARING NOTICED	4/2/2007	4/2/2007	10/21/2008	DONE	PSW
CADA	Final Staff Report	4/2/2007	4/2/2007			
CAP4	Send Staff Report	4/2/2007	4/2/2007			
CAPC	PC HEARING APPROVAL	4/2/2007	4/2/2007			
CAD1	Planner Assignment	4/2/2007	4/2/2007			
CAP5	SCHEDULE PC HEARING	4/2/2007	4/2/2007	11/13/2008	DONE	PSW
KAME	Time Ext Fee Paymt	4/2/2007	4/2/2007	9/4/2009	DONE	PSW
CAN2	PLANNING COMMISSION HEARING	11/4/2008	11/4/2008	11/13/2008	DONE	RHH
CAP4	Send Staff Report	11/4/2008	11/4/2008	11/4/2008	DONE	RHH
CAI6	LAND USE PERMIT ISSUE	12/2/2008	12/2/2008			
CAPA	NOTIFICATION SENT	12/2/2008	12/2/2008			
KADB	Project Complete	12/2/2008	12/2/2008			
KADB	Project Complete	12/2/2008	12/2/2008			
MAM9	File Cleaning	12/2/2008	12/2/2008			
MAM9	File Cleaning	12/2/2008	12/2/2008			
MAMA	Micro-Film Records	12/2/2008	12/2/2008			
MAMA	Micro-Film Records	12/2/2008	12/2/2008			
CAPC	PC HEARING APPROVAL	12/2/2008	12/2/2008	11/13/2008	DONE	RHH
CA69	Notes	9/15/2009	9/15/2009	9/15/2009	DONE	RTH

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County of San Luis Obispo

Department of Planning and Building

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Permit Information

PMT2009-00361 Issued

Permit Info	Build	Activities	Fees	Conditions
Valuations				

Activities

Code	Description	Entry Date	Expected Completion Date	Actual Completion Date	Done By
A017	After Issue Bldg Plan Rev			2/4/2010	DONE CAR
A006	Initial Fee Payment	9/4/2009	9/4/2009	9/4/2009	DONE PSW
A003	Zoning Clearance	9/4/2009	9/14/2009	9/4/2009	DONE CKC
A004	Building Intake	9/4/2009	9/14/2009	9/4/2009	DONE CKC
A015	Site Check Sent	9/4/2009	9/14/2009	9/4/2009	DONE CKC
F033	Commercial Fees	9/4/2009			DONE CKC
A20	Front Counter X-Check	9/4/2009	9/14/2009	9/8/2009	DONE JZB
A016	Building Site Check Clear	9/4/2009	9/11/2009	9/9/2009	DONE TAY
A019	BUILDING PLAN REVIEW	9/4/2009	10/5/2009	9/9/2009	DONE CAR
A022	PUBLIC WORKS REVIEW	9/4/2009	10/5/2009	9/10/2009	DONE TJT
A041	Plan Correction Pick-up	9/4/2009	9/4/2009	9/15/2009	DONE SAK

A020	PLANNING DIVISION REVIEW	9/4/2009	10/5/2009	9/15/2009	DONE	RTH
A034	Plan Correct Notification	9/4/2009	10/20/2009	9/15/2009	DONE	SAK
A36	P. W. Drainage Rev	9/8/2009	9/21/2009	9/10/2009	DONE	TJT
A402	P. W. Recycling PI	9/8/2009	9/21/2009	9/8/2009	DONE	TJT
A33	P. W. Received	9/8/2009	9/8/2009	9/8/2009	DONE	TJT
A34	P. W. Final	9/8/2009	9/14/2009	10/22/2009	DONE	TJT
A35	P. W. Re-stamp	9/10/2009	9/16/2009	10/22/2009	DONE	TJT
A241	PLANNING DIVISION FINAL	9/15/2009	9/15/2009	9/15/2009	DONE	RTH
A045	Plan Correction Return	10/16/2009	10/16/2009	10/16/2009	DONE	JNB
A173	BUILDING PLAN CHECK FINAL	10/16/2009	10/16/2009	10/16/2009	DONE	CAR
A410	Final Fee Payment	10/16/2009	10/16/2009	10/26/2009	DONE	PSW
A400	Permit Notification	10/16/2009	10/16/2009	10/23/2009	DONE	SAK
A33	P. W. Received	10/22/2009	10/22/2009	10/22/2009	DONE	TJT
C020	Issue Permit	10/26/2009		10/26/2009	DONE	SAK
B211	Under-Slab/Floor Plumbing	11/18/2009	11/20/2009	11/20/2009	PAPV	TAY
B154	FOUNDATIONS	11/23/2009	11/24/2009	11/24/2009	PAPV	TAY
B158	Concrete Slab	11/24/2009	11/24/2009	11/24/2009	PAPV	TAY
B321	Roof Nailing Only	12/21/2009	12/22/2009	12/22/2009	CNCL	TAY
B300	Structural Inspections - All	12/22/2009	12/23/2009	12/23/2009	PAPV	TAY
B316	Roof Nailing & Roof Framg	12/22/2009	12/23/2009	12/23/2009	PAPV	TAY
B355	Rough Plumbing Only	1/11/2010	1/12/2010	1/12/2010	PAPV	TAY
B455	Sewer Line (trench / test)	1/12/2010	1/12/2010	1/12/2010	PAPV	TAY
B355	Rough Plumbing Only	1/14/2010	1/15/2010	1/15/2010	PAPV	TAY
B354	Rough Electrical Only	1/27/2010	1/28/2010	1/28/2010	PAPV	TLA
B556	Stucco Lath	1/28/2010	1/29/2010	1/29/2010	PAPV	RPM

C021	Reprint Permit	2/4/2010		2/4/2010	DONE	CKC
B353	Rough Framing Only	2/4/2010	2/5/2010	2/5/2010	PAPV	JGZ
B543	Wall Insulation Only	2/10/2010	2/11/2010	2/11/2010	PAPV	MEV
B350	Rough Inspections (F,E,P,H)	3/10/2010	3/11/2010	3/11/2010	PAPV	TAY
B500	Insulation Inspections - All	3/13/2010	3/15/2010	3/15/2010	PAPV	TAY
B557	Drywall Nails/Screws	3/18/2010	3/19/2010	3/19/2010	PAPV	MEV
B453	Interior Gas (air test)	3/22/2010	3/23/2010	3/24/2010	PAPV	TAY
B459	Shower Pan	4/1/2010	4/2/2010		APPR	INET

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Inspection Record Card - Commercial

This Card is For Phase I only

San Luis Obispo County Planning & Building Dept.
 Telephone 805-781-5600

Permit: PMT2009-00361 Date: _____
 Project: APN: 022-381-002

Commercial/Industrial Addition/Alteration
 EADY PROPERTIES LLC A CA LLC
 06276 MOONSTONE BEACH DR CAMB

Please complete any special requirements listed on the front of your permit prior to requesting inspections. Partial approvals recorded on reverse side.

GENERAL INFORMATION

Please call 788-2076 to schedule an inspection. Inspections will be made on the following work day. Have your permit number and 3 digit inspection code ready when you call. The approved plans and this inspection card MUST be in an obvious place on site the day of inspection. **SITE ID OR ADDRESS MUST BE POSTED IN CONSPICUOUS PLACE**

You may call your inspector between 7:00 and 8:00a.m. any workday with questions about inspections or about your job.

EROSION CONTROL MEASURES MUST BE IN PLACE FOR THE DURATION OF PROJECT

FOUNDATIONS & SLAB
 THESE MUST BE APPROVED BEFORE CONCRETE IS PLACED

Footings/Setbacks/Ufer	154	<i>Phase I</i>	Slab	158	<i>11/24/09 TM</i>
Setbacks	160		Ret. Wall Footing	165	
Footings Only	156	<i>11/24/09 TM</i>	Ret. Wall Steel	159	
Ufer Ground	161		Ret. Wall Tieback	164	
Under Slab Plumb.	211		Temp Power Pole	429	
<i>Phase I w/s Plumbing 11-20-09 TM</i>			Waterproofing		

SUB-FLOOR INSPECTIONS
 THESE MUST BE APPROVED BEFORE FLOOR SHEATHING IS PLACED

Sub-Floor Plumbing	211	/	Joists/Girders	213	/
Heating Ducts	212	/	Access / Vents		/
Gas Lines	212	/	Shear/Hardware		/
			Floor Insulation	542	/

*** OSHA APPROVED LADDER MUST BE PROVIDED ***

FRAMING INSPECTIONS
 NOTE: SEE SPECIAL INSPECTION REQUIREMENTS

Roof & Shear	300	<i>12-23-09 TM</i>
Roof Nailing Only	321	<i>NA</i>
Roof Framing Only	317	<i>NA</i>
Lateral Shear Only	320	<i>NA</i>
Epoxy Bolts (Max 6)	319	<i>NA</i>
Conc. Tilt Up Panels		
Steel Bldg. Frame	325	
Interior Framing		

SUB TRADE INSPECTIONS
 THESE MUST BE APPROVED BEFORE INSULATION INSTALLED.

Rough Insp (ALL)	350	/
Framing	353	<i>3/11/10 TM</i>
Electrical	354	<i>7-28-10 TA</i>
Plumbing	355	<i>11/15/10 TM DWV 1/12/10 TM</i>
Mechanical	356	<i>3/11/10 TM</i>
Fire Penetrations	558	
Roof Drains		
Fire Sprinkler		<i>1-26-10 / Hot Room Temp w/ VENTS - 6 MLG</i>

LATH / INSULATION / DRYWALL
 THESE MUST BE APPROVED BEFORE COVERED

Stucco Lath	556	<i>1-29-10 RIG</i>
Insulation-Walls	543	<i>3/15/10 TM</i>
Insulation-Ceiling	544	<i>3/15/10 TM</i>

Drywall	557	<i>3/19/10 MEW</i>
Interior Gas	453	<i>3/23/10 TM</i>
Fire Penetrations	558	
T-Bar	857	

OUTDOOR UTILITY INSPECTIONS
 THESE MUST BE APPROVED PRIOR TO BACKFILL

Sewer Line	455	<i>11/24/09 TM</i>	Gas Lines (ext)	452	
Back Water Valve			Water Lines	454	
Septic Tank	457	/	Electric Conduit	428	
Leach Field	458	/	Service Panel	430	

FINAL INSPECTIONS & OTHER AGENCY APPROVAL

Fire Dept.	
Public Works 781-5252	
Service District	
Dev Rev 788-2009	
Recycle 781-5259	
Health Dept. 781-5544	
Cert. of Occupancy	

FINAL INSPECTIONS
 DO NOT OCCUPY BUILDING UNTIL FINAL APPROVAL

Final - All	800
Erosion Control	652
Grading/Drainage	851
Plumbing	807
Electrical	805
Mechanical	808
Accessibility	858

Inspection Record Card - Commercial

<p>ADDITIONAL INSPECTIONS OR APPROVALS</p> <p>COUNTY OF SAN LUIS OBISPO PLANNING & BUILDING DEPT. 976 OSOS ST. ROOM 200 SAN LUIS OBISPO, CA 93408 805-781-5600 www.sloplanning.org</p>	<p>PARTIAL APPROVAL STATEMENT</p> <p>Inspections recorded on this side are supplemental inspections to those listed on the front of the card. APPROVAL of each category will be recorded on the front side only. SITE ID OR ADDRESS MUST BE POSTED IN CONSPICUOUS PLACE</p> <p>You may call your inspector between 7:00 and 8:00a.m. any workday with questions about inspections or about your job.</p>
---	---

<p>FOUNDATIONS (Date, Initial, Description)</p>	

<p>SUB-FLOOR INSPECTIONS (Date, Initial, Description)</p>	

<p>FRAMING INSPECTIONS (Date, Initial, Description)</p> <p><i>Party walls - 2/5/10 JB</i></p>	<p>SUB TRADE INSPECTIONS (Date, Initial, Description)</p>

<p>LATH / INSULATION / DRYWALL (Date, Initial, Description)</p> <p><i>party wall insulation 2-11-10 [initials]</i></p> <p><i>shower pan 4/2/10 [initials]</i></p>	

<p>OUTDOOR UTILITY INSPECTIONS (Date, Initial, Description)</p>	
Grease Trap/Interceptor	Underground LP Tank
Dosing Tank	
Pump	
Alarms	

<p>FINAL INSPECTIONS (Date, Initial, Description)</p>	<p>FINAL INSPECTIONS (Date, Initial, Description)</p>

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.F.**

FROM: Tammy Rudock, General Manager
Cori Ryan, Administrative Technician III

Meeting Date: May 27, 2010

Subject: Consider Approving Extension of Intent to Serve Letter for Senior Care Facility, Michael Clark, Applicant, APN 024.191.052

RECOMMENDATIONS:

Approve 12-month extension of Intent to Serve Letter for Senior Care Facility, Michael Clark, Applicant, APN 024.191.052.

FISCAL IMPACT: \$200 fee paid.

DISCUSSION:

Per CCSD Code Section 8.04.080(E)(3), extension of Intent to Serve letters for more than 3 EDUs are to be approved by the Board of Directors. Commercial project extensions are valid for a 12-month period.

This Intent to Serve letter for an 11.78 EDU Senior Care Facility at the intersection of Ardath Drive and Green Street was originally issued in 1998. The applicant has paid the administrative and retrofit-in-lieu fees. Mr. Clark has had eleven previous extensions for this project. They were as follows:

	May 1, 2000	June 1, 2005
Should have been 12 month ←	November 1, 2000	June 1, 2006
extension for commercial	May 1, 2001	June 1, 2007
	May 1, 2002	June 1, 2008
	June 1, 2003	June 1, 2009
	June 1, 2004	

While Mr. Clark's project has undergone many transitions, it remains a viable work in progress, and he is presently working with investors on final project drawings.

If approved, this extension of the intent to serve letter would keep the project valid with the CCSD thru June 1, 2011.

Attachment: Application for Extension

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON

APPLICATION FOR EXTENSION LETTER

_____ **INTENT TO SERVE**

_____ **CONNECTION PERMIT**

RESIDENTIAL COMMERCIAL

Extension, if approved, is valid for 6 months on residential Intent to Serve Letters, and 12 months on Commercial Intent letters and all Connection Permits.

INSTRUCTIONS: Application for Extension shall be submitted at least thirty (30) days prior to expiration date of letter/permit. Applicant must provide proof that application(s) for a building construction permit and, if required for this project, a minor use permit, is/are actively being processed by the County Planning Dept. **Application must include payment of Extension Fee per District Fee Schedule.**

TODAY'S DATE: 4/22/2010 EXPIRATION DATE of LETTER/PERMIT JUNE 1st 2010

OWNER'S NAME MICHAEL CLARK PHONE # 805-927-5088

OWNER'S MAIL ADDRESS P O BOX 419 -203-5388

AGENT'S NAME/PHONE NO. _____

ASSESSOR'S PARCEL NUMBER 024 191 052

INTENT TO SERVE LETTER FIRST ISSUED (DATE): _____ # OF EXTENSIONS PREVIOUSLY REQUESTED _____

(REQUIRED) • Attach **CURRENT** (no more than 30 days old) **COUNTY STATUS PRINT-OUT** showing RECENT activity on the project

(REQUIRED) • Building Permit/ Project No. B

(If applicable) • Minor Use Permit/ Project No. DRC 2005-00103

• Have you started the foundation or construction? Yes ___ No

Reason for this request:

ECONOMIC - BANKS & INVESTORS DE-GROWING

I/We understand that the General Manager/Board of Directors (as applicable) shall have full discretion to approve or disapprove the requested extension, and if granted, the extension shall be subject to any conditions which may be imposed.

/s/ Michael Clark
Signature of Applicant or Authorized Agent

4/22/2010
Date

----- for office use -----

Extension Fee Paid _____

Extension DENIED _____

All documentation received _____

Reason for Denial _____

Board Action Date (if applicable) _____

Extension APPROVED _____

New Expiration Date _____

/s/Permits Specialist / for General Manager

Date



Case Activity Listing

San Luis Obispo County Department of Planning and Building

County Government Center San Luis Obispo, California 93408 Telephone: (805) 781-5600

Case #: DRC2005-00103

CLARK MICHAEL B

39,391 SQUARE FOOT, 31-UNIT SENIOR CARE FACILITY. THE PROJECT WILL RESULT IN THE DISTURBANCE OF APPROXIMATELY 1 ACRE OF A 1.26 ACRE PARCEL.

Activity	Description	Date 1	Date 2	Date 3	Hold	Disp	Assigned To	Done By	Updated By
DRFCFU	Development Plan/CUP Fees			12/2/2005	None	DONE	JNB	JNB	12/2/2005 JNB
DRCCAD	Planner Assignment to coastal team planners-MLN...tkj	12/2/2005	12/2/2005	12/7/2005	None	DONE	MLN	TKJ	12/20/2005 TKJ
DRCCA1	Planning Intake	12/2/2005	12/2/2005	12/2/2005	None	DONE	JGJ	JGJ	12/2/2005 JGJ
DRCCAM	Fee Payment	12/2/2005	12/2/2005	12/2/2005	None	DONE	JNB	JNB	12/2/2005 JNB
DRCCAM	File Make-Up	12/2/2005	12/2/2005	12/7/2005	None	DONE	TKJ	TKJ	12/7/2005 TKJ
DRCCAP	Referrals Sent	12/2/2005	12/2/2005	12/7/2005	None	DONE	TKJ	TKJ	12/7/2005 TKJ
DRCCA2	INFO HOLD LETTER SENT	12/27/2005	12/27/2005	12/27/2005	None	DONE	MLN	MLN	12/27/2005 MLN
DRCCAC	Dev Statement Sent	6/20/2006	6/20/2006	6/22/2006	None	DONE	MLN	MLN	6/22/2006 MLN
DRCCAC	Envir Receive File	6/20/2006	6/20/2006	6/22/2006	None	DONE	MLN	MLN	6/22/2006 MLN
DRCCAC	Negative Dec Proposed/Notice	6/20/2006	6/20/2006	6/22/2006	None	DONE	MLN	MLN	6/22/2006 MLN
DRCCAD	ACCEPTED FOR PROCESSING- ND	6/20/2006	6/20/2006	6/22/2006	None	DONE	MLN	MLN	6/22/2006 MLN



Case Activity Listing

San Luis Obispo County Department of Planning and Building
 County Government Center San Luis Obispo, California 93408 Telephone: (805) 781-5600

Case #: DRC2005-00103

CLARK MICHAEL B

39,391 SQUARE FOOT, 31-UNIT SENIOR CARE FACILITY. THE PROJECT WILL RESULT IN THE DISTURBANCE OF APPROXIMATELY 1 ACRE OF A 1.26 ACRE PARCEL.

Activity	Description	Date 1	Date 2	Date 3	Hold	Disp	Assigned To	Done By	Updated By	
DRCCAP	NOTICE FORM/LABELS TO CLERK	6/20/2006	6/20/2006	7/6/2006	None	DONE	MLN	MLN	7/6/2006 NAR	
DRCCAN	PDH HEARING	7/6/2006	7/6/2006	8/18/2006	None	DONE	NAR	NAR	7/6/2006 NAR	
DRCCAP	HEARING NOTICED	7/6/2006	7/6/2006	7/6/2006	None	DONE	NAR	NAR	7/6/2006 NAR	
<i>To be published on 7/13/2006 in The Cambrian. Hard copies to mail on 7/10/2006.</i>										
DRCCAP	Send Staff Report	8/3/2006	8/3/2006	8/3/2006	None	DONE	NAR	NAR	8/3/2006 NAR	
DRCCA6	LAND USE PERMIT ISSUE	8/18/2006	8/18/2006		None				8/18/2006 NAR	
DRCCAP	NOTIFICATION SENT	8/18/2006	8/18/2006	8/24/2006	None	DONE	NAR	NAR	8/24/2006 NAR	
<i>PDH - 8/18/06 - Local appeal period ends 9/1/06.</i>										
DRCCAP	PDH HEARING APPROVAL	8/18/2006	8/18/2006	8/18/2006	None	DONE	NAR	NAR	8/18/2006 NAR	
DRCKAD	Project Complete	8/18/2006	8/18/2006		None				8/18/2006 NAR	
DRCKAD	Project Complete	8/18/2006	8/18/2006	8/18/2006	None				8/18/2006 NAR	
DRCMAM	File Cleaning	8/18/2006	8/18/2006	8/18/2006	None				8/18/2006 NAR	
DRCMAM	File Cleaning	8/18/2006	8/18/2006	8/18/2006	None				8/18/2006 NAR	



Case Activity Listing

San Luis Obispo County Department of Planning and Building

County Government Center

San Luis Obispo, California 93408

Telephone: (805) 781-5600

Case #: DRC2005-00103

CLARK MICHAEL B

39,391 SQUARE FOOT, 31-UNIT SENIOR CARE FACILITY. THE PROJECT WILL RESULT IN THE DISTURBANCE OF APPROXIMATELY 1 ACRE OF A 1.26 ACRE PARCEL.

Activity	Description	Date 1	Date 2	Date 3	Hold	Disp	Assigned To	Done By	Updated By
DRCMAM	Micro-Film Records	8/18/2006	8/18/2006	1/25/2007	None	DONE		MVJ	1/25/2007 MVJ
DRCMAM	Micro-Film Records	8/18/2006	8/18/2006		None				8/18/2006 NAR
DRCCAL	APPEAL PERIOD CLOSED	6/13/2007	6/14/2007	10/18/2006	None	DONE		NAR	6/13/2007 NAR
	No CCC appeals. Permit good to October 18, 2008.								
DRCCAD	Planner Assignment	11/30/2007	11/30/2007	11/30/2007	None	DONE	AMS	AMS	9/23/2008 TKJ
	Airlin								
DRCKAM	Time Ext Fee Paymt	9/23/2008	9/23/2008	9/3/2009	None	DONE		PSW	9/3/2009 PSW
DRCKAT1	TIME EXT #1 REQST	9/23/2008	9/23/2008	9/23/2008	None	DONE	AMS	TKJ	9/23/2008 TKJ
	RECEIVED								
	first one year time extension valid thru 10/18/2009. tkj								
DRCKAT	Time Ext #1 Letter	5/14/2009	5/14/2009	5/14/2009	None	DONE		TKJ	5/14/2009 TKJ
	1st time ext valid thru 10-18-09. tkj								
DRCKAM	Time Ext Fee Paymt	9/3/2009	9/3/2009	9/3/2009	None				9/3/2009 TKJ
DRCKAT2	TIME EXT #2 REQST	9/3/2009	9/3/2009	9/3/2009	None	DONE		TKJ	9/3/2009 TKJ
	RECEIVED								
	2nd time extension valid thru 10/18/2010. tkj								
DRCKAT	Time Ext #2 Letter	9/3/2009	9/3/2009	9/3/2009	None	DONE		TKJ	9/3/2009 TKJ

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.G.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: Consider Adoption of Resolution 24-2010 Ratifying Side Letter No. 2 to Amended Payment and Compensation Plan (Management and Confidential Employees)

RECOMMENDATIONS:

Adopt Resolution 24-2010 ratifying Side Letter No. 2 to Amended Payment and Compensation Plan (Management and Confidential Employees).

FISCAL IMPACT AND DISCUSSION:

Effective with the first full pay period in July 2010, and a 4.1% salary increase, Management and Confidential Employees (MCE) conceded to paying 2% of the designated employee portion of the PERS retirement contributions. This reduces the CCSD's obligation to 6% of the designated employee portion.

Further, all new hire MCEs shall pay the entire designated employee portion (8%) of the PERS retirement contribution, effective with the Board's ratification of Side Letter No. 2.

MCEs' Side Letter No. 2 is attached, which has been signed by all impacted employees. The CCSD sincerely appreciates these further concessions made by CCSD Management and Confidential employees.

Attachments: Resolution 24-2010
MCE Side Letter No. 2

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: SANDERS CHALDECOTT CLIFT DE MICCO MAC KINNON



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 24-2010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT RATIFYING SIDE LETTER NO. 2 TO AMENDED PAYMENT AND COMPENSATION PLAN WITH MANAGEMENT AND CONFIDENTIAL EMPLOYEES

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Ratifies the Side Letter No. 2 to Amended Payment and Compensation Plan between the CCSD and Management and Confidential Employees; and
2. Expresses its appreciation to Management and Confidential employees for its further contract concessions.

PASSED AND ADOPTED this 27th day of May, 2010.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel



CAMBRIA COMMUNITY SERVICES DISTRICT

P.O. Box 65 • Cambria, CA 93428 • Telephone: (805) 927-6223 • Fax: (805) 927-5584

SIDE LETTER NO. 2 TO AMENDED PAYMENT AND COMPENSATION PLAN DATED JULY 26, 2007

BETWEEN

THE CAMBRIA COMMUNITY SERVICES DISTRICT (CCSD) AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES (MCE)

The CCSD and MCE agree to this side letter to the Amended Payment and Compensation Plan dated July 26, 2007, providing that effective the first full pay period in July 2010, MCE employees shall begin paying 2% of the designated employee portion of the PERS retirement contributions. The CCSD shall pay 6% of the designated employee portion for a total designated employee share contribution of 8% of wages.

It is acknowledged that MCE employees shall receive a 4.1% salary increase effective with the first full payroll in July 2010, which absorbs the impact of the MCE employees sharing in the cost of the designated employee portion of the PERS retirement agreed to herein.

It is further agreed that effective with the date of ratification of this Side Letter by the CCSD Board of Directors, all new hire MCE employees shall pay the entire designated employee share of PERS retirement contributions. (The current rate is 8% of wages and is subject to change.) This will be incorporated into the CCSD Code via Ordinance, thereby eliminating from future labor negotiations.

CAMBRIA COMMUNITY SERVICES DISTRICT

BY: Tammy A. Rudock
Tammy A. Rudock, General Manager

DATE: 5/18/10

MANAGEMENT AND CONFIDENTIAL EMPLOYEES

BY: Tammy A. Rudock
Tammy Rudock, General Manager

DATE: 5/18/10

BY: Robert C. Gresens
Bob Gresens, District Engineer

DATE: 5/18/2010

BY: Kathy Choate DATE: 5/18/2010
Kathy Choate, District Clerk

BY: Allyne LaBossiere DATE: 5/18/10
Allyne LaBossiere, Finance Manager

BY: Mark P Miller DATE: 5-19-10
Mark Miller, Fire Chief

BY: Jim Adams DATE: 5/19/10
Jim Adams, Water System Supervisor

BY: Mike Kuykendall DATE: 5-19-10
Mike Kuykendall, Wastewater System Supervisor

BY: Ben Boer DATE: 5-19-10
Ben Boer, Facilities & Resources Supervisor

BY: Kathy Fry DATE: 5/19/10
Kathy Fry, Confidential Administrative Technician III

BY: Monique Madrid DATE: 5/19/10
Monique Madrid, Confidential Administrative Technician III

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.H.**

FROM: Tammy Rudock, General Manager
Kathy Fry, Confidential Administrative Technician III

Meeting Date: May 27, 2010 Subject: Consider Adoption of Resolution
23-2010 Reinstating CCSD Employee
Health Reimbursement Arrangement
Benefit and Approving Services
Agreement with *BusinessPlans, Inc.*

RECOMMENDATIONS:

1. Adopt Resolution 23-2010 reinstating CCSD Employee Health Reimbursement Arrangement (HRA) benefit.
2. Approve and authorize General Manager to execute HRA Plan Services Agreement with *BusinessPlans, Incorporated – myCafeteriaPlan* (“BPI”). This agreement will authorize BPI to act as the third party administrator for the HRA plan.
3. Authorize General Manager to establish a separate bank account with Heritage Oaks bank to maintain the HRA fund transactions separate from the Main Checking Account transactions.

FISCAL IMPACT:

FY 2010/2011 impact is approximately \$1,000 in cost savings by switching from eflexgroup.com to BPI.

DISCUSSION:

Employee salaries and benefits are bargained for rights and controlled and managed under MOUs, the Payment and Compensation Plan, and individual employment agreements. Last year, CCSD employees agreed to a temporary “give back” of one-half (1/2) of their HRA benefit per Resolutions 59-2009 (MCE), 61-2009 (SEIU Local 620), and 13-2010 (IAFF Local 4635). Side Letter No. 1 for each employee group covered under these Resolutions states: “... employees will not receive a \$1,300 HRA credit in 2010, but rather \$650 for the period July 1, 2010 through December 31, 2010.”

Per the referenced resolutions, effective July 1, 2010, the CCSD will begin making contributions to the HRA fund again and these contributions will be deposited into a separate checking account with Heritage Oaks Bank set up specifically to control these funds. The HRA plan will be administered by a new third party administrator (BPI), instead of the prior administrator (eflexgroup.com), resulting in cost savings.

Attachments: Resolution 23-2010
HRA Plan Services Agreement

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 23-2010

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
REINSTATING ITS EMPLOYEE HEALTH REIMBURSEMENT ACCOUNT BENEFIT
AND APPROVING SERVICES AGREEMENT WITH BUSINESSPLANS, INC.

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approves reinstatement of the CCSD Health Reimbursement Account benefit, effective July 1, 2010, pursuant to side letters with represented employees and related CCSD Resolutions 59-2009 (MCE), 61-2009 (SEIU Local 620), and 13-2010 (IAFF Local 4635);
2. Approves a contract with *BusinessPlans, Incorporated – my CafeteriaPlan* ("BPI"), inc. to provide HRA benefit administration, and authorizes the General Manager to execute the services agreement; and
3. Approves the establishment of a new bank account with Heritage Oaks Bank to control HRA funds.

PASSED AND ADOPTED this 27th of May, 2010.

Gregory W. Sanders, President,
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

HRA PLAN SERVICES AGREEMENT

Employer: **Cambria Community Services District**

Address: 1316 Tamson Drive
Cambria, CA 93428

Telephone Number: (805) 927-6223

Employer ID Number:
Name of Plan: Cambria Community Services District HRA Plan

Plan Administrator: Cambria Community Services District

Type of Plan: HRA Plan

The Employer hereby applies for the Services indicated below to be furnished by *BusinessPlans, Incorporated - myCafeteriaPlan* ("BusinessPlans") for the Plan identified above. This agreement specifies the services BusinessPlans will provide to Cambria Community Services District (referred to as "Company" in this document), and the responsibilities of the Company for the ongoing administration of the Company's HRA Plan.

Plan Installation Services Annual Administration Services for the 2010 and later Plan Years

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

What are the duties of the Plan Administrator? Under federal law, administrators of fringe benefit plans are fiduciaries. A fiduciary occupies a position of trust on behalf of plan participants and beneficiaries. The plan administrator is responsible for determining which employees are eligible to participate in the plan, what benefits are payable, when such benefits are payable, and in what form. The plan administrator must account for contributions to the plan and assure proper funding. Federal laws also require that the plan administrator maintain appropriate records and make various reports to participants and government agencies.

The basic purpose of a plan administrator is to assure that participants and beneficiaries receive what they are entitled to under the terms of the plan. In general, the plan administrator must see that the terms of the plan are carried out for the exclusive benefit of participants and beneficiaries. Anyone who is designated as a plan administrator should become knowledgeable of the duties and obligations which the law imposes.

Who is the Plan Administrator? BusinessPlans is not the plan administrator. BusinessPlans, by the terms of this Service Agreement, will provide support services to the plan administrator. However, the support service provided by BusinessPlans does not make BusinessPlans the plan administrator. The company and other persons or organizations designated as fiduciaries in the plan are responsible for carrying out the duties of the plan administrator.

DESCRIPTION OF SERVICES

I. Plan Installation Services

BusinessPlans will assist the company with the design and production of the following documents:

1. Board of Directors resolution adopting the plan
2. Plan Document
3. Adoption Agreement
4. Summary Plan Description
5. Supporting Forms including enrollment and change forms

NOTE: The actual preparation of these documents will be done by BusinessPlans, Inc. using proprietary software of *FT William*. By providing these services BusinessPlans is not engaged in the practice of law. While each document is customized to meet individual client needs, the terminology used is standard to all documents. Additional customization may require additional fees. If substantial changes are made to the document, The Company will be responsible to acquire an opinion letter (if desired) from their own legal representatives. The Company assumes all responsibility for the accuracy of these documents. In the event changes to or the enactment of new federal laws or regulations require revisions to the existing plan documents or entirely new plan documents, BusinessPlans will assist the Company upon request in procuring revised or new plan documents and in completing any amended or new agreement as necessary.

II. Annual Administration Services

Administrative Services Provided by BusinessPlans

1. Generate employee reimbursements on a weekly basis.
2. Give each participant a Statement of Account with each reimbursement.
3. Supply Company with sample forms for enrollment, participant terminations, change of status, and other forms as necessary.
4. Provide or make available to the Company monthly reports showing participation in the Plan including:
 - Year to Date Summaries
 - Check Registers
 - Unsubstantiated Claim Reports
5. Use reasonable care to guard against fraudulent or erroneous claims. However, BusinessPlans shall be entitled to rely upon information submitted by Plan participants.
6. Supply check stock for payment of claims.
7. Adjudicate and pay all claims as appropriate.
8. Generate and distribute necessary participant communications such as denial letters and receipt requests.

9. Generate and email employee account status letters 6-8 weeks before end of plan year.
10. Work with the Company during the reenrollment period to ensure timely processing.
11. Provide customer service representatives (CSR's) to assist plan participants. CSR's will be available by phone, fax, or email during regular business hours (8am to 5pm EST).
12. Prepare and conduct informational meetings as needed or requested by the Company for key management personnel or its employees.
13. Prepare sample communication material for Company including:
 - Brochures
 - Paycheck stuffers
 - Posters
 - Email notices
 - Other custom communications

Company Responsibilities

1. Have legal counsel review the Plan Documents and Summary Plan Description.
2. Report participant additions, terminations, and changes of status to BusinessPlans promptly.
3. Distribute various reports and communication materials to employees in a timely manner.
4. Provide funding through company controlled general bank account.
5. Sign and disperse checks if signing authority was not given to BusinessPlans, Incorporated.
6. Initiate any action required if the plan becomes discriminatory.
7. Furnish any data that may be necessary for administrative purposes to BusinessPlans on a timely basis.
8. Distribute Summary Plan Description to all participating employees within 90 days of joining the Plan.
9. Company shall be responsible for attachment 2 and 3 regarding liability for claim expenses, ach overdraft, etc.
10. Company is responsible for all claims expenses including ineligible and unauthorized transactions. In no event will BusinessPlans be liable for any such transactions. In the event of an ineligible expense, the Company will assist BusinessPlans and use its best efforts to recover the funds from the Plan Participant and credit the Deposit Account with such recovered funds. Company will bear the loss of any uncollectible amounts from Plan Participants.

Claims are the General Asset of Company

- a. Notwithstanding any provision in this Agreement to the contrary, BusinessPlans, intends and agrees that all assets transferred to an account(s) from which FSA and medical reimbursement claims shall be paid (the "Claims Assets") under this Agreement; (i) are and shall remain the general assets of the company; (ii) are not "plan assets" within the meaning of ERISA; (iii) were never held in an account, fund, or trust bearing the name of the Plans or otherwise held in an account of the Plans or any participants or beneficiaries thereof; and (iv) shall remain subject to the claims of the companies creditors at all times. It is agreed that Claims Assets shall be held in a general account of the company or a general account maintained by BusinessPlans.
- b. The company represents and agrees that: (i) neither it or any of its employees, directors, representatives, fiduciaries, or employees benefit plans (or any entity performing services for the company or such plans) or any of their predecessors, successors, or assigns have represented or will represent to any participant or beneficiary of the Plans that a separate account, fund, or trust is being held on behalf of the Plan(s) that may be used to provide or secure benefits under the Plans; (ii) it shall advise the participants and beneficiaries of the Plan(s) that the benefits under the Plan(s) shall at all times be paid out of the general assets of the company.
- c. In the event that Claims Assets of the company transferred pursuant to the direction of BusinessPlans are insufficient to pay the Claims submitted and payable pursuant to the terms of the Plan(s), BusinessPlans shall, as soon as practicable upon becoming aware of such fact, advise the company of such shortfall. Within 2 (two) business days of receiving such notice, the company shall make available, from its general assets, and transfer according to the terms of the Direct Debit/Deposit Agreement or Funds Transfer Agreement, the additional amounts necessary to pay such claims. BusinessPlans shall not at any time be obligated to pay any claim under the Plan(s) unless there are sufficient Claims Assets held by the company to pay such claims. The company agrees to indemnify, defend and hold BusinessPlans harmless from any out-of-pocket loss or expense of any kind whatsoever (including, without limitation, reasonable attorney's fee and costs) actually incurred by BusinessPlans that would not have occurred but for the companies failing to transfer sufficient Claims Assets to pay benefits under the Plan(s) and that is not otherwise due to the fault, negligence, or breach of this Agreement.
- d. In the event that Claims Assets transferred by the company exceed the claims payable under the Plan(s) for any given reimbursement period, then such excess assets shall be automatically rolled forward and applied to future claims.

In no event will BusinessPlans ever be responsible for any information provided by any third party including, but not limited to, the Company, participant or beneficiary.

BusinessPlans will not be liable for any loss, cost, damage, claim, liability, lawsuit or expense, including reasonable attorney fees unless it is adjudicated by a Court of complete jurisdiction that such amount is due to BusinessPlan's intentional and willful conduct. The terms of this provision will remain in effect indefinitely regardless of why or when this Agreement terminates.

FEE SCHEDULE

Fees and Terms of Payment

BusinessPlans will submit a monthly invoice via email. The Company will pay BusinessPlans within 10 days of invoice receipt.

The fees are listed in *Attachment 1* to this document. BusinessPlans has the right to change the fees after giving the Company 60 days notice of changes.

NOTE: If corrected reports are required because of inaccurate or incomplete data given to BusinessPlans by The Company, there may be additional fees for the corrected reports.

Reports and Data

All Company data obtained by BusinessPlans will be held in confidence and will not be made known to other persons, parties or businesses without written permission from the Company. Upon request, BusinessPlans will provide the Company with any standard reports and data.

Use of Company Name

BusinessPlans has the Company's permission to use the Company name in advertising and marketing brochures.

Check here if permission is not granted.

Agreement Terms

This agreement will be effective from the date both parties execute this agreement, and will remain effective until terminated. Either party can terminate this agreement after a 60-day written notice.

The agreement can only be amended, in writing, signed by BusinessPlans.

Cambria Community Services District

BusinessPlans, Incorporated

Kathy Fry

Doug Griffith, President

Date

Date

**ATTACHMENT 1
FEE SCHEDULE**

ANNUAL ADMINISTRATION FEES

I. *Set-up Fee:* \$ 625

- Plan Document
- Summary Plan Description
- Adoption Agreement
- Supplemental Forms
- Brochures and other communication materials for initial distribution (1st year) up to \$1,000 value
- Employee Meetings upon request (\$250/day plus expenses)
- All documents and forms supplied on Master CD for distribution

II. *Monthly Administration: (Flexible Spending Accounts \$135.00 min / month)*

<i>Participants</i>	<i>Monthly Administration</i>
1 - 25	\$5.75/participant
26 - 50	\$5.50/participant
Flex Convenience Card Option	\$1.50/participant
Duplicate or dependent/spouse cards*	\$5.00
Lost or Stolen Cards*	\$5.00

*These fees are paid from participant's account unless company makes other arrangements.

III. *Related Fees:*

1. Additional and/or customized reports not included in our standard reports will be provided on a time and expense basis, quoted in advance. Written approval of the report and charges is required prior to report customization.
2. Reproducing more than 10 pages of a single original (\$.10 per copy.) per employee request.
3. Retrieval of participant records are charged at \$50 after plan designated run out.
4. Special communication pieces produced at Company's request will be charged at postage plus supplies.
5. Express delivery mailings requested by Company charged at cost of postage.
6. There may be an additional charge for processing enrollment if enrollment is not provided on the enrollment spreadsheet. (Groups over 25 participants)
7. Amendments to the Plan Documents and/or SPD will be provided for \$195.00.

Note: The above listed fees are expected to cover all miscellaneous services with the exception of printed materials for distribution to employees. BusinessPlans reserves the right to modify the rates at any time subject to a 60 day notice to Company.

Cambria Community Services District

BusinessPlans, Incorporated

Kathy Fry

Doug Griffith, President

Date

Date

ATTACHMENT 2
Flex Card Service Agreement

Company has agreed to provide employee benefit plan participants the ability to access their benefit accounts electronically through a stored value Evolution card ("Card") similar to a debit card. Company hereby grants to BusinessPlans and its service providers the right to receive and process data and perform all required services necessary to administer Card. BusinessPlans is granted the right to provide information to the Evolution Debit Card Program through Evolution Benefits, Inc. (Evolution) located at 22 Waterville Road, Avon, CT 06001. Company further grants to BusinessPlans and its service providers the right to derive and use aggregate and statistical data from such information and data.

BusinessPlans will establish on Company's behalf a non-interest bearing deposit account (Deposit Account) for the purpose of enabling Evolution to settle card transactions in a timely manner. Funds in the Deposit Account will be used only for the purposes of settling debit card transactions and paying fees debited from cardholders' accounts. A "Minimum Balance" will be pre-funded and maintained in the Deposit Account. The Minimum Balance is established by calculating 5% of the projected plan year contributions each year. Evolution may increase the minimum balance at Evolution's sole discretion.

In order to consistently maintain the minimum funding requirements, weekly ACH transactions will be performed. Evolution will monitor and ensure the Minimum Balance is maintained by using weekly funding reports.

In order to settle debit card transactions in a timely manner the Evolution Debit Card Program requires that Company enters into an ACH Agreement with Evolution.

When card transactions reduce the balance in the Deposit Account to an amount less than the Minimum Balance, Evolution will initiate, on a weekly basis, an ACH transfer of additional funds from Company to the Deposit Account in an amount sufficient to restore the Deposit Account to the Minimum Balance. BusinessPlans reserves the right to suspend service to all Evolution Debit Cards if the Minimum Balance is not maintained. If at any point Company fails to replenish the Deposit Account to the Minimum Balance, BusinessPlans will provide Company with notice, so that Company can correct the shortfall. If such deficiency is not cured within two (2) days of notice, authorization of Card Payments may be stopped and all services under this agreement for the period of time until such required amounts are provided may be suspended. In such case, BusinessPlans can also elect to terminate this Agreement. Company will be responsible for all outstanding obligations relating to the Deposit Account, including any Bank charges, penalties and interest in connection therewith. In the event that the Cards would be terminated and reinitiated, an initiation fee of \$1.50 per card may be required.

Company may request that the Minimum Balance be reduced to take into account events such as a reduction in workforce resulting in a significant decrease in the number of participant cards. BusinessPlans will not unreasonably refuse to adjust the Minimum Balance and return any difference. If there is a significant increase in the workforce of 10% or more, BusinessPlans may request a proportionate increase to the Minimum Balance.

Company will not have access to the funds in the Deposit Account until their return 120 days following the deactivation of all cards associated with Company's account.

**ATTACHMENT 3
AUTHORIZATION FOR ACH DEBITS / CREDITS**

Depositor Name as Shown on Bank Records

Checking Account Number/ Transit Routing Number
(A voided check or spec sheet must be attached for this account)

TO: _____

(Bank Address: Street, Box #, City, State and Zip Code)

Depositor authorizes The Bancorp Bank to present automated debits and credits to and from the above listed account as required to perform their responsibilities related to processing Depositor's benefit program. This authorization will remain in effect until revoked by Depositor in writing and until you actually receive such notice Depositor agrees that you shall be fully protected in honoring any such ACH transaction.

Depositor agrees that your treatment of each such ACH transaction and your rights in respect to it shall be the same as if it were a check signed by Depositor.

I authorize payments to be withdrawn daily or weekly as needed. Dated this _____ day of _____, 20____.

Signature of Depositor in Agreement with Bank Records

Please update your ACH filter (on the above reference account) to grant access to The Bancorp Bank. The Bancorp Bank identification number is: 1050006509.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO.

7.1.

FROM: Tammy Rudock, General Manager
Kathy Choate, District Clerk

Meeting Date: May 27, 2010 Subject: Consider Adoption of Resolution
25-2010 Requesting CCSD 2010
Biennial Election be Consolidated with
San Luis Obispo County for the
November 2, 2010 Consolidated
General Election

RECOMMENDATIONS

Adopt Resolution 25-2010 requesting CCSD 2010 Biennial Election be consolidated with San Luis Obispo County for the November 2, 2010 Consolidated General Election.

FISCAL IMPACT

Consolidating the CCSD's election with other elections reduces the CCSD's cost to print the ballot (undetermined at this time).

DISCUSSION:

The CCSD has two (2) full-term (four years) director positions to be filled in the November 2, 2010 General Election. President Greg Sanders' and Director Peter Chaldecott's elected terms expire December 3, 2010.

This resolution requesting consolidation of CCSD's election with the November 2, 2010 San Luis Obispo County General Election must be filed no later than **Friday, August 6, 2010** with the County Elections Official.

Attached is the County's Special District Calendar of Events documenting the complete elections process and deadlines.

Attachments: Resolution No. 25-2010
2010 Consolidated General Election Calendar

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___



RESOLUTION 25-2010

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE
NOVEMBER 2, 2010 CONSOLIDATED GENERAL ELECTION**

WHEREAS, an election shall be conducted on November 2, 2010 for the CCSD pursuant to the Uniform District Election Law commencing with Section 10500; and

WHEREAS, pursuant to Section 10555 of the Elections Code, said election may be consolidated with other elections to be held on the same day pursuant to Part 3, (commencing with Section 10400); and

WHEREAS, the CCSD Board of Directors requests that the San Luis Obispo County Board of Supervisors consolidate the CCSD's General District Election with any other election that may be held on the same date and involving the same territory, or in territory that is in part the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of the CCSD to be held on November 2, 2010, with all other elections held on the same date and involving all or a portion of the territory of the CCSD. This request is made pursuant to Section 10555 and 10400, et seq., of the Elections Code. The Board of Directors agrees to reimburse, upon presentation of an invoice, the County of San Luis Obispo in full for services performed relating to this election.

By unanimous vote on the motion of Director _____, seconded by Director _____ Resolution No. 25-2010 is hereby adopted this 27th day of May 2010.

AYES:
NOES:
ABSENT:

The foregoing resolution is hereby adopted this 27th day of May 2010.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

Office of the County Clerk-Recorder

COUNTY OF SAN LUIS OBISPO ♦ 1055 MONTEREY ST. RM. D120 ♦ SAN LUIS OBISPO, CA 93408 ♦ (805) 781-5080/5088



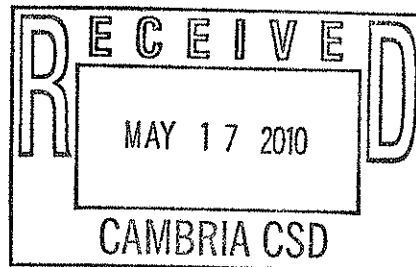
JULIE L. RODEWALD
COUNTY CLERK RECORDER

MELANIE FOSTER
Administrative Service Officer

TOMMY GONG
ASSISTANT COUNTY CLERK RECORDER

May 12, 2010

Cambria Community Services District
P.O. Box 65
Cambria, CA 93428
Attn: District Secretary



Dear District Secretary:

Pursuant to California Elections Code Section 1303(b), your district's biennial election will be held on Tuesday, November 2, 2010. In connection with this election the items listed below must be acted upon by the district board of directors and submitted to our office by the deadlines set out in the enclosed Calendar of Events.

1. Notice to County Elections Official - Elective Offices to be Filled (enclosed)
2. A map of your district's boundaries (even if they haven't changed)
3. A resolution by the board of directors requesting consolidation with the November 2, 2010 Consolidated General Election (sample enclosed)

As indicated in the Calendar of Events, Items 1 and 2 above must be filed with our office by **Wednesday, June 30, 2010**. Item 3 above shall be filed with our office no later than **Friday, August 6, 2010**, although as indicated on the calendar it would be appreciated if your resolution could be submitted by July 12, 2010. If you are planning on putting a measure on the ballot, along with the offices to be filled, please contact our office immediately.

Attached is a list of the terms which are to be filled at the upcoming election according to our records. Please review your district's information and notify us immediately if this information is incorrect.

Thank you in advance for your cooperation for providing the required information in a timely manner.

Sincerely,

JULIE L. RODEWALD, County Clerk-Recorder

By , Deputy Registrar of Voters

Encl:

**NOTICE TO COUNTY ELECTIONS OFFICIAL
ELECTIVE OFFICES TO BE FILLED
MAP OF DISTRICT BOUNDARIES
PAYMENT OF CANDIDATE STATEMENT OF
QUALIFICATIONS**

Elections Code §10509 & 10522

Name of District

TO THE COUNTY ELECTIONS OFFICIAL OF SAN LUIS OBISPO COUNTY:

1. Notice is hereby given that the elective offices of the district to be filled at the Consolidated General Election on November 2, 2010 are as follows:

NUMBER OF DIRECTORS TO BE ELECTED

TERM OF OFFICE

Four Year Term

Two Year Term

2. The qualifications of a nominee and of an elective office of the District are as follows:

SHALL BE A REGISTERED ELECTOR RESIDING IN THE DISTRICT

3. Pursuant to Elections Code §10522, a map showing the boundaries of the district is attached.

Have the boundaries changed since 2008?

YES _____ **NO** _____

4. Please indicate whether the DISTRICT or the CANDIDATE will pay for the printing and handling of the Statement of Qualifications, per Elections Code §13307

DISTRICT _____ **CANDIDATE** _____

Signed: _____

Dated: _____

Print Name and Title: _____

SPECIAL DISTRICT CALENDAR OF EVENTS
NOVEMBER 2, 2010 CONSOLIDATED GENERAL ELECTION

DATE/DEADLINE	EVENT
June 30, 2010 125 days EC §10509, 10522	District Secretary completes and delivers to the County Elections Official, the Notice of Elective Offices to be filled, along with the map of the district's boundaries.
JULY 5- AUG 4, 2010 120-90 Days EC Code §12112 EC §12113	County Elections Official shall publish the Notice of Election for each district containing: <ol style="list-style-type: none"> 1. The date of the election 2. The office for which candidates may file 3. The qualifications for office 4. Location where candidates may file for office and the deadlines 5. Statement regarding appointments EC §10515 In addition, County Elections official, shall, by a general press release, set forth the offices to be filled and a telephone number to call for information. County Elections Official shall deliver a copy of all published notices to the District Secretary for posting in the district office.
JULY 12- AUG 6, 2010 113-88 Days EC §10510, 10603 EC §10515	Nomination period - Candidates file declaration of candidacy forms and other related nomination documents with the County Elections Official. No person may file papers for more than one district office at the same election. Candidates for Harbor Commissioner must file nomination papers signed by 25 to 50 registered voters within the District. Insufficient Nominees - if by the close of nominations for a given office, there are insufficient or no nominees, and a petition requesting an election has not been filed, the district will not hold an election. Those candidates who filed Declarations of Candidacy will be appointed in-lieu of election by the Board of Supervisors. Upon recommendation of the District, the Board of Supervisors will make appointments where no candidates filed the requisite papers.
AUG 6, 2010 88 Days EC §10403, 10603b	Last day for districts to file their resolutions requesting consolidation of their election with the November 2, 2010 General Election with the County Elections Official Last day for a candidate to withdraw their Declaration of Candidacy.
AUG 7- AUG 11, 2010 87-83 Days EC §10604	Extended Filing Period - If an incumbent officer does not file a declaration of candidacy by August 6, 2010, any person other than the incumbent , may file between these dates. The extension is not applicable if there is no incumbent to be elected.
AUG 9, 2010 85 Days EC §13307	Last Day for a candidate to withdraw their Statement of Qualifications. Once filed, the statement cannot be changed, only withdrawn. If the office has a filing extension, the last day to withdraw the statement of qualifications is August 12, 2010.
DEC 3, 2010 EC §10554	Term of Office begins. Prior to taking office, each elective officer shall take the official Oath of Office.
JAN 3, 2011 HNC §6050, 6055, 6056	Term of Office for Harbor Commissioners begins at noon. Prior to taking office, each commissioner shall take the official oath and execute any bond required by the principal act.

**SAN LUIS OBISPO COUNTY ACTIVITY SCHEDULE FOR PLACING A MEASURE ON
THE BALLOT FOR THE NOVEMBER 2, 2010 GENERAL ELECTION**

NOTE: THIS IS A GENERIC CALENDAR BASED ON TIMELINES SET BY THE COUNTY CLERK AND THE DEADLINES FOR ACTUAL MEASURES MAY DIFFER. ONCE A MEASURE IS PLACED ON THE BALLOT, SEE THE SPECIFIC DEADLINE FOR THAT BALLOT MEASURE.

<p>July 21, 2010 (E-104) EC Sec 9140, 9342</p>	<p>LAST DAY for Governing Boards to submit their resolutions calling for and placing a measure on the General Election ballot. The resolutions must contain the FULL TEXT OF THE MEASURE and the EXACT FORM OF THE QUESTION as it is to appear on the ballot. If the question is the Full Text of the Measure, this needs to be stated in the resolution. File the original resolution with the Elections Official</p>
<p>July 28, 2010 (E-97) EC Sec 9163, 9316</p>	<p>BY THIS DATE the Elections Official shall send the Notice Calling for Submission of arguments FOR or AGAINST the measure to be published.</p>
<p>August 6, 2010 (E-88) EC Sec 10402-10403)</p>	<p>LAST DAY for Governing Boards to file the resolution requesting consolidation of their election with the November 2, 2010 General Election. File the original with the Elections Official. This resolution must set forth the exact form of the question of any measure to appear on the ballot.</p>
<p>August 11, 2010 (E-83) EC Sec 9161-9163, 9315-9316, 9501-9503, 9600-9601</p>	<p>PRIMARY ARGUMENTS DUE - File with the County Elections Official. LAST DAY for proponent(s) to change or withdraw Primary Arguments.</p>
<p>August 11, 2010 (E-83) EC Sec 9160, 9313, 9401, 9500</p>	<p>IMPARTIAL ANALYSIS DUE from County Counsel/LAFCO. FISCAL IMPACT STATEMENT DUE from Auditor (if directed by B.O.S.) TAX RATE STATEMENT DUE (Bond Measures)</p>
<p>August 12 - August 21, 2010* (E- 82-73) EC Sec 9190, 9380, 9509</p>	<p>PUBLIC EXAMINATION PERIOD - Primary Arguments, Analysis. Tax Rate Statement & Fiscal Impact Statement.</p>
<p>August 20, 2010 (E-74) EC Sec 9167, 9317, 9504, 9600-9601</p>	<p>REBUTTAL ARGUMENTS DUE - File with the County Elections Official. LAST DAY for proponent(s) to change or withdraw Rebuttal Arguments.</p>
<p>August 21 – August 30, 2010 (E-73-64) EC Sec 9190, 9380, 9509</p>	<p>PUBLIC EXAMINATION PERIOD - For Rebuttals Only.</p>
<p>October 4, 2010 (E-29) EC Sec 3001</p>	<p>VOTE BY MAIL BALLOTS PERIOD BEGINS</p>
<p>October 18, 2010 (E-15) EC Sec 2107</p>	<p>CLOSE OF REGISTRATION</p>

* denotes a date that falls on a county holiday or weekend. Deadline extends until the next business day

HARBOR COMMISSIONERS

District	# of Terms	Incumbents	Term Begins	Term Ends
Port San Luis Harbor District	2 Full Terms	Drew Lindsey Brandy	12/3/10	12/7/14
		Brian C Kreowski		

SPECIAL DISTRICT DIRECTORS

District	# of Terms	Incumbents	Term Begins	Term Ends
Avila Beach Community Services District	3 Full Terms	Peter Kelley	12/3/10	12/7/14
		Terrence D Brown		
		Richard Keith Rowe		
Cambria Community Services District	2 Full Terms	Peter Chaldecott	12/3/10	12/7/14
		Gregory W Sanders		
Creston Hills Ranch Community Services District	3 Full Terms	Hans Mumper	12/3/10	12/7/14
		Noah H Small		
		Paul L Wolfe		
Ground Squirrel Hollow Community Services District	2 Full Terms	Pamela L Fulmer	12/3/10	12/7/14
		Catherine Turner		
Heritage Ranch Community Services District	3 Full Terms	Don Clarke	12/3/10	12/7/14
		Ralph B Allison		
		Marilyn Breland		
Independence Ranch Community Services District	2 Full Terms	Mark Kenyon	12/3/10	12/7/14
		Donald Duke		
	3 Short Terms	Carol Noe	12/3/10	12/7/12
		George Tracy		
Los Osos Community Services District	3 Full Terms	Joseph B Sparks	12/3/10	12/7/14
		Chuck Cesena		
		Steve Senet		
Nipomo Community Services District	3 Full Terms	Lawrence G Vierheilig	12/3/10	12/7/14
		James David Harrison		
		William John Nelson		
Oceano Community Services District	2 Full Terms	Lori Jean Angello	12/3/10	12/7/14
		Pamela G Dean		
San Miguel Community Services District	2 Full Terms	Connie L Jarvis	12/3/10	12/7/14
		Gilbert C Buckman		
San Simeon Community Services District	2 Full Terms	Dolores Ann Ricci	12/3/10	12/7/14
		Terry L Lambeth		
Squire Canyon Community Services District	2 Full Terms	Michael Enrico Nunno	12/3/10	12/7/14
		Steve Budke		
	2 Short Terms	Carol Lyn Capito	12/3/10	12/7/12
		Thomas J Murphy		
Templeton Community Services District	2 Full Terms	John Gannon	12/3/10	12/7/14
		David L Brooks		

Cayucos Fire Protection District	1 Full Term	Bill Shea	12/3/10	12/7/14
	2 Short Terms	Robert Joseph Du Fosee	12/3/10	12/7/12
		Christopher Harwood Pope		
Cambria Community Healthcare District	3 Full Terms	John Murray Headding	12/3/10	12/7/14
		Runo Lemming		
		Frank S Fratto		
Cayucos Sanitary District	3 Full Terms	Shirley A Lyon	12/3/10	12/7/14
		Richard H Mc Hale		
		Michael Robert Foster		

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.J.**

FROM: Tammy Rudock, General Manager
Kathy Choate, District Clerk

Meeting Date: May 27, 2010

Subject: Cast Ballot for Director Muril Clift
as LAFCO Special District Member

RECOMMENDATION:

Cast ballot voting for CCSD Director Muril Clift as LAFCO (The Local Agency Formation Commission) Alternate Special District Member

FISCAL IMPACT:

None

DISCUSSION:

Two individuals have been nominated to fill the Alternate Special District Member vacancy on the San Luis Obispo Local Agency Formation Commission (LAFCO). The Alternate Special District Member term expires in December 2014. The nominees are as follows:

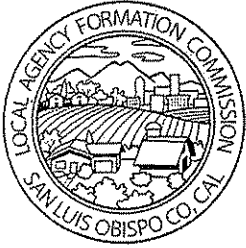
- Ø Brian Kreowski, Port San Luis Harbor District
- Ø Muril Clift, Cambria Community Services District

The nomination period expired on April 30, 2010. The CCSD Board nominated Vice President Clift, as an Alternate Special District Member to LAFCO, at its April 22, 2010 meeting. Each independent special district may vote for one nominee. The completed ballot is to be returned to the LAFCO office **no later than June 28, 2010**. A copy of the ballot is attached with information about each candidate who submitted their information to LAFCO.

Attachment: May 13, 2010 LAFCO Ballot for LAFCO Alternate Special District Member

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

COMMISSIONERS

DUANE PICANCO
Chair, City Member

RICHARD ROBERTS
Vice Chair,
Public Member

KATCHO ACHADJIAN
County Member

DAVID BROOKS
Special District
Member

ED EBY
Special District
Member

BRUCE GIBSON
County Member

ALLEN SETTLE
City Member

ALTERNATES

TOM MURRAY
Public Member

JAMES R. PATTERSON
County Member

KRIS VARDAS
City Member


VACANT
Special District
Member

STAFF

DAVID CHURCH
Executive Officer

RAYMOND A. BIERING
Legal Counsel

DONNA J. BLOYD
Commission Clerk

TO: EACH INDEPENDENT SPECIAL DISTRICT
FROM: DAVID CHURCH, EXECUTIVE OFFICER 
DATE: MAY 13, 2010
RE: BALLOT FOR LAFCO ALTERNATE SPECIAL DISTRICT MEMBER

Two individuals have been nominated to fill the Alternate Special District Member vacancy on the San Luis Obispo Local Agency Formation Commission (LAFCO). The Alternate Special District Member term expires in December 2014. The nominees are as follows:

- Brian Kreowski, Port San Luis Harbor District
- Muril Clift, Cambria Community Services District

The nomination period expired on April 30, 2010. The Government Code states that "at the end of the nomination period, the Executive Officer shall prepare and deliver, or send by certified mail, to each independent special district one ballot and voting instructions." The ballot is attached along with a one page information sheet about each candidate, if it was submitted to LAFCO. Each Independent Special District may vote for one nominee.

Please schedule this matter for a vote at your Board of Directors meeting as soon as possible. The completed ballot should be returned to the LAFCO office **no later than June 18, 2010**. A self-address stamped envelope and current Commission Membership Sheet are also enclosed.

Please let me know if you have any questions.

cc: Members, Formation Commission

BALLOT FOR LAFCO SPECIAL DISTRICT MEMBER

Please check only one:

Brian Kreowski

Muril Clift

From the _____
(Please insert name of Special District)

Board of Director's action was taken on:

(Please insert date of Board action)

**SAN LUIS OBISPO
LOCAL AGENCY FORMATION COMMISSION**

The Commission is comprised of seven (7) Regular Members (two county, two city, two special district, and one public member) and four (4) Alternate Members (one county, one city, one special district, and one public member) serving four-year terms. Current members and their term expiration dates are as follows:

Chairman

Duane Picanco

City Member, City of Paso Robles
December 2011

Vice Chairman

Richard Roberts

Public Member, December 2012

K.H. "Katcho" Achadjian

County Board Member, District 4 Supervisor
December 2013

David L. Brooks

Special District Member, Templeton Community Services District
December 2012

Bruce Gibson

County Board Member, District 2 Supervisor
December 2011

Allen Settle

City Member, City of San Luis Obispo
December 2009

Ed Eby

Special District Member, Nipomo Community Services District
December 2010

Alternates

Vacant

Special District Member, December 2014

Tom Murray

Public Member, December 2012

James R. Patterson

County Member, December 2013

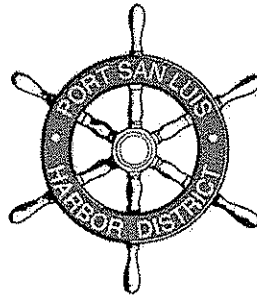
Kris Vardas

City Member, City of Pismo Beach, December 2010

BOARD OF COMMISSIONERS

CAROLYN MOFFATT
JIM BLECHA
JACK SCARBROUGH
BRAIN KREOWSKI
DREW BRANDY

President
Vice President
Secretary
Commissioner
Commissioner



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(805) 595-5400 · Fax 595-5404
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STEPHEN A. McGRATH *Harbor Manager*
THOMAS D. GREEN *Legal Counsel*
PHILLIP J. SEXTON, CPA *Treasurer*

Commissioner Brian Kreowski, known to his family and friends by his middle name "Craig", is a graduate of Arroyo Grande High School and his family has resided in San Luis Obispo County for more than 30 years. In the 80's, while attending Cuesta College and Cal Poly, Commissioner Kreowski worked at Port San Luis as a Sport Launch Operator and Maintenance Worker for the District.

Brian is one of the founding members of the Central Coast Aquarium Society, and helped facilitate the establishment and continuation of a mobile, interactive sea life educational program *Tidepool Treasures*, which has served in educating countless children and adults about our Ocean environments. He has participated in fostering many collaborative activities and programs with other marine organizations and was instrumental in facilitating the initial discussions for the Cal Poly take over of the Unocal Pier at Port San Luis.

In 1996, Brian was appointed to the Dinosaur Caves Task Force for the City of Pismo Beach. He served for over one year as vice-chairperson and was instrumental in the formulation of the Task Force recommendation to establish the property as an "open space" park.

Following the dissolution of the Task Force, Brian, and three other members created the Dinosaur Caves Preservation Society (DCPS), a non-profit 501(c)(3) organization, dedicated to preserving the Dinosaur Caves Property. He continues to serve as vice president of the society. Together with the City of Pismo Beach, the society has raised close to \$900,000 to develop the park.

In addition to practicing law, Commissioner Kreowski has taught at Cuesta College for the past 15 years and was the first part-time professor to receive the prestigious M'may Diffley Teaching award.

In 2003, Brian was appointed as a Commissioner to the Port San Luis Harbor Commission, by his fellow Commissioners, and then subsequently affirmed in his position as a Commissioner by an election of the people of the District. Since becoming a Commissioner, Brian has traveled to Washington, DC to represent the District and assist in the lobbying effort to acquire Federal Funding for the District's breakwater, which suffered earthquake damage in 2003. In 2008, Brian became President of the San Luis Obispo County Historical Society, and currently serves in that capacity, as well as a Commissioner for the Port San Luis Harbor District, Professor of Political Science at Cuesta College and managing member of the Shell Beach Law Group.

You will have the opportunity within the next thirty days to elect a Special Districts' LAFCO representative.

I would consider it a privilege to be that representative. Please review my qualifications and feel free to contact me if you need further information.

I thank you for your vote.

Why elect **MURIL CLIFT** to represent your District on LAFCO?

EXPERIENCE:

- Currently Vice President Cambria Community Services District
- Currently Director Special District Risk Management Authority
- Currently District 2 Representative to Citizens Transportation Advisory Committee of SLOCOG
- Prior Director of Santa Maria Public Airport District
- Prior Trustee of Kern County Union High School District

BELIEFS & COMMITMENT:

- Believes the Community Service District is the most representative form of providing services
- Believes the Community Service Districts needs strong representation in LAFCO decisions
- Willing to commit the time and energy needed to represent your interests
- Available to hear your concerns and comments

Email: mncraft@charter.net

Phone: 805-927-7124

Mail: 1011 Suffolk St., Cambria 93428

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.K.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: Consider Adoption of Resolution
27-2010 Revising Utilities Department
Reorganization for Succession Planning

RECOMMENDATIONS:

Adopt Resolution 27-2010 revising Utilities Department reorganization for succession planning.

FISCAL IMPACT:

Approximately \$20,000 in cost savings would be realized over the previously approved Utilities Department restructuring (on April 22, 2010 per Resolution 17-2010). In fact, the Utilities Manager is included in the DRAFT FY 2010/2011 CCSD Operating Budget being introduced today.

DISCUSSION:

Last month, the Board supported an exception from the hiring freeze and restructuring of the Utilities Department for succession planning. It included recruiting for an Assistant Utilities System Supervisor and two Operators—one in Water and one in Wastewater. The Board’s approval was conditioned upon contract concessions being made by SEIU Local 620, which subsequently were rejected by SEIU members. Therefore, the CCSD promptly recruited for the Assistant Utilities System Supervisor and received only two (2) applications by the deadline (May 20th) and one application after the deadline. One of the applicants did not meet the required minimum qualifications. This position would be of little value given the operator positions wouldn’t be filled. The candidate would end up dividing their time between Wastewater and Water operations, with minimal opportunity for “hands on” management experience.

Moreover, since that time, another option was developed, which meets similar objectives of reducing personnel costs (by eliminating the mid-management positions reflected by the Water System Supervisor and Wastewater System Supervisor) and succession planning for upcoming leadership retirements.

Staff proposes to revise the reorganization of the Utilities Department as follows:

- § The Water System Supervisor and Wastewater System Supervisor will each assume operator duties and rotate into the standby operator call schedule for their respective utility service, thereby eliminating the need to recruit for two (2) operators. Upon

retirement of these supervising operators, these positions will be eliminated and shall revert to operator positions.

- § Recruit for a Utilities Manager per the attached position description. Their primary focus shall be as a working manager in Wastewater operations. After successful demonstration of responsibilities in Wastewater operations, it is expected they would transition into Water operations management. Upon further progress, they would assume combined duties as Assistant General Manager/Utilities Manager. The leadership track goal is succession planning for the General Manager position by June 30, 2012.

The attached Utilities Organization chart reflects these revisions.

The Utilities Manager position is management-exempt and upon ratification today by the Board of the MCE (Management Confidential Employees) Side Letter No. 2 will be subject to paying 100% of the designated Employee share of the PERS retirement contribution at their hire date.

Attachment: Resolution 27-2010
 Position Description for Utilities Manager
 Revised Utilities Organization Chart

BOARD ACTION: Date _____ Approved: _____ Denied: _____
UNANIMOUS: __SANDERS__ CLIFT __ CHALDECOTT __ DE MICCO __ MACKINNON__



RESOLUTION 27-2010

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
REVISING UTILITIES DEPARTMENT REORGANIZATION
FOR SUCCESSION PLANNING

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approves the revised Utilities Department reorganization for succession planning to include the recruitment for a Utilities Manager, while the Water System Supervisor and Wastewater System Supervisor assume operator duties, including standby, until their respective retirements; and
2. Upon the respective retirements of the Water System Supervisor and Wastewater System Supervisor, these positions shall be eliminated from the Utilities Department and reverted to Operator positions; and
3. Grants an exception from the hiring freeze imposed by Resolution 13-2009 to recruit for a Utilities Manager.

PASSED AND ADOPTED THIS 27th day of May 2010.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
UTILITIES MANAGER

DEFINITION:

Under general direction of the General Manager, the Utilities Manager shall perform highly responsible and professional work in managing, planning, organizing, developing, directing and reviewing programs related to CCSD water supply, production, treatment, storage, control, distribution, conservation, metering and customer service programs; wastewater collection, treatment, and reclamation programs; solid waste and recycling program and franchise management; and utilities administration; facilities and resources operations; exercise supervision over professional, technical and administrative staff as assigned.

This is a management exempt position.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Exercises supervision of the Water and Wastewater systems as follows:

- § Plans, organizes and directs utility programs which include; water supply, production, treatment, storage, conservation, distribution, and customer service operations; wastewater collection, treatment, and reclamation operations, solid waste and recycling services, planning and franchise administration.
- § Plans, organizes and directs facilities and resources programs, including coordination of the management of properties and open space owned by the CCSD, and grant procurement and administration.
- § Plans and recommends improvements to the water and wastewater system facilities; participates in the development of standards and specifications for recommended improvements.
- § Plans and participates in the development of water supply procurement projects, regional water management planning and supply, solid waste and recycling programs and services, wastewater service programs.
- § Ensures that the CCSD is in compliance with water rights permit requirements, water supply treatment and distribution requirements, wastewater discharge permit requirements established by regional, state and federal regulatory agencies, interprets policies and procedures established by regulatory agencies, interprets laws relative to water rights and regulatory compliance requirements associated with utilities program activities.

- § Monitors, evaluates and provides input to regulatory agencies and legislative bodies relative to the development of new regulations affecting the utilities industry.
- § Monitors and manages outside service, construction and consulting contracts and represents the CCSD in contract negotiations as necessary. Evaluates contract requirements and compliance of contractors.
- § Participates in the preparation of the CCSD's budget and financial planning as it relates to utilities operating and capital improvement programs.
- § Reviews Water and Sewer Fund revenue and expenditures and recommends appropriate adjustment to rates and fees based on established CCSD policies.
- § Reviews solid waste rate requests submitted by the CCSD's solid and recycling franchisee and recommends appropriate adjustments to rates based on established CCSD policy and program goals and services.
- § Supervises and participates in the preparation of monthly and annual reports for the Department to the CCSD Board of Directors and various regulatory agencies.
- § Receives, investigates, and resolves difficult and complex complaints and requests within the framework of accepted CCSD policy and procedures.
- § Coordinates the activities of the Utilities Department with other CCSD departments, divisions, and outside agencies.
- § Represents the CCSD in work with other agencies and organization in participating in regional program development and interagency agreements.

KNOWLEDGE/SKILLS/ABILITIES:

KNOWLEDGE OF: Solid waste programs and franchise management; general principles and procedures involved in utility rate analysis and financing; principles, practices, methods, and procedures of civil or sanitary engineering as they relate to municipal water and wastewater systems; laws, codes, and regulations applicable to municipal utility operations; occupational hazards and safety precautions necessary in the work; organization, administration, budget, and personnel management.

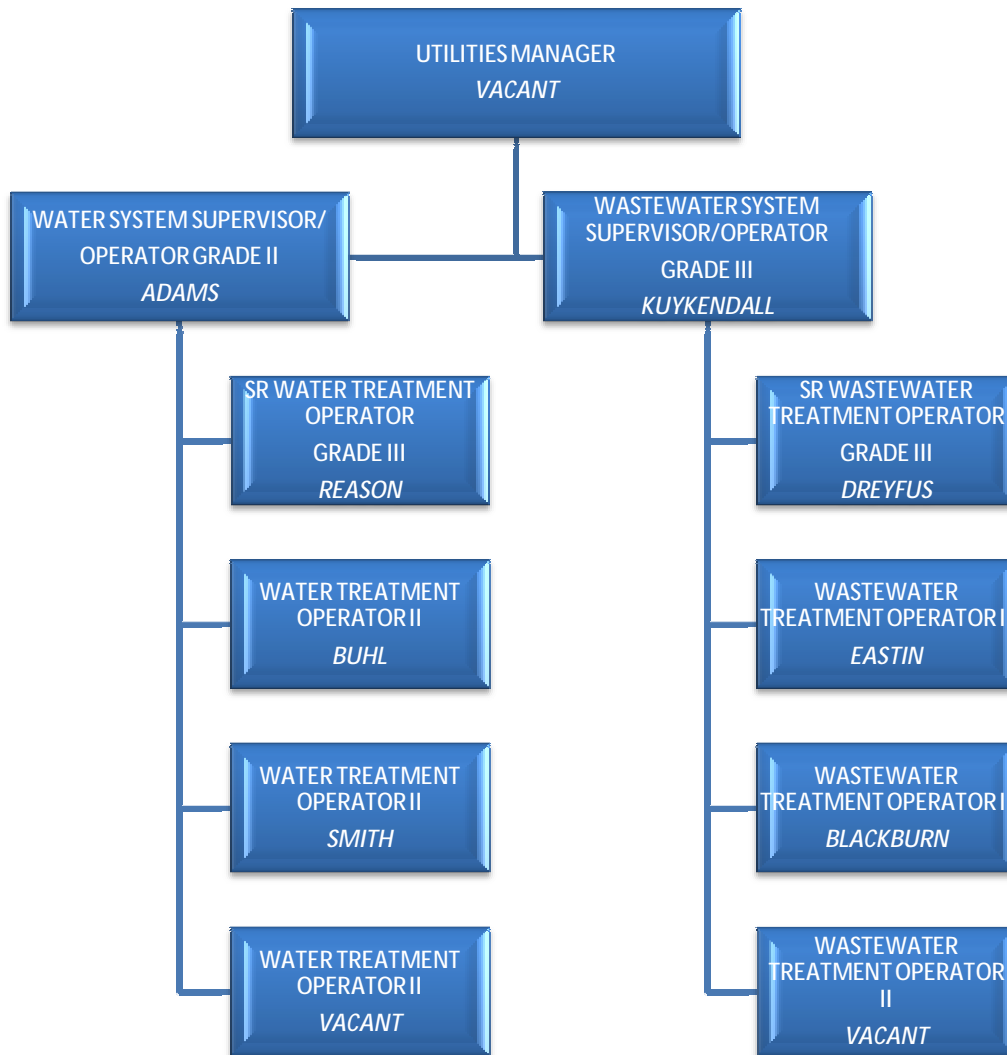
ABILITY TO: Establish and implement goals; objectives, procedures, and priorities; administer the multiple work functions of the utilities operations organization; prepare and present statistical and descriptive reports; plan and schedule the various activities to which assigned; identify utility system needs and develop a cost-effective plan to meet needs identified; monitor contractual performance and oversee intergovernmental agreements; select, supervise, train, and evaluate subordinate professional and technical staff; develop and monitor complex capital and operating budgets; assess expenditure needs and determine revenue requirements to meet them.

REQUIRED QUALIFICATION:

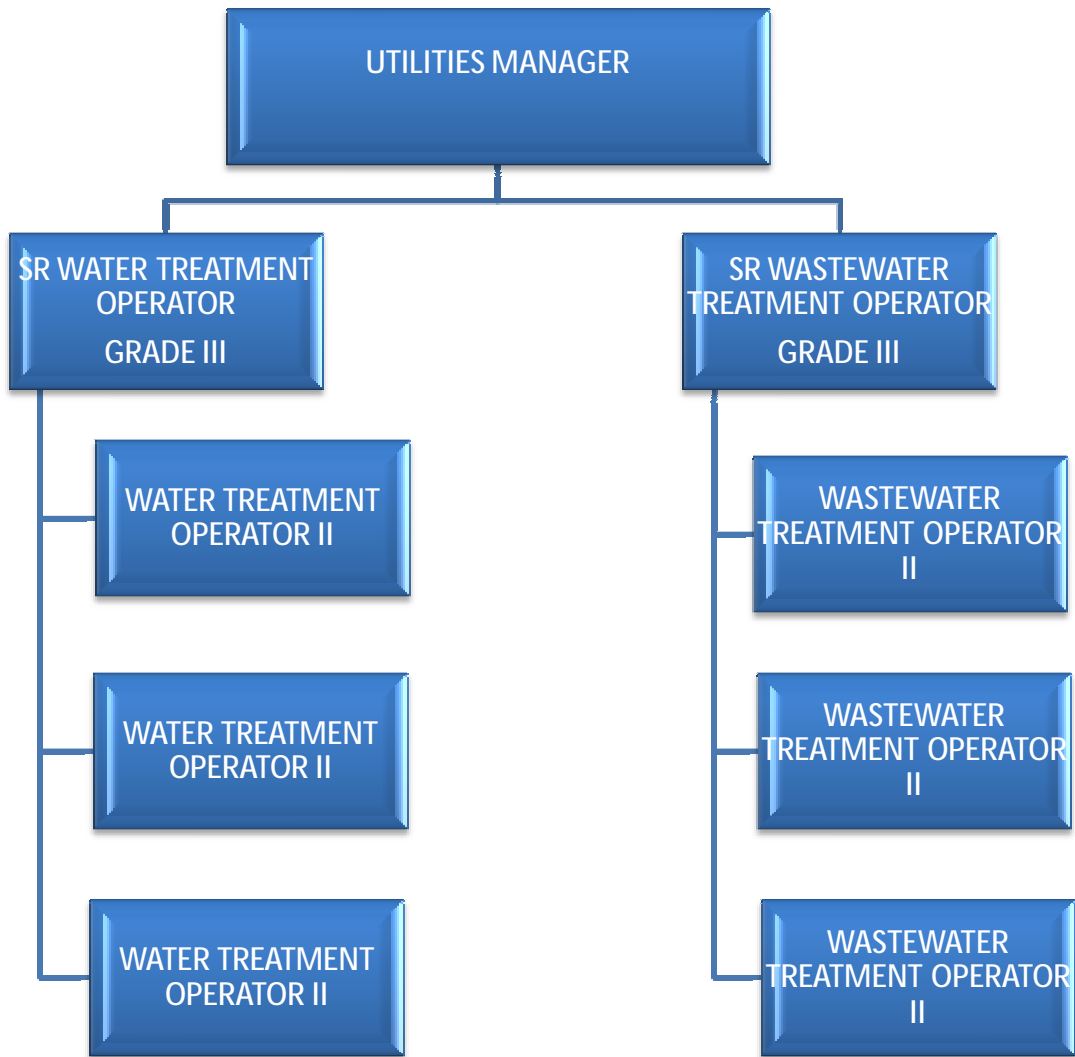
EXPERIENCE: Five (5) years of increasingly responsible experience in utilities systems operations and administration, including at least three years of supervisor experience.

EDUCATION: Bachelor's degree from an accredited college or university with major course work in civil engineering, sanitary engineering, environmental studies, public administration, or related field. Master's degree is preferred.

- LICENSES:**
1. A valid California Class "C" driver's license; must maintain satisfactory DMV record and ability to maintain insurability.
 2. Within twelve (12) months from the hire date, a Grade III Wastewater Treatment plant Operator's Certification issued by the California State Water Resources Control Board, or approved equivalent.
 3. Within twenty-four () months from the hire date, a Grade III Water Treatment Operator's license from the State of California Department of Health Services.



REVISED CCSD UTILITIES



FUTURE CCSD UTILITIES

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors
FROM: Tammy Rudock, General Manager
Alleyne LaBossiere, Finance Manager

AGENDA NO. **8.A.**

Meeting Date: May 27, 2010

Subject: Consider Adoption of Resolution 20-2010 Confirming the Itemized Report of Water and Wastewater Standby or Availability Charges

Recommendation:

1. Receive itemized report of Water and Wastewater Standby or Availability charges.
2. Open public hearing.
3. Take public testimony.
4. Close public hearing.
5. Discussion.
6. Adopt Resolution 20-2010 confirming the itemized report (Exhibit "A" to the Resolution) describing each parcel and the amount of Water and Wastewater Standby and/or Availability charges to be assessed against each parcel.

Fiscal Impact:

<u>Standby/Availability Charge</u>	<u>Estimate Revenue</u>
Water	\$170,000
Wastewater	\$110,000

Discussion:

Attached is Resolution 20-2010 for review and adoption after the public hearing is held. The Board previously adopted Resolution 16-2010, which established the standby and availability annual charges at \$45 for water and \$30 for wastewater for properties of one (1) acre or less with higher fees for properties over one (1) acre as described in the attached Financial Report. The specific fee schedule is shown on page 1 of the attached Financial Report.

The itemized report of water and wastewater standby or availability charges by parcel has been available for review at the CCSD office and is available today at this hearing.

Attachments: Financial Report
Resolution 20-2010

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS___ CLIFT ___ CHALDECOTT___ DE MICCO___ MACKINNON___

Water and Wastewater Standby or Availability Charges

Financial Report

Legislative Background

State Government Code § 61124 allows the Cambria Community Services (CCSD) to annually levy a maximum of \$45 water standby or availability charges per acre of land within the CCSD, and a maximum of \$30 wastewater standby or availability charges per acre within the CCSD. The CCSD has determined that the following fee schedule is consistent with the legal standard that the fee not be discriminatory or excessive and does not exceed the reasonable cost of the proportional benefit received by each parcel from the improvements funded by the fees:

Water Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$45.00
- b. For all un-subdivided land of more than one (1) acre: \$45.00 plus \$1.35 per acre over one acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres, \$45.00 per acre.
 - (2) For all such land over the first ten (10) acres, \$1.35 per acre.

Wastewater Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$30.00
- b. For all un-subdivided land of more than one (1) acre: \$30.00 plus \$.90 per acre over one (1) acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$30.00 per acre.
 - (2) For all such land over the first ten (10) acres: \$.90 per acre.

These charges do not exceed what the CCSD was charging in November 1996. Therefore, the imposition of the fees is exempt from the requirements of Proposition 218.

Estimated revenues from these sources during the CCSD's Fiscal Year 2010/11 are as follows:

Ø Water	\$ 170,000
Ø Wastewater	\$ 110,000

The revenue projections are based on charging all improved property owners within the CCSD and unimproved property owners whose projects have received "Intent to Serve" letters, open connection permits and grandfather meters or open commitments.

CCSD Policy Summary

In 1987 Government Code §61765.12 did not restrict the use of the standby/availability charges, but Proposition 218 indicates they must be used for “the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.” (California Constitution, Article XIII D, § 4.) In 1990, the Board established a policy whereby the standby and availability charges help fund the CCSD’s Capital Improvement Program. Simultaneously, water and wastewater user fees, interest income, and certain miscellaneous revenues were to be used to cover operating expenses associated within the Utilities Department (Water and Wastewater).

Beginning in Fiscal Year 1993/94 the CCSD established a policy to transfer any operating funds in excess of operating expenditures to the Capital Improvement Fund. The policy covered a number of issues, and they include:

- Ø Provide a substitute revenue source due to the loss of property taxes and State augmentation funds;
- Ø Provide a revenue source paid by current customers to make up their share of Capital Project Cost which benefit them; and
- Ø Allowed for the transition of project costs subject to long term financing to be integrated back into the operating budget (once a financed capital project is completed and annual payments are charged to the operating budget).

Continuation of this policy means a part of the revenue stream for capital projects remains intact.

CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program identifies infrastructure improvements and projects. As indicated in the Background Section, standby and availability charges and connection revenue are revenue sources for the Program. Debt, grants, and standby/availability charges are the major funding sources for infrastructure projects.

FY 2008/2009 Actual and FY 2009/2010 Estimated Revenues & Expenditures

A summary follows of 2008/09 actual and 2009/10 projected Water and Wastewater revenues and expenditures for Capital Improvement Projects.

As indicated, standby or availability revenue is needed to finance the Capital Improvement Program budget, particularly since connection fee revenue declined sharply since the implementation of the Water Code 350 Water Moratorium in 2001 and has been virtually non-existent in the most recent years.

Eliminating the standby and availability charges would eliminate a source of funding for infrastructure projects.

Fiscal Year 2008/09 Capital Revenue and Expenditures were as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$ 175,885	\$ 114,233
Transfer from General Fund	80,020	-0-
Connection Fee Revenue	<u>5,500</u>	<u>2,926</u>
Total Capital Revenue	<u>\$ 261,405</u>	<u>\$ 117,159</u>
Purchase of Capital Assets	\$ 261,405	\$ 89,608
Transfer to Capital Reserves	<u>-0-</u>	<u>27,551</u>
Total Capital Expenditures	<u>\$ 261,405</u>	<u>\$ 117,159</u>

In Fiscal Year 2008/09 expenditures of \$261,405 were incurred for Water Capital Assets. The expenditures for Wastewater Capital Assets were \$89,608, and \$27,551 was placed in Wastewater Capital Reserves.

Fiscal Year 2009/10 Estimated Capital Revenue and Expenditures are as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$ 175,000	\$ 114,000
Transfer from General Fund	205,000	-0-
Transfer from Capital Reserves	-0-	26,215
Connection Fee Revenue	<u>-0-</u>	<u>2,245</u>
Total Capital Revenue	<u>\$ 380,000</u>	<u>\$ 142,460</u>
Purchase of Capital Assets	\$ 380,000	\$ 15,060
Transfer to Capital Reserves	<u>-0-</u>	<u>127,400</u>
Total Capital Expenditures	<u>\$ 380,000</u>	<u>\$ 142,460</u>

The CCSD has identified a number of priority Water and Wastewater Capital Projects, including:

- Ø Rodeo Grounds Pump Station Relocation
- Ø Stuart Street Tank Replacement
- Ø Desalination
- Ø Pine Knolls Connection Pipeline
- Ø Sanitary Sewer Management Plan

- Ø WWTP/Collection System Safety Improvements
- Ø Moonstone Beach Drive Bridge Utilities
- Ø Alarm System Upgrades (SCADA)

The proposed project list underscores the importance of having the maximum standby and availability charges in place. Failure to do further restricts an already slim revenue stream and may result in the inability of the CCSD to support current and future debt service associated with capital projects and/or limits the CCSD's ability to obtain long term financing of its projects.

Failure to adopt Resolution 16-2010 will result in an estimated reduction of \$170,000 in Water Enterprise revenues and \$110,000 in Wastewater Enterprise revenues for Fiscal Year 2010/2011.



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 20-2010

RESOLUTION CONFIRMING ITEMIZED REPORT OF WATER AND WASTEWATER STANDBY OR AVAILABILITY CHARGES

WHEREAS, by Resolution No. 16-2010 the Board of Directors of the Cambria Community Services District fixed the Water and Wastewater Standby or Availability Charges for all parcels within the CCSD, with the exclusion of those unimproved properties that have not been issued an "Intent to Serve" letter, or connection permits, for Fiscal Year 2010/2011; and

WHEREAS, District Counsel has provided a legal opinion that the standby and availability charges as set by this resolution are validly imposed in compliance with the provisions of Proposition 218; and

WHEREAS, based on District Counsel's opinion, the Board finds that the standby and availability charges set herein do not conflict with Proposition 218; and

WHEREAS, the General Manager has filed with the District Clerk a report describing each parcel and the amount of Water and Wastewater Standby or Availability Charge to be assessed against each parcel for the Fiscal Year 2010-2011, which report is designated as Exhibit "A" and is incorporated herein by reference as though here fully set forth;

WHEREAS, at 12:30 PM, on April 22, 2010 and 12:30 PM on May 27, 2010, at the Veterans Memorial Building, 1000 Main Street, Cambria, California, the time and place set forth in the notices of public hearing concerning the placing of annual water and wastewater standby or availability charges on the tax rolls, any person interested, including all persons owning property within the District, were given the opportunity to appear and be heard concerning this matter.

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

1. The recitals set forth hereinabove are true, correct and valid.
2. Said itemized report, Exhibit "A", copies of which are on file in the office of the Cambria Community Services District and are available there for public inspection, be and is hereby ordered confirmed in the form set forth in said Exhibit "A".

3. The CCSD General Manager, or their designee, shall transmit a copy of this Resolution to the County Auditor.

4. The County Auditor and the County Tax Collector be and hereby are authorized and directed to do all acts necessary and proper to place on the 2010/2011 tax rolls the respective assessments set forth in said confirmed itemized report Exhibit "A" and to collect these Water and Wastewater Standby or Availability Charges on the property tax bill, plus such administrative charges allowed by law.

5. As a result of the confirmation of said itemized report, Exhibit "A", the amounts of the Water and Wastewater Standby or Availability Charges set forth in said itemized report are thereby made special assessments and shall become liens against the respective parcels of real property in the Cambria Community Services District.

6. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted at a Regular Meeting of the Board of Directors of the Cambria Community Services District held on May 27, 2010.

By unanimous vote on the motion of Director _____, seconded by Director _____, Resolution No. 20-2010 is adopted at the Regular Meeting of the Board of Directors this 27th day of May 2010.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010 Subject: Consider Introduction of Ordinance 01-2010 Adding Provisions to the CCSD Municipal Code Establishing the Board's Policy that Employees Pay 100% of the Employee's Designated Share of the PERS Retirement Contribution

RECOMMENDATIONS:

Introduce Ordinance 01-2010 adding provisions to the CCSD Municipal Code establishing the Board's policy that employees pay 100% of the Employee's designated share of the PERS retirement contribution.

FISCAL IMPACT

None. Ultimately, with new hires, this reduces the CCSD's obligation to pay the designated Employee portion of PERS retirement. Presently, the Employee portion is 8% for Miscellaneous Employees and 9% for Public Safety Employees.

DISCUSSION:

The CCSD has provided the benefit of paying the entire CCSD employee's member contribution to the Public Employee's Retirement System (PERS), also referred to as EPMC (Employer Paid Member Contributions).

The CCSD recently concluded negotiations with the Cambria Firefighters/IAFF Local 4635 and as a result of those negotiations it was agreed that effective March 26, 2010 all new hire IAFF employees of the CCSD shall pay 100% of the employee designated share of the PERS retirement.

Moreover, in recent contract concessions the Management and Confidential Employees (MCE) agreed that effective upon the ratification date of MCE Side Letter No. 2 by the CCSD Board of Directors, all new hire MCE employees of the CCSD will pay 100% of the employee designated share of PERS retirement contribution.

Accordingly, it is appropriate to add a provision to the CCSD Municipal Code providing it shall be policy of the Board that as Memorandums of Understanding currently in effect that provide for EPMC expire, this benefit shall no longer be provided by the CCSD. This proposed Municipal Code provision will make it clear that this benefit is not considered to be negotiable and is to be eliminated as soon as practicable.

Ordinance 01-2010 is attached for review. If introduced, the Board will consider adoption of this Ordinance at its next regular meeting on June 24th. If adopted, the Ordinance will take effect 30 days after adoption.

Attachment: Ordinance 01-2010

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON___

ORDINANCE 01-2010

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT ADDING
PROVISIONS TO THE MUNICIPAL CODE ESTABLISHING THE POLICY
THAT EMPLOYEES PAY 100% OF THE EMPLOYEE'S DESIGNATED SHARE
OF THE PERS RETIREMENT CONTRIBUTION**

WHEREAS, in the past the Cambria Community Services District ("CCSD") has provided the benefit of paying the entire CCSD employee's member contribution to the Public Employee's Retirement System (PERS), also referred to as EPMC ("Employer Paid Member Contributions"); and

WHEREAS, the CCSD has recently concluded negotiations with the Cambria Firefighters/IAFF Local 4635 and as a result of those negotiations it was agreed that effective March 26, 2010 all new hire IAFF employees of the CCSD will pay 100% of the Employee designated share of the PERS retirement contribution; and

WHEREAS, the Management and Confidential Employees (MCE) have agreed that effective upon the ratification date of MCE Side Letter No. 2 by the CCSD Board of Directors, all new hire MCE employees of the CCSD will pay 100% of the Employee designated share of PERS retirement contribution; and

WHEREAS, it is appropriate to add a provision to the CCSD Municipal Code providing it shall be policy of the Board that as Memorandums of Understanding currently in effect that provide for EPMC expire, this benefit shall no longer be provided by the CCSD. The proposed Municipal Code provision will make it clear that this benefit is not considered to be negotiable and is to be eliminated as soon as practicable.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Cambria Community Services District as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Section 2.08.150 is hereby added to Chapter 2.08 of Title 2 of the Municipal Code, to read as follows:

"2.08.150 Employee Member Contributions to PERS

It is hereby declared to be the policy of the Board of Directors of the Cambria Community Services District that all employees shall pay 100% of the Employee designated share of the contribution to the Public Employees Retirement System. To the extent that the benefit of Employer Paid Member Contributions currently exists pursuant to any Memorandum of Understanding (MOU) in effect on the effective date of this Section, such benefit is to be

eliminated in future MOUs, and the future provision of the Employer Paid Member Contributions is not considered to be a negotiable benefit by the CCSD. “

Section 3. Affect of Prior Ordinances and Resolutions. All ordinances, sections of ordinances and resolutions that are inconsistent with this Ordinance are hereby repealed. The repeal of ordinances and sections of ordinances herein shall not repeal the repealing clause of such ordinances or revive any ordinances which have been repealed thereby.

Section 4. Severance. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this ordinance. The CCSD Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 5. Effective Date. This Ordinance shall become in full force and effect thirty (30) days after its passage. Within fifteen (15) days after passage of this Ordinance, it shall be published once, together with the names of the Directors voting thereon, in a newspaper of general circulation within the CCSD. Additionally, this Ordinance shall be posted for one week in three (3) public places in the CCSD.

Introduced at a regular meeting of the CCSD Board of Directors on May 27, 2010, and passed and adopted by the Board of Directors of the Cambria Community Services District on the ____ day of _____, 2010, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gregory W. Sanders, President
Board of Directors

ATTEST:

APROVED AS TO FORM AND LEGAL EFFECT:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.B.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: Consider Resolution 21-2010
Authorizing First Amendment to
Franchise Agreement for Integrated
Solid Waste Management Services
between the CCSD and Waste
Connections, Inc. d/b/a Mission Country
Disposal

RECOMMENDATIONS:

Adopt Resolution 21-2010 authorizing First Amendment to Franchise Agreement for Integrated Solid Waste Management Service between the CCSD and Waste Connections, Inc. d/b/a Mission Country Disposal.

FISCAL IMPACT

Continued franchise fee revenue stream (\$68,000 per year). In its first letter to the CCSD (attached—undated), Mission Country stated that the longer term they have with its customers for recovery of advance expenditures (for an expansion project at Cold Canyon Landfill), the less impact it has on rate changes.

BACKGROUND:

On July 27, 2001 the CCSD and Mission Country Disposal, Inc. entered into a Franchise Agreement (attached) for the provision of collection, processing, diversion and disposal of solid waste, green waste and recyclable materials from properties subject to the jurisdiction of the CCSD for a term of ten (10) years set to expire on September 1, 2011. The agreement provided for three (3) one-year extensions by agreement of the parties.

The agreement was subsequently assigned to Waste Connections, Inc., which acquired all of the capital stock of Mission Country Disposal, Inc. (reference attached CCSD Resolution 19-2002) and provided that the CCSD Board may elect to renew the agreement at any time prior to the end of the term of the agreement.

DISCUSSION:

Mission Country Disposal requested that the term of the agreement be extended to provide for a fifteen (15) year term based upon the costs and financing related to the Cold Canyon Landfill expansion, and also the upgrading of its truck fleet to reduce emissions through the use of CNG powered garbage trucks.

According to Tom Martin, General Manager for Mission Country Disposal, in his letter (undated) attached, the Cold Canyon Landfill currently has 2 ½ years worth of capacity remaining, and the expansion project will provide 30 years of future disposal capacity and enhanced and improved recycling facilities, which will be of great benefit to the CCSD and its

citizens. Moreover, facilitating the financing of these improvements by providing a longer term for cost recovery will reduce the impact of such costs and improvements on rates and the related burden on ratepayers.

To date, Mission Country Disposal, Inc. has secured new 15-year agreements with other public entities, including:

- § City of Arroyo Grande
- § Avila Beach CSD
- § Cayucos Sanitary District
- § County of SLO
- § City of Grover Beach
- § Los Osos CSD
- § City of Morro Bay
- § Nipomo CSD
- § City of Pismo Beach

The City of San Luis Obispo and Oceano CSD are in the process of having the matter considered by their respective governing bodies.

The proposed First Amendment to Franchise Agreement was drafted by District Counsel and is attached for consideration.

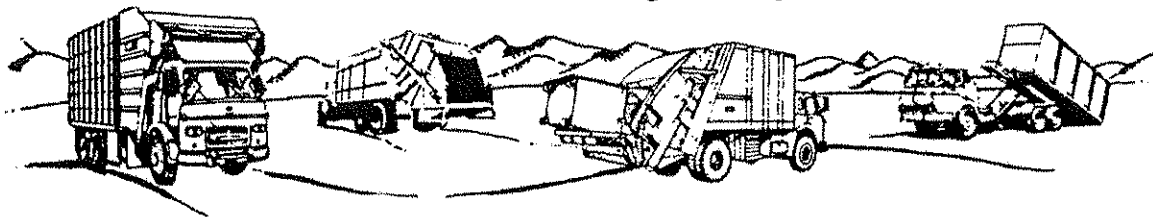
Tom Martin, General Manager, or a representative from Mission Country Disposal is present today for questions.

Attachments: 2010 February Mission Country correspondence (undated and 2/23/10)
2001 Franchise Agreement between the CCSD and Mission Country Disposal
Resolution 19-2002
First Amendment to Franchise Agreement
Resolution 21-2010

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON___

Mission Country Disposal



2925 McMillan Avenue • Suite 202 • San Luis Obispo, CA 93401
805-543-0875 • 805-995-0817 • 805-927-4995

Cambria CSD
Tammy Rudock
PO BOX 65
Cambria, CA 93428

February 23, 2010

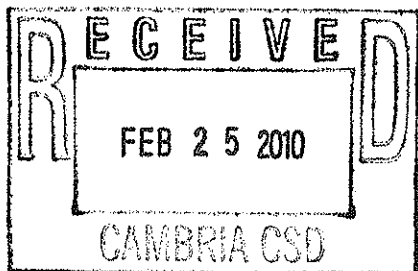
Dear Tammy,

This is an update to my previous letter requesting a 15 year extension of the garbage and recycling contract. Since my last communication, Mission Country has signed 15 year contracts with Los Osos CSD and the County of San Luis Obispo. Cold Canyon Landfill will be moving into the expansion EIR hearing in September, 2010. Our bank continues to request copies of contract extensions.

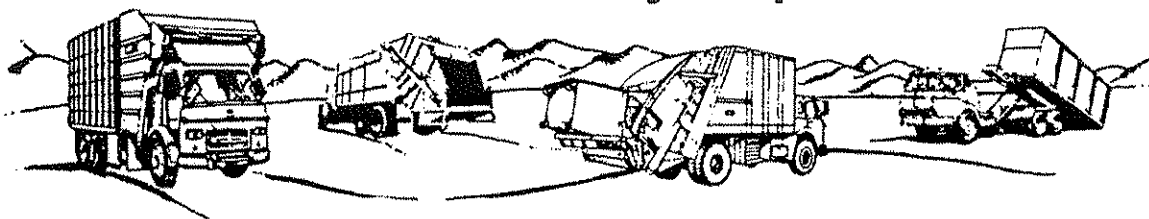
I'm available to meet with whomever the board wishes. I can provide you with copies of the other contracts we've signed. Let me know what you want me to do.

A handwritten signature in black ink, appearing to read "Tom Martin". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tom Martin, General Manager
543-2910
tomm@wcnx.org



Mission Country Disposal



**2925 McMillan Avenue • Suite 202 • San Luis Obispo, CA 93401
805-543-0875 • 805-995-0817 • 805-927-4995**

Cambria CSD
Tammy Rudock
PO BOX 65
Cambria, CA 93428

Dear Tammy,

The franchise agreement between Mission Country Disposal and Cambria CSD expires September 1, 2011. I'm broaching the subject a bit early because of two significant changes.

The first one is the Cold Canyon Landfill expansion. We are down to roughly two and half year's worth of capacity. The expansion project has been filed with the County of San Luis Obispo and the EIR is being prepared. The expansion will provide 30 years of future disposal capacity, an elevated C&D recycling line and an improved public recycling area. We are estimating it will require us to spend a minimum of \$9,000,000 plus county required mitigations. As before, Cold Canyon must borrow the funds and the Bank of America wants proof they will be paid back. They want to see long-term franchises from Cold Canyon's customers so the tonnage is committed.

The second change is the Air Pollution Control District's push to reduce emissions. In order to comply with the requirements we will need to upgrade our truck fleet substantially. Our upgrades should provide a large part of the reductions that APCD will set as the goal for Cambria. With the building of a natural gas fueling station at Cold Canyon Land Fill in 2008 we will begin replacing our trucks with CNG powered garbage trucks.

The biggest concern for a garbage company is recovering the cost of the various advance expenditures. The longer term we have for recovery, the less impact it has on rate changes. San Luis Garbage has a 15 year franchise agreement with the City of San Luis Obispo. Mission Country Disposal has a 15 year franchise agreement with the Cayucos Sanitary District. I would like to meet with you to discuss a 15 year franchise. That will help keep Cambria CSD's and Mission Country Disposal's costs to a minimum for the long term.

Tom Martin, General Manager

ORIGINAL

CAMBRIA COMMUNITY SERVICES DISTRICT

AND

MISSION COUNTRY DISPOSAL, INC.

**FRANCHISE AGREEMENT FOR INTEGRATED
SOLID WASTE MANAGEMENT SERVICES**

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**FRANCHISE AGREEMENT BETWEEN
THE CAMBRIA COMMUNITY SERVICES DISTRICT
AND MISSION COUNTRY DISPOSAL, INC.**

*For Collection, Processing, Diversion, and Disposal of Solid Waste, Green Waste
and Recyclable Materials From Properties Subject to the Jurisdiction of the
Cambria Community Services District*

This Agreement is made and entered into as of the 27th day of July, 2001 in the State of California by and between the Cambria Community Services District, a political subdivision of the State of California (hereinafter " District") and Mission Country Disposal, Inc., a California corporation (hereinafter " Franchisee").

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

1. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989, Division 30 of the California Public Resources Code, commencing with Section 40000 ("CIWMA"), declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions. The law, AB 939, requires a 50 percent reduction in the amount of waste which is landfilled; and

2. The District has authority to grant an exclusive franchise for collection, diversion, and disposal of solid waste, green waste and recyclable materials from the properties subject to the jurisdiction of the District; and

3. The Board of Directors of the District ("the Board") has determined that solid waste, green waste and recyclable materials, including discards from residential and non-residential properties, must be regulated to protect public health, safety and welfare; to conserve landfill disposal capacity; and to develop and maintain effective resource management programs; and

4. The Board has determined that all developed properties in the District must participate in the District's integrated waste collection and disposal service; and

5. The Board has determined that an exclusive franchise granted to a private company is the most effective and efficient way to collect and remove solid waste, green waste and recyclable materials within the District; and

6. The Board has determined that Franchisee can provide needed integrated solid waste management services; and

7. Franchisee is responsible for arranging for solid waste collection and disposal service, and arranging for an appropriate landfill destination for collected solid waste; and

8. This Agreement has been developed by and is satisfactory to the parties.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, it is hereby agreed by and between the District and Franchisee as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:

- 1.1 **"AB 939"** means the California Integrated Waste Management Act of 1989, as it may be amended from time to time.
- 1.2 **"Affiliate"** means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Franchisee by virtue of a common ownership interest or common management shall be deemed to be "Affiliated with" Franchisee and included within the term "Affiliate" as used herein. An Affiliate shall include a business in which Franchisee owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Franchisee and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Franchisee. For purposes of determining whether an indirect ownership exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof, and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this section and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.
- 1.3 **"Agreement"** means this Agreement between the District and Franchisee for arranging for the collection, diversion, and disposal of solid waste, green waste and recyclable materials, and any future amendments hereto.
- 1.4 **"Arranger"** means any person that arranges for the collection, diversion, transfer, burning, disposal or processing of any solid waste, green waste and/or recyclable materials.

- 1.5 **"Bulky Waste"** means discarded, large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles.
- 1.6 **"CERCLA"** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C Section 9601, et seq.
- 1.7 **"District"** means the Cambria Community Services District, a subdivision of the State of California, and all the territory lying within the jurisdictional boundaries of the District as presently existing or as such boundaries may be modified during the term of this Agreement.
- 1.8 **"Collect" or "Collection"** means to take physical possession of, transport, and remove solid waste, green waste and/or recyclable materials within and from the District.
- 1.9 **"Commercial and Industrial Property"** means property upon which business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon residential properties which are permitted under applicable zoning regulations and are not the primary use of the property.
- 1.10 **"Construction Debris"** means used or discarded construction materials removed from a premises during the construction, repair or renovation of a structure.
- 1.11 **"Container"** means any bin, vessel, can or receptacle used for collecting and storing solid waste, green waste or recyclable materials before removal.
- 1.12 **"Demolition Debris"** means used construction materials removed from a premises during the razing or renovation of a structure.
- 1.13 **"Designated Collection Location"** means the place where customers within the District are authorized to place their solid waste, green waste and recyclable materials for collection by Franchisee.
- 1.14 **"Disposal Site(s)"** means any properly licensed and permitted solid waste facility or facilities arranged by Franchisee after consultation with the District for the ultimate disposal of solid waste collected by Franchisee.
- 1.15 **"Designated Processing Facility"** means any properly licensed and permitted plant or site used for the purpose of sorting, cleansing, treating, reconstituting and processing recyclable materials.

- 1.16 **"Disposal"** means the ultimate disposition of solid waste collected by Franchisee at a landfill in full regulatory compliance or other fully permitted disposal site.
- 1.17 **"Facility"** means any plant or site, owned or leased and maintained and/or operated or used by Franchisee for purposes of performing under this Agreement.
- 1.18 **"Franchise"** means the special right granted by the District to operate a solid waste and green waste collection and recycling services company providing such services within the District.
- 1.19 **"Franchisee"** means Mission Country Disposal, Inc., a corporation organized and operating under the laws of the State of California, and its officers, directors, employees, and agents.
- 1.20 **"Full Regulatory Compliance"** means compliance with all applicable permits for a facility and with other applicable regulations such that Franchisee will at all times maintain the ability to fully comply with its obligations under this Agreement.
- 1.21 **"Green Waste"** means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (no more than six (6) inches in diameter) and similar materials generated at the premises.
- 1.22 **"Gross Revenues"** means the sum of the cash receipts derived by Franchisee from customer billings for solid waste collection services provided in the District.
- 1.23 **"Hazardous Waste"** is as defined in Article 2, Chapter 6.5, Section 25117 of the Health and Safety Code and Public Resources Code Section 40141. For the purposes of this Agreement, however, hazardous waste shall not include Household Hazardous Waste which may be contained in solid waste.
- 1.24 **"Household Hazardous Waste"** means hazardous waste generated at residential premises.
- 1.25 **"Interruption of Service"** means (a) any period during which Franchisee's operations are diminished or discontinued by circumstances beyond its control, or (b) any period during which operations are diminished or discontinued as a result of any breach of the Agreement by Franchisee or (c) any period after the District has terminated the Franchise and until the District can reasonably acquire other suitable service and/or enter into a new Franchise Agreement.
- 1.26 **"Materials Recovery Facility"** means a permitted Facility where solid wastes are sorted or separated for the purposes of recycling or reuse.

- (a) Demolition and construction debris which are not offered by persons performing the work and which may be legally collected and disposed of by some alternate means;
- (b) Recyclable materials separated from solid waste by the waste generator which the waste generator sells or is otherwise compensated for by a collector in a manner resulting in a net payment to the waste generator;
- (c) Recyclable materials separated from solid waste by the waste generator and which the waste generator donates to a charitable organization such as the Boy Scouts; or
- (d) Materials removed by householders or occupants and transported by them to disposal facilities or recycling centers.

1.37 "Term" means the term of the Agreement, as provided for in Article 3.

1.38 "Waste Generator" means any person as defined by the Public Resources Code, whose act or process produced solid waste as defined in the Public Resources Code, or whose act first causes solid waste to become subject to regulation.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF FRANCHISEE

2.1 Corporate Status

Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 Corporate Authorization

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Franchisee have authority to do so.

2.3 Compliance with Laws and Regulations

Franchisee shall comply with all existing and future District, County, other local agencies, state, and federal laws and regulations.

2.4 Financial Representation

Franchisee represents that it has the financial ability to fully perform its obligations as set forth in this Agreement.

2.5 Absence of Litigation

Franchisee represents that there are no suits or threatened suits which would impair the financial or legal ability of Franchisee to perform its obligations under this Agreement and that the entering into this Agreement by Franchisee will not in any way constitute a breach of any other agreement entered into by Franchisee with other parties, or constitute a violation of any law.

ARTICLE 3. TERM OF AGREEMENT

3.1 Effective Date

The effective date of this Agreement shall be August 1, 2001 ("Effective Date").

3.2 Term

The term of this Agreement shall be ten (10) years, commencing at 12:01 a.m., September 1, 2001, and expiring at midnight, September 1, 2011, subject to extension as provided in Section 3.3 (Option to Extend).

The Board may elect to renew this Agreement at any time prior to the end of the term of the Agreement.

3.3 Option to Extend

The District shall have the sole option to extend this Agreement for up to thirty-six (36) months in periods of at least twelve (12) months each. If the District elects to exercise this option, it shall give written notice not later than ninety (90) days prior to the initial termination date, or, if one extension has been exercised, ninety (90) days prior to the extended termination date.

3.4 Conditions to Effectiveness of Agreement

The obligation of the District to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by the District, in its sole direction.

(1) **Accuracy of Representations.** The representations and warranties made by Franchisee in Article 2 of this Agreement are true and correct on and as of the effective date.

(2) **Effectiveness of Board Action.** The District's actions in approving this Agreement shall become effective pursuant to California law on or prior to the effective date.

ARTICLE 4. SCOPE OF AGREEMENT

4.1 Grant and Acceptance of Exclusive Franchise

Subject to Sections 3.4 (Conditions to Effectiveness of Agreement) and 4.2 (Limitations to Scope), this Agreement grants Franchisee the exclusive right to arrange for the collection, processing, diversion and disposal of solid waste, green waste and recyclable materials from residential and non-residential properties placed in the designated collection location for regular or scheduled collection in accordance with the District's ordinances, rules and regulations, except where otherwise precluded by law. Franchisee hereby accepts the terms and conditions of the Franchise as set forth in this Agreement.

Franchisee and the District acknowledge that a ninety (90) day to one hundred and twenty (120) day period of transition is necessary for Franchisee's full implementation and compliance with Sections 6.1.3 (Containers) and 7.1 (Billing) of this Agreement. Both parties shall use good faith efforts to ensure timely, efficient transition, including but not limited to, Franchisee's acquisition and furnishing of the appropriate containers for collection of solid waste, green waste and recyclable materials, and the District's transfer of customer billing account information to Franchisee.

4.2 Limitations to Scope

This Agreement for the collection, processing, diversion and disposal of solid waste from residential and non-residential properties shall be exclusive except as to the following categories of solid waste, which Franchisee may, but shall not be obligated to, collect, transfer, process, divert or dispose of:

- (1) Animal waste and remains from slaughterhouses or butcher shops.
- (2) By-products of sewage treatment, including sludge, sludge ash, grit and screening.
- (3) Hazardous waste, liquid waste and medical waste.
- (4) Construction and demolition debris.

Franchisee acknowledges and agrees that the District may permit other persons besides Franchisee to collect any or all types of the solid waste listed in this section without seeking or obtaining approval of Franchisee under this Agreement.

This grant to Franchisee of an exclusive right and privilege to collect, transfer, process, divert and dispose of solid waste, green waste and recyclable materials shall be interpreted to be consistent with state and federal laws, now and during the term of this Agreement, and the scope of this exclusive right shall be limited

by current and developing state and federal laws with regard to solid waste handling, exclusive franchise, solid waste flow control, and related doctrines.

In the event that future interpretations of current law, enactment or developing legal trends limit the ability of the District to lawfully provide for the scope of services as specifically set forth herein, Franchisee agrees that the scope of the Agreement will be limited to those services which may be lawfully provided for under this Agreement. Further, Franchisee agrees that the District shall not be responsible for any lost profits or damages claimed by Franchisee to arise out of further limitations of the scope of the Agreement set forth herein. It shall be the responsibility of Franchisee to minimize the financial impact to other services being provided.

4.3 Administration of Franchise

The District's General Manager shall administer the District's solid waste contract and shall supervise Franchisee's compliance with the Agreement's terms and conditions.

4.4 Serve Without Interruption

Franchisee shall continue to collect and dispose of solid waste throughout the term of this Agreement without interruption.

4.5 Permits and Licenses

Franchisee shall procure all permits and licenses, pay all charges and fees, and give all notices as necessary.

4.6 Preservation of District Property

Franchisee shall pay to the District, on demand, the cost of all repairs to public property made necessary by any of the operations of Franchisee under this Agreement.

4.7 Franchisee as Arranger

The District and Franchisee mutually agree that the District's granting of this Franchise shall not be construed as the District "arranging for" the collection and disposal of solid waste or recyclables within the meaning of CERCLA. The parties further mutually agree that the granting of the Franchise by the District shall be construed as an action whereby Franchisee is granted, and accepts the rights, responsibilities, benefits and liabilities of collection and disposal of solid waste. Commencing on the effective date of this Agreement and, to the extent that Franchisee's performance under this Agreement requires the collection and disposal of solid waste, and may be construed as "arranging for" collection and disposal of solid waste within the meaning of CERCLA, such actions shall be the sole responsibility of Franchisee and Franchisee expressly agrees to be solely responsible for all such actions.

4.8 Annexation

Franchisee shall automatically extend all services herein described to any area annexed to the District, except that the District may permit a firm franchised by the County of San Luis Obispo before the annexation to continue serving the area for a period not to exceed five (5) years.

4.9 Ownership of Solid Waste

Once solid waste is placed in containers and properly presented for collection, ownership and the right to possession shall transfer directly from the waste generator to Franchisee by operation of this Agreement. Franchisee is hereby granted the right to retain, process, divert, dispose of, and otherwise use such solid waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Franchisee.

Subject to this Agreement, Franchisee shall have the right to retain any benefit resulting from its right to retain, process, divert, dispose of, or use the solid waste which it collects. Any cost savings resulting from decreased disposal shall offset Franchisee's operating expenses.

Solid waste, or any part thereof, which is disposed of at a disposal site or facility (whether landfill, transformation facility, transfer station, or materials recovery facility) shall become the property of the owner or operator of the disposal site(s) or facility once deposited there by Franchisee. Nothing in this Agreement shall be construed as giving rise to any inference that the District has any ownership or possession of solid waste.

4.10 Ownership of Recyclable Materials

Once recyclable materials are placed in containers and properly presented for collection, ownership and the right to possession shall transfer directly from the generator to Franchisee by operation of this Franchise. Franchisee is hereby granted the right to retain, recycle, process, reuse, and otherwise use such recyclable materials or any part thereof, in any lawful fashion or for any lawful purpose consistent with this Franchise. Subject to the provisions of this Franchise, Franchisee shall have the right to retain any benefit resulting from its right to retain, recycle, process or reuse the recyclable materials which it collects.

Recyclable materials or any part thereof, which are delivered to a facility (processing facility, transformation facility, transfer station, or material recovery facility) shall become the property of the owner or operator of the facility(ies) once deposited there by Franchisee.

ARTICLE 5. DIRECT SERVICES

5.1 General

The work to be done by Franchisee pursuant to this Franchise shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items and tasks necessary to perform the services required.

It is mandatory that the work to be done by Franchisee pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all properties receiving service within the District are provided reliable, courteous, prompt and high-quality services for collection of solid waste. All collection activities shall be conducted in such a manner that public and private property will not be damaged. Franchisee shall replace containers and covers in designated collection locations and shall not place them in the street or on adjoining property.

The District reserves the right to revise its ordinances and resolutions pertaining to solid waste collection and disposal in order to protect public health, safety and welfare. The Agreement is subject to any such future revisions of the District's laws and regulations, and Franchisee agrees to comply with any such changes in said laws and regulations as if incorporated into the Agreement.

5.2 Single Family Residential Solid Waste Collection Service

For residential customers, Franchisee shall collect solid waste at the curbside at a minimum of once a week. Franchisee will notify solid waste customers of holiday collection schedules.

Handicapped residents shall have the option of placing their containers near their dwelling, visible from the curb, and Franchisee will collect their containers at this location and return container to same location. Franchisee will notify residents annually, beginning within thirty (30) days of execution of this Agreement, of this collection option. To be eligible for this collection option, residents must present proof of their physical incapacity to Franchisee.

5.3 Other Solid Waste Collection Service

5.3.1 Multi-Family Solid Waste Collection Service

Franchisee shall collect solid waste from all multi-family dwelling units within the District, using containers of a size and shape permitted by the District, not less than once per week. Franchisee and each customer shall agree on the designated collection location. Special consideration shall be given when determining the designated collection location for multi-family accounts to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated collection location, if disputed by customer or Franchisee, shall be determined by the District.

5.3.2 Commercial, Industrial and Institutional Solid Waste Collection Services

Franchisee shall collect solid waste from all commercial, industrial and institutional properties within the District, using containers of a size and shape permitted by the District, not less than once per week.

Franchisee and each customer shall agree on the designated collection location. Special consideration shall be given when determining the designated collection location for commercial and/or industrial accounts to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated collection location, if disputed by customer or Franchisee, shall be determined by the District.

Additionally, if in the District's opinion, the location of an existing collection location for a particular multi-family dwelling unit or commercial, industrial or institutional property is inappropriate, the District may direct the customer or Franchisee to relocate the collection location. If a customer refuses to comply with said directive, Franchisee shall decline to collect solid waste from said improperly located containers.

5.4 Public Facilities Collection

Franchisee shall collect and dispose of all solid waste generated at premises owned and/or operated by the District at no charge. Franchisee shall make collections from the District's solid waste containers, not less than once per week. Collections shall be scheduled at a time mutually agreed upon by Franchisee and the District.

Franchisee shall provide, at the District's direction, additional solid waste collection and disposal and consulting services including:

- (1) Collection of solid waste from up to twenty-five (25) sidewalk litter containers located in Cambria, with collection from additional containers to be mutually agreed upon by Franchisee and the District;
- (2) Collection of solid waste from containers in District parks as mutually agreed upon by Franchisee and the District; and
- (3) Review of plans for land use or property developments with regard to solid waste service issues.

5.5 Recycling Services

5.5.1 Scope of Services

Franchisee shall provide green waste collection and curbside recycling services for the residents and businesses located within the District, subject to the terms and conditions herein set forth. Franchisee shall collect and remove all recyclable materials placed in containers at the designated collection locations for single family dwelling units, multi-family dwelling units, and commercial and industrial properties in

the District. Handicapped residents shall have the option of placing their containers near their dwelling, visible from the curb, and Franchisee will collect their containers at this location and return container to same location.

Curbside recyclable material and green waste collection shall be a minimum of once each week on the same day of the week as solid waste collection service.

Franchisee shall determine the method, details and means of performing the above-reference services. Franchisee may, at Franchisee's own expense, employ such persons Franchisee deems necessary to perform the services required of Franchisee by this Agreement. District may not control, direct or supervise Franchisee's personnel in performance of those services.

5.5.2 Type of Service

Pursuant to this Agreement, Franchisee shall provide such service to all residents and commercial and industrial properties within the District. Except as provided herein, the type of service to be performed shall be as set forth in Exhibit A, a copy of which is attached hereto, and incorporated herein by reference as though here fully set forth.

5.5.3 Sale of Recyclable Materials

Franchisee shall be responsible for diligently pursuing the sale of all recyclable materials collected pursuant to this Agreement. Revenues from the sales of these materials shall be applied to the cost of service under the Agreement to reduce Franchisee's overall costs. For those recyclable items where a competitive market exists, Franchisee shall sell all recyclable materials collected pursuant to this Agreement at not less than fair market value. Revenues from the sale of these recyclable materials shall be Franchisee's and shall be included in the calculation of allowable profit as required by Section 9.5.

5.6 Missed Pickups

Upon notification, Franchisee shall collect any missed pickup which had been properly and timely placed for collection within twenty-four (24) hours of said notice.

5.7 Bulky Waste Collection

Franchisee shall make special collection arrangements with waste generators within seven (7) days after waste generators' written or verbal request for the collection of bulky waste for a fee established by the District and updated by resolution when the District adjusts rates. Any single item is not to exceed 200 pounds.

5.8 Semi-Annual Clean-up Weeks

Franchisee shall provide, in addition to regularly scheduled service, clean-up events two weeks per year pursuant to guidelines established by Franchisee and approved by the District, for solid waste, green waste and recyclable materials

placed at the curb by single family dwelling units. The dates of each event shall be coordinated with the District prior to September 1st of each year.

Franchisee shall record by class and weight (in tons) the solid waste, white goods, etc., collected during the clean-up events. Franchisee shall record the kinds and weights (in tons) of solid waste diverted during these clean-ups from the landfill through recycling, reuse, transformation or other means of diversion.

5.9 District's Right to Request Changes

5.9.1 General

The District may request Franchisee to perform additional services (including new diversion programs, billing services, etc.) or modify the manner in which it performs existing services. Pilot programs and innovative services which may entail new collection methods, different kinds of services and/or new requirements for waste generators are included among the kinds of changes which the District may request. Franchisee shall present, within thirty (30) days of a request to do so by the District, a proposal to provide additional or expanded diversion services pursuant to the terms of Section 5.9.2. Franchisee shall be entitled to an adjustment in its compensation in accordance with Section 9.3, for providing such additional or modified services.

5.9.2 New Programs

Franchisee shall present, within thirty (30) days of a request to do so by the District, a proposal to provide additional or expanded services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type of containers to be utilized.
- Provision for program publicity/education/marketing.
- A projection of the financial results of the program's operations for the remaining term of the Agreement in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- Materials processing facility to be utilized.

5.9.3 District's Right to Acquire Services

Franchisee acknowledges and agrees that the District may permit other persons besides Franchisee to provide additional services not otherwise contemplated under Section 5.9.1. If pursuant to Section 5.9.2, Franchisee and the District cannot agree on terms and conditions of such services in ninety (90) days from the date when the District first requests a proposal from Franchisee to perform such services, Franchisee acknowledges and agrees that the District may permit persons other than Franchisee to provide such services.

5.10 Report of Accumulation of Solid Waste; Unauthorized Dumping

Franchisee shall direct its drivers to note the addresses of any premises at which they observe that solid waste is accumulating and is not being delivered for collection; and the address, or other location description, at which solid waste has been dumped in an unauthorized manner. Franchisee shall report the address or description to District within twenty-four (24) hours of such observation.

5.11 District Directed Removal of Solid Waste

Franchisee shall arrange for the removal of all accumulated solid waste on any developed or vacant property in the District as directed by the District. Franchisee shall make a good faith effort to recover the cost of disposal from the waste generator, and the costs of this effort, as well as the cost of disposal, shall be chargeable to the waste generator. Franchisee shall be entitled to include the costs incurred and not collected under this section as an operating expense for purposes of rate setting.

5.12 Designated Disposal Facility

Franchisee shall arrange with the operator of a disposal site situated outside the District limits for disposal of solid waste collected within the District. All solid waste collected within the District and not separated for recycling shall be delivered to the designated disposal site and disposed of according to the regulations of the designated disposal site.

If Franchisee receives notice from the landfill operator or otherwise expects, during the term of this Agreement, to be prevented from delivering solid waste to the designated disposal site, Franchisee shall immediately notify in writing the District, stating the reason(s) Franchisee is prevented, or expects to be prevented, from disposing of solid waste in the designated disposal facility. Franchisee shall in good faith expeditiously identify and evaluate alternative disposal sites within thirty (30) days of learning that the designated disposal site will be unavailable. An alternative designated disposal site or sites shall be arranged for and secured by Franchisee, after consultation with the District. Franchisee shall provide the District with adequate written notice prior to contracting for any alternate disposal site. The District reserves the right to direct the waste stream to other disposal sites selected by Franchisee.

Section 12.5 (Excuse From Performance), does not relieve Franchisee from the good faith obligation to find and secure alternate disposal sites. Absent an event set forth in Section 12.5, Franchisee shall be responsible for any increased costs, including transportation, with respect to the alternate disposal site.

5.13 Hazardous Waste Handling and Disposal

If Franchisee determines that solid waste placed in any container for collection is a hazardous waste or medical waste, or other solid waste that may not be legally disposed of at the designated disposal site or presents a hazard to Franchisee's employees, Franchisee shall have the right to refuse to accept such solid waste.

Franchisee will contact the waste generator and request that the waste generator arrange for proper disposal.

If the waste generator cannot be reached immediately, Franchisee shall, prior to leaving the premises, leave a tag at least two inches by six inches (2" x 6") indicating the reason for refusing to collect the solid waste, in which case, a copy of the tag, along with the address of the premises (and the name of the waste generator, if known) shall be delivered to the District on the following business day.

If the hazardous waste or medical waste or other unauthorized waste is collected before its presence is detected by Franchisee, and if the waste generator cannot be identified or fails to remove the solid waste after being requested to do so, Franchisee shall arrange for its legal disposal. Franchisee shall make a good faith effort to recover the cost of disposal of such waste from the waste generator, and the costs of this effort, as well as the cost of disposal, shall be chargeable to the waste generator. Provided the failure to detect the hazardous waste, medical wastes or other unauthorized wastes prior to collection and/or their delivery to the designated disposal site is not due to the negligence of Franchisee or its employees or due to failure of Franchisee to have an adequate in place inspection program, Franchisee shall be entitled to include the costs incurred under this section as an operating expense for purposes of rate setting.

ARTICLE 6. COLLECTION SERVICE STANDARDS

6.1 Operations

6.1.1 Schedules

To preserve peace and quiet, solid waste, green waste and recyclable materials shall not be collected from residential premises between 8:00 p.m. and 8:00 a.m. on any day, and between 8:00 p.m and 6:30 a.m. on any day in commercial business areas of Cambria. When the regularly scheduled collection day falls on a holiday, collection shall take place on the following regularly scheduled collection day. Franchisee will promptly resolve any complaints of noise to the satisfaction of the District's General Manager or the District's General Manager's designee.

6.1.2 Vehicles

A. General. Franchisee shall keep a fleet of collection trucks sufficient in number and capacity to efficiently perform the work required in the Agreement in strict accordance with the terms of this Agreement. Franchisee shall provide a detailed description concerning the number and type of

vehicles necessary for performance. Franchisee shall have available on collection days sufficient back-up vehicles for each type of collection vehicle (i.e., rear loader, front loader, and roll-off) used to respond to complaints and emergencies. The fleet shall be maintained in a good and safe condition. The description of the number and type of vehicles shall be updated prior to consideration of any rate review under this Agreement.

B. Specifications. All vehicles used by Franchisee in providing solid waste collection services shall comply with all federal, state, and local requirements for such vehicles as they now exist or may be amended in the future, and be registered with the California Department of Motor Vehicles. All such vehicles shall have water-tight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.

C. Condition.

(1) Franchisee shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean and operable condition at all times.

(2) Franchisee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly and represent a safety hazard shall be taken out of service until they are repaired and operate properly and safely. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Franchisee shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the District upon request.

(3) Franchisee shall immediately repair, or arrange for the repair, of all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Franchisee shall maintain accurate records of repair, which shall include the date/mileage, nature of repair and the signature of a maintenance supervisor that the repair has been properly performed.

D. Vehicle Identification. Each truck shall display in a prominent place a sign which shall include Franchisee's name and an identification number.

- E. Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable federal, state and local laws. Franchisee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local vehicle weight restrictions.

6.1.3 Containers

- A. Single Family Residential Containers.** Franchisee shall furnish appropriate containers to collect solid waste, green waste and recyclable materials from all Single Family Residential waste generators.

- B. Non-Residential and Multi-Family Dwelling Unit Containers.** Franchisee shall furnish to all customers appropriate containers to collect solid waste, green waste, and recyclable materials at commercial and industrial properties and multi-family dwelling units, and other premises upon customer request consistent with the District approved solid waste collection program. Containers with a capacity of one cubic yard or more shall be available in standard sizes. Containers which are front loading bins shall have lids. All containers with a capacity of one cubic yard or more shall meet applicable regulations for solid waste bin safety. Additionally, one cubic yard or more containers in public right-of-ways shall have reflectorized markings. Franchisee shall not be obligated to provide customers with compactor units, but will be obligated to charge the rates set by the District for the collection of compacted solid waste.

- C. Variable Rates and General Specifications.** The kind, size and number of containers furnished to particular customers shall be as determined mutually by the customer and Franchisee. The rates chargeable to each customer shall be based upon the size, number, and frequency of pick-up (if applicable) of containers furnished to each customer, as set forth in Exhibit B, a copy of which is attached hereto, and incorporated herein by reference as though here fully set forth. All containers shall be maintained in good repair with neatly and uniformly painted surfaces and shall prominently display the name and telephone number of Franchisee. Containers shall be clearly marked and identified as belonging to Franchisee. Each customer shall be responsible for excess damage to any such containers not caused by Franchisee, excluding normal wear and tear.

6.1.4 Personnel

- A. General.** Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical, and other personnel as may be necessary to provide services required by this Agreement in a safe and efficient manner.

If Franchisee needs to provide additional personnel, Franchisee shall be responsible for all costs related to provision of such additional personnel. Franchisee may only reduce the number and type of personnel required

with prior approval of the District. If quality of service declines following such reduction in type and number of personnel, the District at its discretion, may require the Franchisee to increase the number and type of personnel utilized, at no additional cost to the District.

- B. Identification.** Franchisee shall ensure that while on duty each collection worker wears a clean uniform with conspicuous insignia displaying Franchisee's company name and the worker's name or identification number.
- C. Gratuities.** Franchisee shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for any services performed under this Agreement, except as provided in Article 9 of this Agreement.
- D. Training.** All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license of the appropriate class issued by the California Department of Motor Vehicles.

Franchisee shall provide adequate operations, health and safety training, and hazardous waste identification and handling training for all of its employees who use or operate equipment or who are otherwise directly involved in collection or other related operations.

- E. Customer Courtesy.** Franchisee shall train its employees in customer courtesy, shall prohibit the use of loud or profane language and shall instruct collection crews to perform the work quietly. Franchisee shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Franchisee shall take all necessary corrective measures. If the District has notified Franchisee of a complaint related to discourteous or improper behavior, Franchisee will reassign the employee to duties not entailing contact with the public while Franchisee is pursuing its investigation and corrective action process.

6.2 Service Complaints

Franchisee shall maintain and provide copies of all written service complaints and summaries of all oral service complaints and Franchisee's response to those complaints for the term of one year. Copies of written service complaints, summaries of oral service complaints and Franchisee's responses shall be submitted to the District with quarterly reports as specified in Section 7.5 of this Agreement. Additionally, District officials shall be given access to inspect these records during the required office staffing hours after the District has requested such inspection with reasonable notice.

6.3 Periodic Performance Audit

The District shall have the right to periodically request a performance audit or billing audit be completed by Franchisee, the District or an independent third party. The District shall be entitled to select the type of consultant that it deems qualified to conduct said audit. The cost of such audits will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8.

6.4 Performance Hearing

The District maintains the right to hold a public hearing at which Franchisee shall be present and shall participate whenever there are reasonable grounds to review Franchisee's services and performance. The purpose of the hearing shall be, in part, to provide for a discussion and review of technological, economic and regulatory changes and quality of service provided to date. The goal of the performance hearing is to strive for an ever-advancing solid waste management system, and to ensure services are provided with adequate quality, efficiency and economy.

Sixty (60) days after receiving notice from the District of a performance review hearing, Franchisee shall, at a minimum, submit a report to the District indicating the following:

- Changes recommended and/or new services to improve the District's ability to meet the goals of AB 939 and to contain costs and minimize impacts on rates; and
- Any specific plans for provision of changed or new services by Franchisee.

The reports required by this Agreement regarding customer complaints shall be used as one basis for review. Franchisee may submit other relevant performance information and reports for consideration. The District may request Franchisee to submit specific information for the hearing. In addition, any customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the performance review hearing shall include, but shall not be limited to, quality and adequacy of services provided, feasibility of providing new services, application of new technologies, customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Franchisee's performance. The District and Franchisee may each select additional topics for discussion at any performance review hearing.

Not later than sixty (60) days after the conclusion of each performance review hearing, the District may issue a report. As a result of the review, the District may request Franchisee to provide expanded or new services. Franchisee shall present, within thirty (30) days of a request to do so by the District, a proposal to provide additional or expanded diversion services. The proposal shall contain a complete description of the items described in Section 5.9.2.

ARTICLE 7. OTHER SERVICES: BILLING, REPORTING, RECORD-KEEPING AND PUBLIC EDUCATION

7.1 Billing

By resolution or other action of the Board, the District shall establish rates for the services provided by Franchisee. Franchisee shall bill and collect these rates.

Franchisee shall maintain copies of said billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by the District. Franchisee may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records cannot be altered, and can be preserved and retrieved for inspection and verification in a timely manner. Franchisee shall, in addition, provide an adequate backup system for billing records, regardless of the form in which the records are maintained.

7.2 Collection of Bills from Delinquent Customers

Bills shall be considered delinquent if not paid within thirty (30) days of the date due. Delinquent bills shall be subject to a late fee. Franchisee shall be solely responsible for collection of delinquent accounts

Franchisee shall make all reasonable efforts to establish bill payment services at Cambria Pharmacy or another similarly situated facility if permission is not granted by Cambria Pharmacy.

7.3 Records

Franchisee shall maintain records required to conduct its operations, to support requests it may make to the District, and to respond to requests of the District. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as fire, theft and earthquake. Electronically maintained data and records shall be protected and an adequate backup system shall be provided for such data and records. The protection and backup systems shall be subject to approval by the District.

The following records shall be maintained for the District in form and detail satisfactory to the District:

- Customer services;
- Weight of solid waste;
- Special annual clean-up event results;
- Routes;
- Facilities, equipment and personnel used;
- Facilities and equipment operations, maintenance and repair;
- Processing and disposal of solid waste;
- Complaints; and
- Missed pick-ups.

Franchisee shall maintain records of transfer, diversion and disposal of all solid waste collected in the District for the period of this Agreement and all extensions to this Agreement or successor agreements. In the event Franchisee discontinues providing solid waste services to the District, Franchisee shall provide all records of diversion and disposal of all solid waste collected within the District to the District within ten (10) days of discontinuing service. Records shall be in chronological order, and organized in a form readily and easily interpreted.

Records for other programs shall be tailored to specific needs. In general, they shall include:

- Plans, tasks, and milestones; and,
- Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

7.4 Waste Generation/Characterization Studies

Franchisee acknowledges that the District may be required to perform solid waste generation and disposal characterization studies periodically to comply with AB 939 requirements. Franchisee agrees to participate and cooperate with the District and its agents, at no cost to the District, to accomplish studies and data collection, and prepare reports, as needed, to determine weights and volumes of solid waste and characterize solid waste generated, diverted, disposed, transformed, or otherwise handled or processed to satisfy AB 939 requirements.

7.5 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates, and evaluate the financial efficacy of operations; and
- Evaluate past and expected progress towards achieving goals and objectives; and
- Determine needs for adjustment to programs; and
- Evaluate customer service and complaints.

The District may at no cost to itself request that Franchisee provide such additional information in the reports set forth below as the District deems necessary or appropriate to meet its needs, including provision of AB 939 report information.

Franchisee may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be subject to approval by the District.

Monthly reports shall be submitted within thirty (30) calendar days after the end of the report month. Quarterly reports shall be submitted within thirty (30) calendar days after the end of the quarter. Quarters end on March 31, June 30, September 30, and December 31.

All reports shall be submitted to:

General Manager
Cambria Community Services District
1316 Tamson Drive, Suite 201
P.O. Box 65
Cambria, CA 93428-0065

7.6 Monthly Reports

The information listed below shall be the minimum reported for each service (i.e. solid waste, recycling, green waste):

- Materials collected, transferred, diverted and disposed of, by sector (commercial, industrial, residential) of waste generator and collected by Franchisee, in tons, by month.
- Complaint summary, for month and cumulative for report year, as described above.
- Summarized by nature of complaints.
- Narrative summary of problems encountered and actions taken with recommendations for the District, as appropriate.

7.7 Quarterly Report

Quarterly reports shall be quarterly summaries of the monthly information in addition to the following:

- Status report on applications for renewals of existing permits or any new permits which may be required to continue operations at the designated disposal site within existing permitted areas.
- Solid waste collected, diverted and disposed of, in tons, during the semi-annual residential clean-up weeks, if applicable.
- For each new program, provide activity related and narrative reports on goals and milestone and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress.
- Provide a summary assessment of the overall solid waste program from Franchisee's perspective relative to financial and physical status of program. The physical status is to relate to how well the program is operating for efficiency, economy and effectiveness relative to meeting all the goals and objectives of this Agreement. Provide recommendations and plans to improve. Highlight significant accomplishments, problems and proposed solutions.

7.8 Annual Financial Audit

Franchisee shall submit to the District annual audited financial statements prepared at Franchisee's expense by an independent Certified Public Accountant ("CPA") not later than 180 days following the expiration of Franchisee's fiscal year. At the time of a request for adjustment to compensation under Section 9.3, the financial forms contained in the request must be reconciled to the audited financial statements to provide assurance that all of Franchisee's activities are accounted for.

The annual report shall separate out information with respect to revenues and expenses in relation to performance of this Agreement, including detailed information concerning overhead claimed by Franchisee. Operations by Franchisee concerning activities not related to performance of this Agreement shall be maintained in a separate portion of the annual financial statement.

The District shall have the right to inspect or review the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Franchisee that the District shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Franchisee's performance provided for in this Agreement. The District retains the right to have an independent third party or agent of the District's choosing, such as a CPA, participate in the records inspection. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8.

Franchisee shall provide to the District a copy of a request for an increase in tipping fees for its disposal site no later than five (5) days following submittal of said request to the County of San Luis Obispo. Additionally, Franchisee shall notify the District of the action taken by the Board of Supervisors regarding said request within five (5) days following said action, including copies of any resolutions adopted by the Board of Supervisors, if they are available. The District retains the right to have an independent third party or agent of the District's choosing, such as a CPA, participate in the review. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8.

7.9 Maintenance of Accounting Records

Franchisee shall maintain accounting records in accordance with generally accepted standards and principles of accounting. In its accounting records, Franchisee shall discreetly maintain and clearly identify all items of revenue and expense pertaining to its operations. Cost and revenue information for the District shall be segregated from other geographical areas served by Franchisee.

Cost and revenue information for the District, in addition, shall be segregated from other business activities of Franchisee. Separate detailed records shall be

maintained by Franchisee with respect to all transactions with affiliated entities that affect the cost and revenue of Franchisee in providing the franchise collection services.

7.10 Right to Audit Records

In addition to other reporting requirements in this Agreement, the District may review, test and audit the books and records of Franchisee or may engage a CPA for this purpose. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8.

7.11 Inspection by the District

The designated representatives of the District shall have the right to observe and review Franchisee's operations and enter Franchisee's premises for the purpose of such observation and review at all reasonable hours with reasonable notice.

7.12 Office

Franchisee shall maintain an office where customers may apply for service, pay bills, and register complaints. At a minimum, Franchisee shall staff this office from 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays observed by the District. A representative of Franchisee shall be available during office hours to communicate with the public in person and directly by telephone.

7.13. Customer Information

Franchisee shall prepare and keep current a brochure acceptable to the District which summarizes solid waste regulations, all services provided by Franchisee, solid waste collection and disposal rates, telephone numbers, special collection events, collection schedules, complaint procedures, and other pertinent information. Franchisee shall have copies of this brochure available at all times in Franchisee's office, distribute copies to all new customers, annually mail copies to all of its current customers, and mail updated copies to all customers as notification of changes in service or rates, prior to such changes. The brochure shall also include the information set forth in Section 7.14 below.

7.14 Public Education and Outreach

Franchisee acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Franchisee agrees to allocate not less than \$5,000 per year to public education and outreach activities.

At the direction of the District, Franchisee shall participate in and promote AB 939 activities and other solid waste management techniques at community events and local activities. Such participation would normally include providing, without cost, educational and publicity information promoting the goals of the District's solid waste and recycling programs.

All public education materials shall be approved in advance by the District's General Manager.

The brochure required under Section 7.13 above shall also include the reasons for recycling, information from the District explaining the rate structure, local landfill alternatives and instruction on how to participate in the program.

7.15 Regulatory Reporting

Franchisee shall promptly provide the District with copies of each adverse report, and each regulatory action from local, state or federal regulatory agencies. In addition, Franchisee shall send copies to the District of any reports that Franchisee submits to regulatory agencies with respect to performance of this Agreement.

Franchisee shall provide the District promptly with copies of any notices and correspondence from other facilities, including disposal sites, utilized by Franchisee in performance of this Agreement, concerning any breach of agreement with such facility or violation of regulations, including delivery of unauthorized wastes. Franchisee shall direct such facilities to, at all times, simultaneously send copies of such notices and correspondence to the District.

Franchisee shall promptly provide the District with copies of any reports and correspondence concerning the status of permits with respect to Franchisee and such disposal sites and facilities referenced above.

7.16 Records Retention

Franchisee shall maintain the above records, reports and data set forth in this Article for such time as the District may direct. Franchisee agrees to make all such records, reports and data available for inspection by the District or the District's authorized representatives, upon reasonable notice by the District.

ARTICLE 8. PAYMENTS TO DISTRICT

8.1 Franchise Fee Payments

In consideration of the exclusive franchise provided for in Article 4 of this Agreement, Franchisee shall pay the District six percent (6%) of Franchisee's gross revenues for collection and disposal of solid waste within the District. Such franchise fee shall be a "pass-through" expense for purposes of administering the Agreement, including, but not limited to, rate review and setting. Each monthly remittance of fees to District shall be accompanied by a statement detailing gross revenues for the period covered from all operations conducted or permitted pursuant to Article 5 of this Agreement.

8.2 Schedule of Payment

Franchise fees described in Section 8.1 are due on the thirtieth (30th) day of each month for receipts from the previous month. The remittance will be accompanied by a report setting forth the basis and calculations used for computing the amount due.

8.3 AB 939 Fee Amount

In consideration of the exclusive franchise provided for in Article 4 of the Agreement, the District reserves the right to impose and collect an AB 939 fee. Franchisee shall pay when directed by the District, a percentage of Franchisee's gross revenues for an AB 939 fee (i.e., the cost that the District incurs in managing and addressing AB 939 issues regarding diversion, recyclable materials, source reduction, etc.), on a monthly installment basis, based on cash receipts from customers provided residential and non-residential services during the prior month. All AB 939 fees paid to the District shall be considered a pass-through cost for purposes of rate setting under Article 9. The monthly AB 939 fee is due on the thirtieth (30th) day of each month for receipts from the previous month.

8.4 Other Fees

The District shall reserve the right to set such other fees, as the District deems necessary. The amount, time and method of payment shall be similar to Section 8.2.

8.5 Time and Method of Payment

If Franchisee is directed to pay an AB 939, franchise fee or "other" fee, it shall do so on or before the thirtieth (30th) day of each month during the term. Franchisee shall remit to District a sum of money equal to the designated percentage of the gross revenue or a flat monthly fee as determined by the District. If any fees are not paid on or before the thirtieth (30th) day of any month, Franchisee shall pay to District a late payment penalty in an amount equal to one percent (1%) of the amount owing for that month. Franchisee shall pay an additional late payment penalty of one percent (1%) owing on any unpaid balance for each following thirty (30) day period the fee remains unpaid. Late payment penalty amounts shall not be included in any revenue requirement.

8.6 Review of Fee Payments

The District, or its agent, reserves the right to annually perform an independent review of fee payments to verify that fees are being paid in accordance with this Agreement. The cost of such inspection or review will be an allowable cost under the rate setting methodology unless there are findings pursuant to Section 12.8.

8.7 Business License Tax

Franchisee shall pay each year any required permit fees and annual business license taxes required by law.

ARTICLE 9. SERVICE RATES AND REVIEW

9.1 General

Franchisee's compensation provided for in this Article shall be the full, entire and complete compensation due to Franchisee pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, transfer and transport, processing, division, disposal, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Franchisee will not be entitled to any further rate adjustments as a result of customer delinquencies and other bad debt issues.

Franchisee does not look to the District for payment of any sums for services provided to Franchisee's customers under this Agreement. The District shall have the right to structure solid waste collection rates as it deems appropriate so long as the revenues forecasted to be received by Franchisee from charging such rates can reasonably be expected to generate sufficient revenues to provide for Franchisee's compensation as calculated in accordance with the "*City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates.*"

9.2 Service Rates

Service rates are those established by Resolution or other formal action adopted by the Board. Franchisee shall provide the services required by this Agreement and charge no more than the rates authorized by District Resolution or other formal action.

9.3 Rate Review

Franchisee may submit to the District an application for rate review annually, in accordance with the procedures described in the "*City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates,*" dated June 1994, except as that may be modified from time to time. In addition to the procedures contained in the above referenced manual, Franchisee shall submit any and all data requested by and in the format prescribed by the District. In the event Franchisee shall fail to meet the schedule set forth in the above referenced manual, a revision of rates for the following year shall not be authorized until the 1st day of the first calendar month following a 120 day period from the date that the complete application is submitted and such revision shall contain no consideration for Franchisee's failure to submit the application in accordance with the schedule set forth in the above-referenced manual.

9.4 Special Interim Rate Review

The District or Franchisee may request an extraordinary or consequential adjustment outside of the base year and interim year adjustment schedules, as set forth in the "*City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated*

Solid Waste Management Rates," dated June 1994. To be extraordinary and consequential, cost changes must be significant enough to require a greater than five percent (5%) decrease or increase in monthly rates for basic residential service.

9.5 Allowable Profit

When performing the procedures described in the "*City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates*," dated June 1994, the allowable profit on expenses shall be calculated using targeted operating ratio of ninety-two percent (92%), with a range of ninety percent (90%) to ninety-four percent (94%), applied to Franchisee's reasonable and necessary allowable costs, as these costs are defined in the rate setting manual, incurred in the performance of its obligations under this Agreement.

9.6 Publication of Rates

Franchisee shall provide written notice to subscribers of all rate changes, prior to implementation. If appropriate, this notice should include reasons and background for the rate change.

ARTICLE 10. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

10.1 Indemnification

10.1.1 General

Franchisee agrees to defend, indemnify, protect and hold the District and its directors, agents, officers and employees harmless from and against (1) any legal challenges to this Agreement related to the California Environmental Quality Act and to solid waste collection, diversion and disposal rates (as described in Article 9 hereof) authorized by the District, and (2) any and all claims asserted or liability established for damages or injuries to any person or property, including, but not limited to, injury to Franchisee's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omission of Franchisee, and its agents, officers, directors or employees, in performing the services herein, and all expenses of investigating and defending against same; provided, however, that Franchisee's duty to indemnify and hold harmless shall not include any claims or liability caused by the established sole negligence or willful misconduct of the District, its agents, officers or employees.

10.1.2 CERCLA

Franchisee agrees to defend and indemnify the District, its directors, officers, employees and agents for all actions of Franchisee associated with Franchisee's role as the arranger of solid waste service, or as a "potentially responsible party" within the meaning of CERCLA in performing solid waste service under any federal, state or local laws, rules or regulations. Franchisee shall further defend and indemnify the District from any and all legal actions against the District on the basis of the assertion that the District is an arranger of solid waste services as a result of this Agreement.

10.1.3 Integrated Waste Management Act

Franchisee agrees to defend and indemnify the District, its directors, officers, employees and agents for any fines and/or penalties imposed by the California Integrated Waste Management Board or its agents or other governmental entity in the event that said fines or penalties are related to Franchisee's failure to meet its obligation under this Agreement or to Franchisee's delays in providing information or reports required pursuant to this Agreement.

10.1.4 Legal Defense

The District may, in its sole discretion, select independent legal counsel to defend the District against any and all claims, suits and actions covered by Section 10.1. Franchisee shall reimburse the District for all costs and fees incurred in providing this defense.

10.2 Insurance

Franchisee shall procure and maintain for the duration of the Franchise insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Franchisee, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 [Ed. 11/88]).
- (2) Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code I (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
- (4) Pollution Legal Liability.

B. Minimum Limits of Insurance. Franchisee shall maintain limits no less than:

- (1) **Commercial or Comprehensive General Liability:** Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage.

(3) **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers liability with limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

(4) **Pollution Liabilities:** One Hundred Thousand Dollars (\$100,000) each loss/Two Hundred Thousand Dollars (\$200,000) annual aggregate all losses. Additionally, the Designated Disposal Facility, as described in Section 5.12, shall provide proof of pollution liability coverage of not less than Two Million Dollars (\$2,000,000) and shall name District as an additional insured by endorsement.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and be approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, Board members, its officers, officials, employees, agents and volunteers, or Franchisee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Any insurance policies providing for self-insured retentions shall further provide that legal costs and costs of investigation, including consultant fees, with respect to any claim or suit, shall apply to the self-insured retention amount.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The District, Board members, its officers, officials, employees, agents and volunteers are to be described as additional insureds by endorsement as respects: liability arising out of activities performed by or on behalf of Franchisee; products and completed operations of Franchisee; premises owned, occupied or used by Franchisee; or automobiles owned, leased, hired or borrowed by Franchisee. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents or volunteers.

(2) For any claims related to this Agreement, Franchisee's insurance coverage shall be primary insurance as respects the District, Board members, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents or volunteers shall be excess of Franchisee's insurance and shall not contribute with it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, Board members, its officers, officials, employees, agents or volunteers.
- (4) Franchisee's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the District.
- (6) The Automobile Liability Policy shall be endorsed to delete the Pollution exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.
- (7) Pollution, if on a Claims Made form:
 - a. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, Franchisee must purchase "extended reporting" coverage for a minimum of two (2) years after completion of contract.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than VI. Insurers selected by Franchisee shall be admitted to issue insurance in the State of California.

F. Verification of Coverage. Franchisee shall furnish the District with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to the District and are to be received and approved by the District before performance under this Agreement commences. The District reserves the right to require complete certified copies of all required policies at any time, and Franchisee shall provide said copies upon request.

- G. **Subcontractors.** Franchisee shall include all subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. **Occurrence Based Coverage.** All policies secured by Franchisee shall be occurrence and not claims based unless the District so consents in writing.

10.3 Performance Bond

Simultaneously with the execution of this Agreement, Franchisee shall file with the District a bond, payable to the District, securing Franchisee's faithful performance of its obligations under this Agreement. The principal sum of the bond shall be Five Hundred Thousand Dollars (\$500,000). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the District. The bond shall be in a form approved by the District. If such bond at any time ceases to be effective for any reason, this shall be deemed a breach of this Agreement by Franchisee and the District shall be entitled to proceed as hereinafter provided.

ARTICLE 11. DISTRICT'S RIGHT TO PERFORM SERVICE

11.1 General

- A. In the event that that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or process any or all solid waste materials which it is required by this Agreement to collect and process, at the time and in the manner provided in this Agreement, for a period of more than two (2) calendar days, then the District shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to Franchisee to perform, or cause to be performed, such services itself with its own or other personnel without liability to Franchisee.
- B. In the event that Franchisee, for any reason whatsoever, fails, refuses or is unable to collect, transport or process any or all solid waste materials which it is required by this Agreement to collect and process, at the time and in the manner provided in this Agreement, for a period of more than seven (7) calendar days, then the District shall have the right, but not the obligation, upon twenty-four (24) hours prior written notice to take possession of any or all of Franchisee's land, equipment and other property to collect, transport or process any solid waste generated within the District which Franchisee would otherwise be obligated to collect, transport, process or market pursuant to this Agreement. In the event the District takes possession of Franchisee's equipment and other property, the District shall be entitled to have another franchisee operate such equipment and property under the District's direction and at Franchisee's

expense with allowance as provided in subsection F below. Additionally, in the event the District takes possession of Franchisee's equipment and other property, the District does not guarantee repair of existing problems with equipment and facilities.

- C. Notice of Franchisee's failure, refusal or neglect to collect, transport or process solid waste may be given orally by telephone to Franchisee and shall be effective immediately. Written confirmation of such oral notification shall be sent to Franchisee within twenty-four (24) hours of the oral notification.
- D. Franchisee further agrees that in such event:
- It will take direction from the District to effect the transfer of possession of property to the District for the District's use.
 - It will, if the District so requests, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.
 - The District may immediately engage all or any personnel necessary or useful for the collection, transportation and processing of solid waste, including, if the District so desires, employees previously or then employed by Franchisee. Franchisee further agrees, if the District so requests, to furnish the District with the services of any or all management or office personnel employed by Franchisee whose services are necessary or useful for solid waste collection, transportation and processing operations and for the billing and collection of fees for these services.
- E. District agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.
- F. If the interruption or discontinuance in service is caused by any of the reasons listed in Section 12.5 (Excuse From Performance), the District shall pay to Franchisee the reasonable rental value of the equipment and facilities, possession of which is taken by the District, for the period of the District's possession, if any, which extends beyond the period of time for which Franchisee has rendered bills in advance of service.
- G. Except as otherwise expressly provided in the previous paragraph, the District's exercise of its rights under this Article 11: (1) does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of the District to Franchisee; and (3) does not exempt Franchisee from the indemnity provisions of Article 10 (Indemnification, Insurance and Performance Bond), which are meant to extend to circumstances arising under this Section, provided that

Franchisee is not required to indemnify the District against claims and damages arising from the sole negligence of the District's officers, employees and agents in the operation of collection vehicles during the time the District has taken possession of such vehicles.

11.2 Temporary Possession of Franchisee's Property

If the District suffers an interruption or discontinuance of service as described in Section 11.1 (including interruptions and discontinuance due to events described in Section 12.5, Excuse from Performance), the District may take possession of and use all of Franchisee's property described above until other suitable arrangements can be made for the provision of solid waste collection and disposal services which may include the grant of a contract to another company. The same notice requirements of Section 11.1 are applicable.

11.3 Billing and Compensation to the District During the District's Possession

During such time that the District is providing solid waste services, as above provided, Franchisee shall continue to bill and collect payment from all users of the above-mentioned services. Franchisee further agrees that, in such event, it shall reimburse the District for any and all costs and expenses incurred by the District in taking over possession of the above-mentioned property for solid waste service in such manner and to an extent as would otherwise be required of Franchisee under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by the District to Franchisee of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission. The District shall have the right, at its sole discretion, to take over billing and payment collection activities. The District shall then pay any net revenues to Franchisee, after deducting all expenses, including District-incurred expenses.

11.4 District's Right to Relinquish Possession

It is further mutually agreed that the District may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Franchisee and thereupon demand that Franchisee resume the solid waste services as provided in this Agreement, whereupon Franchisee shall be bound to resume the same.

11.5 Duration of the District's Possession

The District's right pursuant to this Article to retain temporary possession of Franchisee's facilities and equipment, and to render collection services, shall terminate when the District determines that such services can be resumed by Franchisee, or when the District no longer reasonably requires such facilities or equipment. In any case, the District has no obligation to maintain possession of Franchisee's property and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Franchisee.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default

All provisions of this Agreement to be performed by Franchisee are considered material. Each of the following shall constitute an event of default:

- A. **Fraud or Deceit.** If Franchisee practices, or attempts to practice, any fraud or deceit upon the District.
- B. **Insolvency or Bankruptcy.** If Franchisee becomes insolvent, unable, or unwilling to pay its debts when due, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding. Franchisee is also in default if there is an assignment of this Agreement for the benefit of its creditors.
- C. **Failure to Maintain Coverage.** If Franchisee fails to provide or maintain in full force and effect the Workers' Compensation, liability, indemnification coverage or any insurance coverage or bond required under this Agreement.
- D. **Violations of Regulation.** If Franchisee's facilities fall out of full regulatory compliance or if Franchisee violates any orders or filings of any regulatory body having jurisdiction over Franchisee relative to this Agreement, provided that Franchisee may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred.
- E. **Failure to Perform.** If Franchisee ceases to provide solid waste services as required under this Agreement for a period of two (2) days or more, for any reason within the control of Franchisee.
- F. **Failure to Pay/Report.** If Franchisee fails to make any timely payments, including liquidated damages and penalties, required under this Agreement and/or fails to provide the District with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- G. **Acts or Omissions.** Any other act or omission by Franchisee which violates the terms, conditions, or requirements of this Agreement, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set forth in the written notice of the violation or, if Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

- H. **False or Misleading Statements.** Any representation or disclosure made to the District by Franchisee in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
- I. **Attachment.** There is a seizure of attachment of, or levy on, the operating equipment of Franchisee, including without limits its equipment, maintenance or office facilities, or any part thereof.
- J. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Franchisee, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) days.

Upon default by Franchisee, the District's General Manager shall provide written notice to Franchisee of the violation. The District's General Manager shall include in the notice, a demand that Franchisee correct the violation within ten (10) days following the delivery of said notice. If the violation is not corrected within the ten (10) days, the District shall have the right to terminate the Agreement per the provisions provided in Section 12.2. For purposes of this Agreement and any notice required thereunder, the term "days" shall mean calendar days. This ten (10) day notice period does not affect the District's right to perform service under Article 11 of this Agreement.

12.2 Right to Terminate Upon Default

Upon a default by Franchisee, the District shall have the right to terminate this Agreement upon ten (10) days notice if the public health or safety is threatened, or otherwise thirty (30) days notice, but without the need for any hearing, suit or legal action. This right of termination is in addition to any other rights of the District upon a failure of Franchisee to perform its obligations under this Agreement. The ten (10) day and thirty (30) day notice periods do not affect the District's right to perform service under Article 11 of this Agreement.

12.3 Possession of Property and Billing Records and Systems Upon Termination

In the event of termination for default, the District shall have the right, subject to the obligations contained in Article 11 hereof, to take possession of any and all of Franchisee's land, equipment, and other property used or useful in the collection, diversion and/or disposal of solid waste and to conduct all activities concerning billing and collection of fees for these services and to use such property. The District shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of solid waste collection services, which

may include the award of an agreement or franchise to another waste hauling company. If the District retains possession thereof after the period of time for which Franchisee has already been paid by means of bills issued in advance of providing service for the class of service involved, Franchisee shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due the District for Franchisee's default).

Franchisee shall provide the District immediate access to all of its business records and billing system related to its billing of accounts for services and shall take direction from the District regarding the billing of customers during the period between the District's termination of the Agreement for default until other suitable arrangements can be made for the billing of solid waste collection services. The provisions of this Section 12.3 shall survive the termination of this Agreement.

12.4 District's Remedies Cumulative; Specific Performance

The District's right to terminate the Agreement under Section 12.2 and to take possession of Franchisee's properties under Section 12.3 are not exclusive, and the District's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the District may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by the District to Franchisee, the remedy of damages for a breach hereof by Franchisee is inadequate and the District shall be entitled to injunctive relief and/or specific performance if it so desires.

12.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Franchisee's employees or directed at Franchisee or its selected facilities is not an excuse from performance and Franchisee shall be obligated to continue to provide service notwithstanding the occurrence of any or all such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

The interruption or discontinuance of Franchisee's services caused by one or more of the events excused shall not constitute a default by Franchisee under this Agreement.

Notwithstanding the foregoing, however, if Franchisee is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of seven (7) days or more, the District shall have the right to review the circumstances under which the excuse from performance was granted. After such review, if the District determines the excuse from service is no longer valid, the District shall notify Franchisee in writing, to resume service within two (2) days from the receipt of such notification. If Franchisee fails to resume service within the two (2) days, the District shall have the right to terminate this Agreement by giving ten (10) days notice, in which case the provisions relative to taking possession of Franchisee's land, equipment and other property and engaging Franchisee's personnel in Article 11 (District's Right to Perform Services), and this Article 12 shall apply.

12.6 Liquidated Damages

The District finds, and Franchisee agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible to reasonably ascertain the extent of damages which shall be incurred by the District as a result of a breach by Franchisee of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that:

- Substantial damage results to members of the public who are denied services or denied quality or reliable service;
- Such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms;
- That services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and
- The termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches. However, substantial breaches may result in the termination of this Agreement as described in Section 12.2.

The parties further acknowledge that consistent, reliable solid waste collection service is of utmost importance to the District and that the District has considered and relied on Franchisee's representations as to its quality of service commitment in awarding the Franchise to it. The parties further recognize that if Franchisee fails to achieve the performance standards, or fails to submit required documents in a timely manner, the District and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which the District will suffer. Therefore, without prejudice to the District's

right to treat such non-performance as an event of default under this Article 12, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to the District that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

Collection Reliability and Quality

- For each failure over five (5) annually to commence service to a new customer account within seven (7) days after order: \$150.00 per account
- For each failure over ten (10) annually to collect solid waste, which has been properly set out for collection, from an established customer account on the scheduled collection day: \$150.00 per account
- For each failure to collect solid waste which has been properly set out for collection from the same customer on two (2) consecutive scheduled pickup days: \$150.00 per account
- For each occurrence over five (5) annually of damage to private property: \$250.00 for each property damaged
- For each occurrence of discourteous behavior: \$250.00 per incident
- For each failure over ten (10) annually to clean up solid waste spilled from bins: \$150.00 per bin
- For each occurrence over five (5) annually of collecting solid waste during unauthorized hours: \$250.00 per account collected
- For each failure to respond to a customer complaint within twenty-four (24) working hours: \$100.00 per complaint
- For each failure to prepare for or properly conduct twice annual clean-ups including advertising and press releases: \$250.00 per event
- For each failure to perform and submit billing reviews: \$250.00 per review
- For each occurrence over ten (10) annually of failure to properly return containers to avoid pedestrian or vehicular traffic impediments or to place cans upright with lid secured: \$150.00 per container
- For each occurrence of excessive noise above the limits specified in this Agreement: \$250.00 per day

Customer Responsiveness

- For each failure to respond to a customer complaint within sixteen (16) working hours: \$100.00 per complaint
- For each failure to process customer complaints to the District: \$500.00 per complaint
- For each failure to carry out responsibilities for establishing service: \$500.00 per account

Timeliness of Submissions to the District

Any report shall be considered late until such time as a correct and complete report is received by the District. For each calendar day a report is late, the daily assessment shall be:

- Monthly Reports: For each infraction: \$100 per day
- Quarterly Reports: For each infraction: \$250 per day
- Annual Reports: For each infraction: \$500 per day

Liquidated damages will only be assessed after Franchisee has been given the opportunity but failed to rectify the damages, as described in this Agreement (e.g., twenty-four (24) working hours to respond to a complaint). The District may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of customer complaints.

Prior to assessing liquidated damages, the District shall give Franchisee notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Franchisee may review (and make copies at its own expense) of all information in the possession of the District relating to incident(s)/non-performance. Franchisee may, within ten (10) days after receiving the notice, request a meeting with the District. If a meeting is requested, it shall be held by the District's General Manager or his/her designee. Franchisee may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non performance. The District's General Manager or designee will provide Franchisee with a written explanation of his or her determination on each incident(s)/nonperformance prior to authorizing the assessment of liquidated damages. The decision of the District's General Manager or designee shall be final.

C. Amount. The District's General Manager may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement.

D. Timing of Payment. Franchisee shall pay any liquidated damages assessed by the District within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, the District may proceed against the performance bond required by this Agreement or order the termination of this Agreement, or both pursuant to the terms of this Agreement.

12.7 Notice, Hearing and Appeal

Should Franchisee contend that the District is in breach of the Agreement, Franchisee shall file a written request with the District's General Manager for a consultation regarding the allegations. Such consultation shall be held within thirty (30) calendar days of the receipt of Franchisee's request. Franchisee shall present its position and all relevant facts to the District's General Manager. Franchisee shall be notified of the General Manager's decision within ten (10) calendar days of the consultation.

If Franchisee is not in agreement with the ruling issued by the District's General Manager, it shall have the right to appeal the decision to the District Board. This appeal shall be made in writing to the District no later than fourteen (14) days after the notification is mailed by the District's General Manager of the decision reached by the District's General Manager. The Board shall notify Franchisee of the time and date of the review of allegation, which shall be held at a mutually convenient time within thirty (30) calendar days of the request. Franchisee shall present its position and all relevant facts to the Board. Franchisee shall be notified in writing within fourteen (14) calendar days of the Board's ruling.

12.8 Financial Material Errors, Omissions or Irregularities

The District may review, test and audit the books and records of Franchisee for the purpose of determining whether Franchisee is complying with the terms of the Agreement. In the event that material errors or omissions or irregularities are identified, then the cost associated with the audit, test or review shall be paid by Franchisee to the District. In the case of financial errors, materiality shall be deemed to be two percent (2%) or greater of the gross revenues of Franchisee from activities performed under this Agreement. Recovery of any overpayment will be negotiated on a case by case basis, either immediately or through the next rate setting evaluation.

ARTICLE 13. ASSIGNMENT

13.1 Assignment

Except as provided in Article 11 (District's Right to Perform Service), neither party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of

this Agreement. The District may, however, assign its rights and delegate its obligations under this Agreement to a joint powers authority without the prior written consent of Franchisee.

For purposes of this Section, "assignment" shall include, but not be limited to:

- (1) a sale, exchange or other transfer to a third party of at least fifty-one percent (51%) of Franchisee's assets dedicated to service under this Agreement;
- (2) a sale, exchange or other transfer to a third party, including other shareholders, of outstanding common stock of Franchisee which may result in a change of control of Franchisee;
- (3) any dissolution, reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction in which Franchisee or any of its shareholders is a party and which results in a change of ownership or control of Franchisee;
- (4) any assignment by operation of law, including insolvency or bankruptcy, assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver, taking possession of Franchisee's property, or transfer occurring in the probate proceeding; and
- (5) any combination of the foregoing (whether or not in related or contemporaneous transactions), which has the effect of any such transfer or change of ownership, or change of control of Franchisee.

Franchisee acknowledges that this Agreement involves rendering a vital service to the District's residents and businesses, and that the District has selected Franchisee to perform the services specified herein based on:

- (1) Franchisee's experience, skill and reputation for conducting its solid waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best waste management practices; and
- (2) Franchisee's financial resources to maintain the required equipment and to support its indemnity obligations to the District under this Agreement. The District has relied on each of these factors, among others, in choosing Franchisee to perform the services to be rendered by Franchisee under this Agreement.

If Franchisee requests the District's consideration of and consent to an assignment, the District may deny or approve such request in its sole and absolute discretion. The District is concerned about the possibility that assignment could result in significant rate increases, as well as a change in the quality of service. Accordingly, the following standards have been set to ensure that assignment will result in continued quality service. In addition, the District reserves the right to solicit competitive bids for these services if the assignment results in a request by the assignee for rate increases that are higher than the inflationary index and do not reflect value changes in service standards. At a minimum, no request by Franchisee for consent to an assignment need be considered by the District unless and until Franchisee has met the following requirements:

- (1) Franchisee shall undertake to pay the District its reasonable expenses for attorney's fees and related costs incurred in investigating the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- (2) Franchisee shall furnish the District with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- (3) Franchisee shall furnish the District with satisfactory proof:
 - a. that the proposed assignee has at least ten (10) years of solid waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement;
 - b. that in the last five (5) years, the proposed assignee or affiliate has not suffered any significant citations or other censure from any federal, state or local agency having jurisdictions over its waste management operations due to any significant failure to comply with state, federal or local environmental laws and that the assignee has provided the District with a complete list of such citations and censures;
 - c. that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion;
 - d. that the proposed assignee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of solid waste, including hazardous wastes; and

- e. any other information required by the District to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall the District be obliged to consider any proposed assignment by Franchisee, if Franchisee is in default at any time during the period of consideration.

ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.1 Relationship of Parties

The parties intend that Franchisee shall perform the services required by this Agreement as an independent contractor engaged by the District and not as an officer or employee of the District nor as a partner of a joint venture with the District. No employee or agent of Franchisee shall be nor shall be deemed to be an employee or agent of the District. Except as expressly provided herein, Franchisee shall have the exclusive control over the manner and means of conducting the solid waste collection and disposal services performed under this Agreement, and over all persons performing such services. Franchisee shall be solely responsible for the acts and omissions of its officers, directors, employees, subcontractors, and agents. Neither Franchisee nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which may accrue to the District employees by virtue of their employment with the District.

14.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.3 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in San Luis Obispo County.

14.4 Subcontracting

Except as approved in writing by the District, which approval may be withheld in the District's sole and absolute discretion, Franchisee shall not enter into an agreement to have another person perform Franchisee's duties of this Agreement. Franchisee shall undertake to pay the District its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed

subcontractor, and to review and finalize any documentation required as a condition for approving any such subcontracting agreement.

14.5 Interests of Franchisee

Franchisee covenants that it presently has no interest, and shall not acquire any interest, direct, indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. Franchisee further covenants that, in the performance of this work, no subcontractor of any person having such an interest shall be employed. Franchisee certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

14.6 Binding on Successors

The provisions of this Agreement shall ensure to the benefit of and be binding on the successors and permitted assigns of the parties.

14.7 Transition of Next Franchise

At the point of transition to a new franchise, Franchisee will cooperate with the District and subsequent franchisee(s) to assist in an orderly transition which will include Franchisee providing route lists and billing information. Franchisee will not be obligated to sell collection vehicles, bins, and containers to a subsequent franchisee. Franchisee, at its option, may enter into negotiations with a subsequent franchisee to sell (in part or all) collection vehicles, bins and containers.

14.8 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties to it and their representatives, successors and permitted assigns.

14.9 Waiver

The waiver by either party of any breach or violation of any provision(s) of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

14.10 Condemnation

The District fully reserves whatever rights it may have to acquire Franchisee's property utilized in the performance of this Agreement, by negotiated purchase or failing that, through the exercise of the right of eminent domain.

14.11 District Free to Negotiate with Third Parties

The District may investigate, during the term and thereafter, all options for the collection, diversion, and disposal of solid waste after the expiration of the term. Without limiting the foregoing, the District may solicit proposals from Franchisee and from third parties for the provision of solid waste collection services, disposal services, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement.

14.12 Immigration Act of 1986

Franchisee warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of this work.

14.13 Non-Discrimination

In the performance of this Agreement, Franchisee agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, physical disability, mental condition or religion of such persons.

14.14 Public and Employee Safety

Whenever Franchisee's operations create a condition hazardous to the public or the District employees, it shall, at its expense and without cost to the District, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices, and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

14.15 Recycled Products

The District encourages Franchisee's use of recycled products.

14.16 Notices

Except as otherwise specified herein, all notices, demands, requests, proposals, approvals, consent, and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to the District: General Manager
 Cambria Community Services District
 1316 Tamson Drive, Suite 201
 P.O. Box 65
 Cambria, CA 93428-0065
 Telephone No. (805) 927-6223

If to Franchisee: Mission Country Disposal, Inc.
970 Monterey Street
San Luis Obispo, CA 93401
Telephone No. (805) 543-0875

The address to which communications are to be delivered may be changed from time to time by a notice given in accordance with this Section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) days from the date it is deposited in the mail.

14.17 Representatives of the Parties

References in this Agreement to the "the District" shall mean the Board and all actions to be taken by the District shall be taken by the Board except as provided below. The Board may delegate, in writing, authority to the District's General Manager, and/or to other District officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Franchisee may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Franchisee designates Tom Martin as a responsible corporate representative who shall serve as the representative of Franchisee in all matters related to the Agreement. The District may rely upon action taken by such designated representative as actions of Franchisee unless they are outside the scope of the authority delegated to him by Franchisee as communicated to the District.

14.18 Entire Agreement

This Agreement represents the full and entire Agreement between the parties with respect to the matters covered herein.

14.19 Section Headings

The article, section and paragraph headings in this Agreement are for convenience and reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.20 References to Laws

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

14.21 Interpretation

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

14.22 Amendment

This Agreement may not be modified or amended in any respect except by another Agreement in writing, signed by the parties.

14.23 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.24 Counterparts

This Agreement may be executed in counterparts each of which shall be considered an original.

14.25 Use of "Will"

The use of the word "will" shall be construed as interchangeable with the word "shall."

14.26 Surviving Provisions

Sections 7.8, 7.14, 10.1, 10.2, and other provisions of this Agreement so providing, shall survive termination of this Agreement.

14.27 Investigation

Franchisee has relied on its own investigations in deciding to enter into this Agreement and has not relied upon any representations of the District, its Board members, officers, directors, employees or agents.

14.28 Termination of Existing Agreements

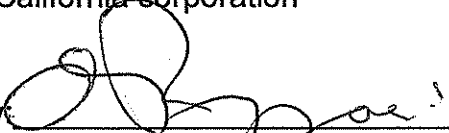
Upon execution of this Agreement, the existing agreement for refuse disposal service between the Cambria Community Services District and Mission Country Disposal, Inc., dated November 1, 1991 and extended thereto, and the interim agreement for the collection, processing, diversion and marketing of green waste and recyclable materials between the Cambria Community Services District and Mission Country Disposal, Inc., dated May 7, 2001 and extended thereto, are hereby terminated.

14.29 Compensation During Interim Period

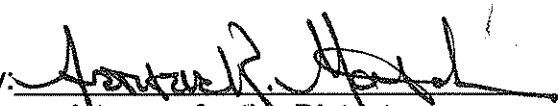
During the period from the execution of this Agreement until the Franchisee assumes responsibility for billing customers for the services provided under this Agreement, the District shall pay Franchisee the sum of \$14,999.50 per month for green waste and recycling services, and shall continue to pay Franchisee for solid waste collection services at the rates in effect as of July 1, 2001. Payments shall be prorated on a per diem basis with respect to services provided over a fractional calendar month period.

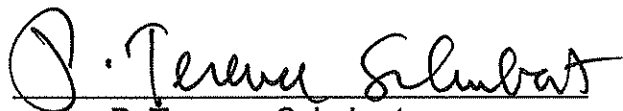
"FRANCHISEE"

MISSION COUNTRY DISPOSAL, INC.,
a California corporation

By: 
Al Rizzoli, President

APPROVED AS TO FORM:

By: 
Attorney for the District


P. Terence Schubert
Attorney for Franchisee

"DISTRICT"

CAMBRIA COMMUNITY SERVICES
DISTRICT

By: 
President

ATTEST:


District Clerk

EXHIBIT A

SCOPE OF SERVICES For Collection, Processing and Diversion of Green Waste and Recyclable Materials Within the Community of Cambria

I. Curbside Recycling Services

A. Materials to be Collected

The following materials, at a minimum, shall be collected:

- Aluminum cans
- Aluminum foil
- Aluminum food trays
- Glass bottles and jars
- Tin and steel cans
- Bi-metal cans
- Plastic products and containers #1-5 and 7
- Kraft paper bags
- Corrugated and mixed cardboard
- Egg cartons (non-styrofoam)
- Newspapers
- White or color paper
- Computer printout paper
- Phone books
- Magazines
- Junk Mail
- Waste Motor Oil

B. Recycling Containers

All single family residences, multi-family residences and commercial businesses shall use designated curbside collection containers to be provided by Franchisee. Commercial collection shall be subject to collection procedures as agreed to by the District's General Manager and Franchisee. Franchisee shall advise in writing all customers of the availability of collection containers. In the event any container is damaged, it shall be recycled by Franchisee. Stolen or damaged containers shall be replaced at no charge to customers or the District. Franchisee, upon approval of the District's General Manager, may limit replacement of containers, or charge a fee for the container, if a customer abuses the free replacement policy. Recycling containers shall have a highly visible label that provides Franchisee's name and phone number, a space for the resident's address, as well as a large recycling logo for easy identification. A separate designated container for used motor oil shall be provided to residents upon request. Customers shall only use containers provided by Franchisee.

C. Curbside Collection Procedures

1. Collection shall take place once a week on regular solid waste collection days. All materials shall be collected, co-mingled. Residential customers shall be required to have their containers set out by 7:30 a.m. on their designated days.
2. Franchisee shall agree to service all residential accounts within the District boundaries currently receiving residential solid waste collection and all publicly owned or operated facilities. Commercial collection shall be in accordance with the program approved by District's General Manager and Franchisee.

D. Commercial Collection

Franchisee shall maintain existing service to all commercial customers currently enrolled in the District's modified commercial curbside collection program.

E. Waste Motor Oil Collection

Those customers requiring waste motor oil collection shall be required to use only those containers supplied by Franchisee. Waste motor oil collection shall be limited to two and one-half (2½) gallons per month per customer. Contractor shall seek grant funding during the term of this Franchise to establish a community waste oil collection site in cooperation with a local service station or other appropriate business.

II. Green Waste

A. Collection Procedures

1. Franchisee shall provide weekly residential pick-up of green waste. Materials to be picked up at the curbside shall include: tree trimmings, brush, plant and grass trimmings and other wood and plant fibers.
2. Franchisee shall agree to service all accounts within the District boundaries currently receiving residential refuse collection.
3. Franchisee shall furnish appropriate green waste containers. Plastic bags are not acceptable containers and may not be used for green waste collection.
4. All green waste must be placed in containers provided by Franchisee.

B. Diversion of Green Waste

Green waste collected under this recycling contract shall not be transported to, recycled or disposed at any facility outside of San Luis Obispo County.

CAMBRIA COMMUNITY SERVICES DISTRICT

**SINGLE FAMILY and MULTI-UNIT RESIDENTIAL (4 units or less)
VOLUME-BASED RATES**

ECONOMY RATE

\$13.24	per month for one 32 gallon wastewheeler container collected once each week
---------	---

STANDARD RATE

\$26.48	per month for one 64 gallon wastewheeler container collected once each week
---------	---

PREMIUM RATE

\$39.72	per month for one 96 gallon wastewheeler container collected once each week
---------	---

SERVICE AWAY FROM THE STREET CURB

\$6.00	per month in addition to above service level
--------	--

EXTRA CHARGES

\$6.62	EXTRA GARBAGE	additional charge per 33 gallon can or equivalent volume per collection (minimum 1 can
\$6.62	OVERFILLED WASTE WHEELER	LID MUST BE FLAT
\$3.31	EXTRA RECYCLING	additional charge per 33 gallon can or equivalent volume per collection (minimum 1 can
\$3.31	EXTRA GREENWASTE	additional charge per 33 gallon can or equivalent volume per collection (minimum 1 can
\$20.00	SWITCH WASTE WHEELER SIZES MORE THAN ONCE PER 12 MONTHS	

\$35.00	per white good, couch, or hide-a-bed (once a month)
\$10.00	per mattress, boxspring, or small chair, TV, microwave

Rate Schedule for Integrated Solid Waste Services effective September 1, 2001

CAMBRIA COMMUNITY SERVICES DISTRICT

**19.85% AVERAGE ACROSS THE BOARD INCREASE-COMMERCIAL
FOR INTEGRATED SOLID WASTE ACTIVITIES
EFFECTIVE SEPTEMBER 1, 2001**

COMMERCIAL GARBAGE CANS (PER MONTH)

# of cans	COLLECTIONS PER WEEK				
	1	2	3	4	5
2 CAN	\$14.38	\$23.91	\$33.92	\$49.01	\$64.10
3 CAN	\$18.43	\$27.98	\$37.96	\$55.00	\$70.00
4 CAN	\$22.47	\$32.03	\$42.01	\$61.00	\$76.00
5 CAN	\$26.52	\$36.00	\$46.05	\$68.00	\$82.00
6 CAN	\$30.56	\$40.12	\$50.10	\$74.00	\$88.00

Additional charge per can per collection: \$6.62

COMMERCIAL DUMPSTER CONTAINERS (PER MONTH)

Size of container (cubic yards)	COLLECTIONS PER WEEK				
	1	2	3	4	5
1	\$44.46	\$66.37	\$90.22	\$113.22	\$136.09
1.5	\$56.41	\$92.25	\$115.66	\$153.66	\$191.94
2	\$64.39	\$112.18	\$158.02	\$204.02	\$246.94
3	\$82.75	\$155.39	\$227.80	\$303.80	\$389.80

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

UNSCHEDULED EXTRA COLLECTIONS FOR COMMERCIAL CUSTOMERS

\$14.00	1 cubic yard (minimum charge)
\$21.00	1.5 cubic yards
\$28.00	2 cubic yards
\$42.00	3 cubic yards

Rate Schedule for Integrated Solid Waste Services effective September 1, 2001

LATE FEE IS \$5 PER MONTH OR 18% PER ANNUM WHICHEVER IS GREATER

CAMBRIA COMMUNITY SERVICES DISTRICT

**RATE SCHEDULE
FOR COMMERCIAL RECYCLING ACTIVITIES**

**COMMINGLED RECYCLING & CARDBOARD COLLECTION
COMMERCIAL DUMPSTER CONTAINERS (PER MONTH)**

Size of container (cubic yards)	COLLECTIONS PER WEEK				
	1	2	3	4	5
1	INCLUDED	\$16.59	\$22.56	\$28.31	\$34.02
1.5	INCLUDED	\$23.06	\$28.92	\$38.42	\$47.99
2	INCLUDED	\$28.05	\$39.51	\$51.01	\$61.74

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

WHITE OFFICE PAPER COLLECTION

White office paper can be commingled with other recycling in your blue waste wheeler.

STYROFOAM COLLECTION

Styrofoam is no longer collected for recycling. It should be thrown away as trash.

Rate Schedule for Integrated Solid Waste Services effective September 1, 2001



RESOLUTION 19-2002
DATED: APRIL 25, 2002
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING THE ASSIGNMENT OF THE SOLID WASTE, RESIDENTIAL
CURBSIDE RECYCLING AND GREEN WASTE COLLECTION FRANCHISE
AGREEMENTS TO WASTE CONNECTION, INC.

WHEREAS, the public health and safety demand the orderly and periodic collection and disposal of solid waste from properties with the Cambria Community Services District; and

WHEREAS, Mission Country is the holder of three exclusive franchise agreements to provide solid waste (Ordinance No. 02-2001), residential curbside recycling (Ordinance No. 02-2001) and green waste collection (Ordinance No. 02-2001), transportation and disposal services to the Cambria Community Services District hereinafter referenced as Franchise Agreements; and

WHEREAS, by a letter dated January 16, 2002, MISSION COUNTRY notified the Cambria Community Services District that MISSION COUNTRY had entered into a purchase agreement with Waste Connections, Inc. (WCI) to transfer all of its operations upon consummation of the transaction to WCI; and

WHEREAS, the transaction constitutes an assignment within the meaning of Article 13 of the Franchise Agreements; and

WHEREAS, Article 13 of the Franchise Agreements with Mission Country requires the prior written consent of the Cambria Community Services District to allow Mission Country to assign the Franchise Agreements to WCI; and

WHEREAS, Mission Country and WCI have requested the Cambria Community Services District to consent to the assignment; and

WHEREAS, Mission Country and WCI have fulfilled the requirements of Article 13 of the Franchise Agreements; and

THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cambria Community Services District that the Cambria Community Services District consents to the assignment of the Solid Waste, Residential Curbside Recycling and Green

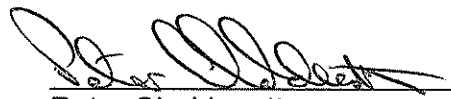
Waste Franchise Agreements from Mission Country to WCI subject to the following conditions:

1. Assignee shall agree to be bound by each and all requirements of Article 4, Sections A – C of the Cambria Community Services District Charter.
2. Upon the consummation of the transaction between Mission Country and WCI, WCI accepts the franchise obligations contained in the Solid Waste, Residential Curbside Recycling and Green Waste Franchise Agreements.
3. The assignment herein shall not become effective until WCI accepts in writing the conditions of this resolution and the franchise obligations contained in the Franchise Agreements. Such acceptance shall be filed with the Cambria Community Services District Clerk within ten (10) days after the date of the approval of this resolution consenting to the Franchise Agreements assignment.

On the motion of Director May, seconded by Director Funk and the following vote, to wit:

AYES: 5
NOES: 0
ABSENT: 0

Resolution No. 19-2002 is hereby adopted.


Peter Chaldecott
President, Board of Directors

ATTEST:


Kathy Choate, District Clerk

ATTACHMENT "A" TO Resolution No.19-2002

Assignment of Mission Country's Solid Waste, Residential Curbside Recycling and
Green Waste Collection Franchise Agreement to Waste Connections, Inc.

The following changes shall occur to the existing contract:

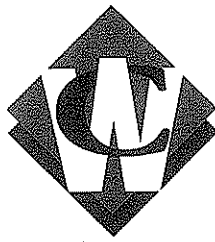
Article 6. Collection Services Standards

6.1.2 Vehicles

C. Condition

1. Last sentence changed to read :

Franchisee shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the *California Highway Patrol upon vehicle and vehicle log inspections.*



WASTE CONNECTIONS INC.
Connect with the Future®

April 26, 2002

Re: ACCEPTANCE OF CONDITIONS OF RESOLUTION AND FRANCHISE AGREEMENTS

THE UNDERSIGNED, as assignee, through the purchase of all of the capital stock of Mission Country Disposal, a California Corporation ("MCD"), of those certain Franchise Agreements (the "Agreements") between the Cambria Community Services District ("the District") and MCD, which Agreements are more fully described in Resolution No. 19-2002, hereby:

1. Accepts the conditions of Resolution No.19-2002 of the District, adopted on April 25, 2002; and
2. Accepts the franchise obligations contained in the Agreements;

all subject only to completion of the purchase of all MCD's capital stock by the undersigned.

Waste Connections, Inc.
a Delaware corporation

By: 
Ronald J. Mittelstaedt
President and CEO

**FIRST AMENDMENT TO FRANCHISE AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES
BETWEEN THE CAMBRIA COMMUNITY SERVICES DISTRICT
AND WASTE CONNECTIONS, INC. D/B/A MISSION COUNTRY DISPOSAL**

This First Amendment to Franchise Agreement for Integrated Solid Waste Management Services (“Amendment”) is made and entered into as of the 27th day of May, 2010 by and between the Cambria Community Services District, a political subdivision of the State of California (hereinafter “CCSD”) and Waste Connections, Inc. d/b/a Mission Country Disposal, Inc., a California corporation (hereinafter “Franchisee”).

RECITALS

This Amendment to Agreement is entered into with reference to the following:

1. On July 27, 2001 the CCSD and Franchisee entered into a Franchise Agreement (hereinafter “Agreement”) for the provision of collection, processing, diversion and disposal of solid waste, green waste and recyclable materials from properties subject to the jurisdiction of the CCSD, which Agreement was for a term of ten (10) years, expiring on September 1, 2011.
2. The Agreement was subsequently assigned to Waste Connections, Inc., which acquired all of the capital stock of Mission Country Disposal, Inc. (reference CCSD Resolution 19-2002), and provides that the CCSD Board may elect to renew the Agreement at any time prior to the end of the term of the Agreement.
3. Franchisee requested that the term of the Agreement be extended to provide for a fifteen (15) year term based upon the costs and financing related to the Cold Canyon Landfill expansion, and also the upgrading of its truck fleet to reduce emissions through the use of CNG powered garbage trucks. Franchisee has indicated that it has secured fifteen (15) year agreements with other public entities including: City of Arroyo Grande; Avila Beach CSD; Cayucos Sanitary District; County of San Luis Obispo; City of Grover Beach; Los Osos CSD; City of Morro Bay; Nipomo CSD; and City of Pismo Beach.
4. The Cold Canyon Landfill currently has only two and one half years of capacity, and the expansion project will provide thirty (30) years of future disposal capacity and enhanced and improved recycling facilities, which will be of great benefit to the CCSD and its citizens. Moreover, facilitating the financing of these improvements by providing a longer term for cost recovery will reduce the impact of such costs and improvements on rates and the concomitant burden in ratepayers.
5. Based upon the foregoing, the Board of Directors has determined that it is appropriate to extend the term of the Agreement to provide for the requested fifteen (15) year term.

NOW, THEREFORE, and in consideration of the mutual promises herein contained, it is hereby agreed by and between the CCSD and Franchisee as follows:

1. Section 3.2 of Article 3 of the Agreement is hereby amended to read as follows:

3.2 Term.

The term of this Agreement shall be fifteen (15) years, commencing at 12:01 a.m., June 1, 2010 and expiring at midnight May 31, 2025, subject to extension as provided in Section 3.3 (Option to Extend).

2. Section 9.7 is hereby added to Article 9 of the Agreement, to read as follows:

9.7 Proposition 218.

Franchisee and CCSD acknowledge that some of the rates described herein may be currently subject to the requirements of Proposition 218, and as such, Franchisee shall be required to provide any and all services and pay for all costs necessary in CCSD's compliance with the requirements of Proposition 218, as determined by CCSD in its sole discretion.

3. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, CCSD and Franchisee have executed this Amendment as of the day and year first above written.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

**WASTE CONNECTIONS, INC. D/B/A
MISSION COUNTRY DISPOSAL**

By: _____
Tammy A. Rudock
General Manager

By: _____
Name: Ronald J. Mittelstaedt
Title: Chief Executive Officer

Approved as to Form:

Timothy J. Carmel, District Counsel

**RESOLUTION NO. 21-2010
MAY 27, 2010**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA
COMMUNITY SERVICES DISTRICT AUTHORIZING FIRST AMENDMENT TO
FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE
MANAGEMENT SERVICES BETWEEN THE CAMBRIA COMMUNITY
SERVICES DISTRICT AND WASTE CONNECTIONS, INC. DBA MISSION
COUNTRY DISPOSAL, INC.**

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize the first amendment to Franchise Agreement for Integrated Solid Waste Management services between CCSD and Waste Connections, Inc., d/b/a Mission Country Disposal, Inc.
2. Authorize the CCSD General Manager to sign said Agreement.

PASSED AND ADOPTED this 27th day of May, 2010.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.C.**

FROM: Tammy Rudock, General Manager

Meeting Date: May 27, 2010

Subject: Consider Adoption of Resolution
22-2010 Approving Agreement between
CCSD and Brad Clark

RECOMMENDATIONS:

Adopt Resolution 22-2010 approving agreement between the CCSD and Brad Clark.

FISCAL IMPACT

Fees paid by Brad Clark: \$1,100 Administrative fee for Board consideration/action
\$1,200 Legal fees for developing agreement

BACKGROUND:

The CCSD entered into the attached agreement with Brad Clark (Clark) and People's Self-Help Housing, Inc. (PSHH), on May 27, 2005. The agreement achieved the following:

- § A reduction in current/future demand for water and sewer service;
- § Affordable housing opportunities within Cambria;
- § Opportunities for permanent lot retirements from future development; and
- § Permanent open space.

That was accomplished by:

- § Clark conveyed Schoolhouse Lane property to PSHH with a conservation easement on approximately 4 acres of the property for open space;
- § PSHH agreed to construct 40 units of affordable housing;
- § PSHH agreed to the dedication and conservation easement on approximately 4 acres of the property into permanent open space;
- § CCSD agreed to recognize Clark's one MFR (Multi-Family Residential) EDU (Equivalent Dwelling Unit) on the Schoolhouse Lane property as a SFR (Single Family Residential) EDU and allowed for its transfer within 5 years of the date of the agreement to a residential property;
- § CCSD agreed to allow Clark's transfer of the .72 Commercial EDU from the Schoolhouse Lane property to another commercial property within 5 years from the date of the agreement.
- § CCSD agreed to authorize the conversion of 3 MFR EDUs from his Ardath/Green property to 3 SFR EDUs and transfer to residential property within 5 years of the date of the agreement.
- § Clark is required to retire one lot for each transfer per CCSD policy.

All of Clark's EDUs are classified as existing commitments and billed bi-monthly water and sewer charges per CCSD policy.

DISCUSSION:

Brad Clark has requested an additional 3 years to complete the transfer of one SFR EDU (from his Ardath/Green property) and .72 Commercial EDU as outlined above and described within the 2005 agreement. (Reference Brad Clark's 4/21/10 letter attached.) To date, Clark has completed 3 out of the 5 EDU transfers from the 2005 agreement. Related lot retirements have been made concurrent with the transfers.

Moreover, Clark's request is reasonable particularly in light of the current market and economical challenges. The attached proposed agreement allows for Clark to have 3 additional years to accomplish these remaining transfers. Staff further recommends that since the Schoolhouse Lane property is owned by PSHH, and because Clark does not own any commercial property, the .72 Commercial EDU shall be tracked on CCSD property on Main Street (Interim Dog Park). This tracking mechanism has been approved in the past (e.g., Bahrings and Granville Homes). It is merely administrative and for CCSD's tracking efficiency.

PSHH is not involved in the proposed agreement since it does not have an ownership interest in any of the EDUs.

Attachments: 5/27/05 Agreement among CCSD, Clark, and PSHH
 Clark 4/21/10 Letter Request
 Proposed Agreement between the CCSD and Clark
 Resolution 22-2010

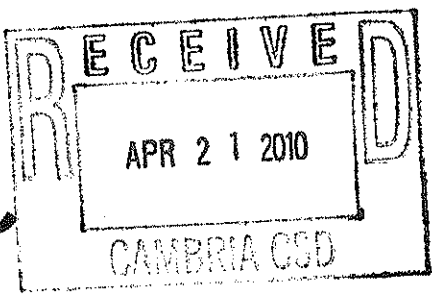
BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___



4.21.10

Brad Clark



BUILDER
CAL. LICENSE 351154

POST OFFICE BOX 52 CAMBRIA, CA 93428 805 927-8150

*Tammy Ruxock
General Manager
Cambria Community Services District*

RE: REQUEST FOR AGREEMENT EXTENSION

*As per your letter dated April 9, 2010 I am
requesting the agreement to be extended
for a term of 3 years, all other conditions
to remain the same. I have inclosed a
check for the \$1,200⁰⁰ that you requested
to process the request.*

Sincerely

Brad Clark

AGREEMENT

This agreement is by and between the Cambria Community Services District, a special district, hereinafter "CCSD", created and operating under the laws of the State of California and Brad Clark, a single individual, and Peoples Self Help Corporation, a California nonprofit corporation, who possesses real property, described in "Exhibit A", hereinafter "PROPERTY" within the jurisdictional boundaries of the CCSD, hereinafter "OWNERS".

WHEREAS, the General Manager is empowered to enter into agreements pursuant to Chapter 8.04 to transfer existing water commitments if it is in the best interests of the CCSD; and

WHEREAS, OWNERS possesses water commitments that they desire to transfer to other suitable locations within the CCSD's boundaries: and

WHEREAS, this transaction will accomplish some or all of the following purposes: reduce current or future demand for water and sewer service, provide affordable housing opportunities, permanently retire lots from future development, and provide for permanent open space.


Now, Therefore, in consideration of the mutual covenants contained herein the CCSD and the OWNERS agree to the following:

1. If OWNERS convey the PROPERTY to Peoples Self Help Corporation within 30 days from the date of this agreement, CCSD will recognize an EDU existing on the PROPERTY as a residential EDU and allow OWNERS to move this existing EDU to a residential receiver property within five years from the date of this agreement. To receive water service from the CCSD, the OWNER and Peoples Self Help Corporation will agree to not construct over 40 residential or other units on the property and dedicate approximately 4 acres of this property's area to permanent open space.
2. In addition, the CCSD will authorize the transfer of three multi-family water commitments from the Ardath/Green site and the PROPERTY to single-family residential property within five years from the date of this agreement. CCSD will also allow the transfer of the existing residential EDU from the PROPERTY and allow the OWNERS to transfer the Commercial .72 EDU to another commercial property within five years from the date of this agreement. OWNERS are required to retire one lot for each transfer as required in the CCSD's Ordinances.
3. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.
5. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of San Luis Obispo, State of California.
6. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.
7. Severability. The provisions of this agreement are severable. If a court of competent jurisdiction holds any part of this agreement invalid, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
8. This agreement may be recorded in the title of the PROPERTY.

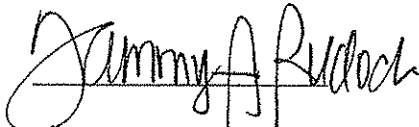
IN WITNESS WHEREOF, the parties execute this agreement on May 27, 2005.

OWNERS



Brad Clark

CCSD



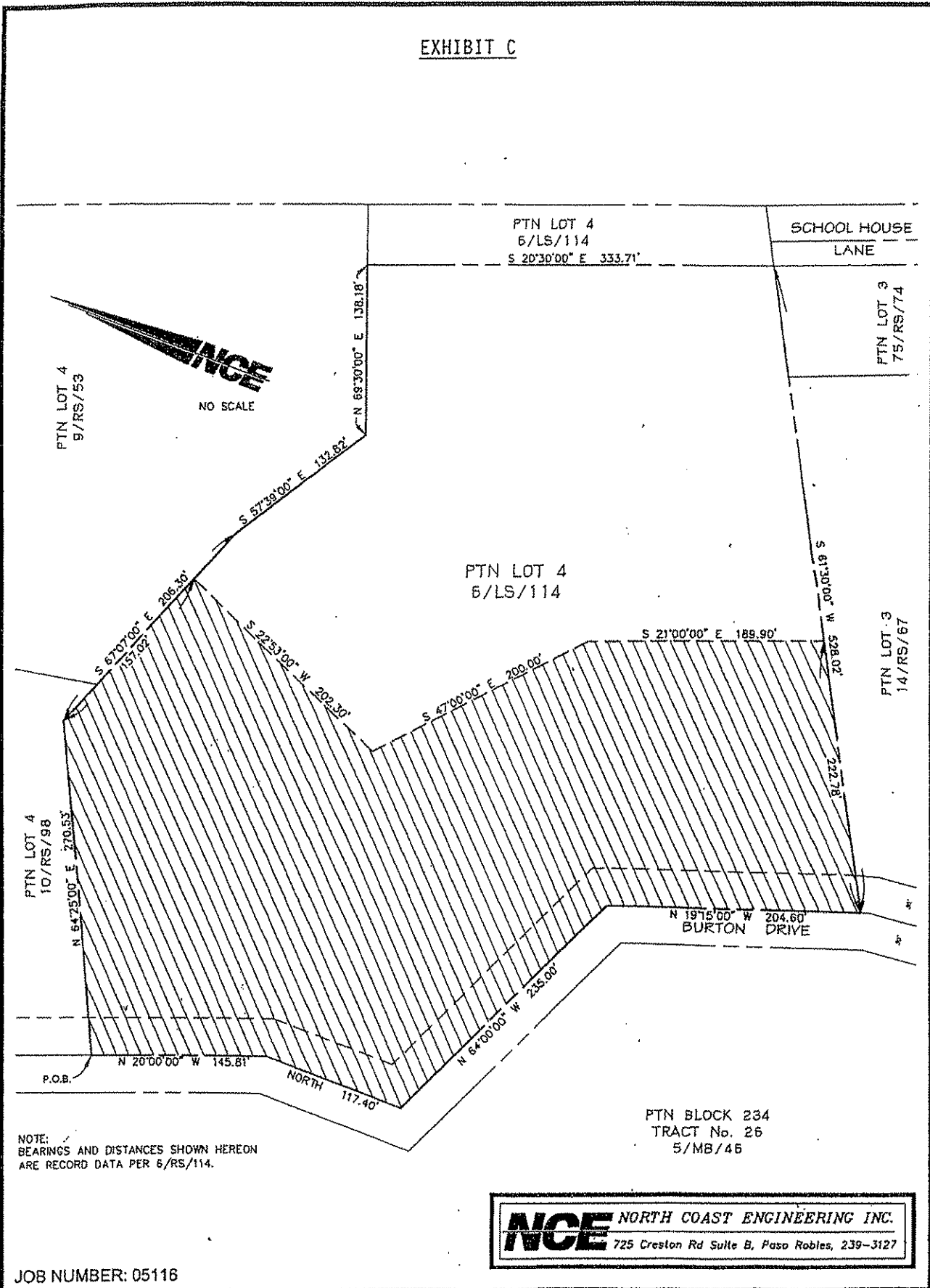
Tammy Rudock
General Manager

OWNERS

PEOPLES SELF HELP CORPORATION

BY:

EXHIBIT C



AGREEMENT

This Agreement ("Agreement") is made this 27 day of May, 2010 by and between the Cambria Community Services District, a special district ("CCSD"), and Brad Clark, an individual ("Clark").

RECITALS

WHEREAS, CCSD is a special district that provides residents within its jurisdictional boundaries with water and sewer services, among other municipal operations;

WHEREAS, Clark owns certain real property described as APN Nos. 024-071-061 and 024-071-063 (the "Clark Property") a/k/a Ardath/Green property, which is located within the boundaries of CCSD's service area; and

WHEREAS, People's Self-Help Housing, Inc. ("PSHH"), owns certain real property described as APN No. 013-151-034 (the "PSHH Property"), a/k/a Schoolhouse Lane property, which is also located within the boundaries of CCSD's service area; and

WHEREAS, on May 27, 2005, CCSD, Clark, and PSHH entered into an agreement (the "2005 Agreement") authorizing, among other things, Clark to transfer one (1) single family water commitment from the PSHH Property (formerly owned by Clark) to single family residential property and to transfer the .72 Commercial EDU commitment from the PSHH Property to another commercial property, within five (5) years of the date of the 2005 Agreement; and

WHEREAS, the 2005 Agreement further authorizes Clark to transfer three (3) single family water commitments from the Clark Property to other residential property; and

WHEREAS, the 2005 Agreement expires on May 27, 2010 and to date, one (1) of the four (4) Clark single family water commitments and the .72 Commercial EDU have not been transferred; and

WHEREAS, the parties find that it is in the best interest of all to authorize an additional three (3) years for Clark to transfer the one (1) single family water commitment and .72 Commercial EDU, based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and other valuable consideration, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Transfers.
 - a. Clark is authorized to transfer the remaining single family water commitment from the Clark Property to a single family residential property within three (3) years from the

date of this Agreement, or by May 27, 2013. Clark shall retire one lot to perfect such transfer in accordance with CCSD policy.

- b. Since Clark no longer owns the Schoolhouse Lane property (PSHH Property), Clark's .72 Commercial EDU shall be administratively transferred and tracked on property owned by the CCSD on Main Street—Interim Dog Park (CCSD Property) identified by APN 013.151.045.
- c. Clark is authorized to transfer the .72 Commercial EDU from the CCSD Property to another commercial property within three (3) years from the date of this Agreement, or by May 27, 2013. Clark shall retire one lot to perfect such transfer in accordance with CCSD policy.

3. Miscellaneous:

- a. This Agreement constitutes the entire agreement between the parties. All other agreements and/ or understandings are hereby incorporated herein by this reference.
- b. All modifications, amendments or waivers of the terms of this Agreement shall be in writing and signed by the appropriate representatives of the parties.
- c. If either party commences an action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal costs from the losing party.
- d. Clark shall indemnify and hold CCSD harmless from and against, any loss, claim or liability, including payment of attorney's fees and costs, arising out of or in any way related to the authorizations set forth in this Agreement.
- e. This Agreement shall be interpreted in accordance with the laws of the State of California. Jurisdiction and venue of all disputes over the terms of this Agreement shall be in the County of San Luis Obispo, California.
- f. Failure to enforce with respect to a default shall not be construed as a waiver.
- g. The provisions of this Agreement are severable. If a court of competent jurisdiction holds any part of this Agreement invalid, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.
- h. This Agreement may be recorded in the official records of San Luis Obispo County.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first stated above.

CAMBRIA COMMUNITY SERVICES DISTRICT

BY: _____

Tammy A. Rudock
General Manager

Brad Clark

RESOLUTION 22-2010

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA
COMMUNITY SERVICES DISTRICT APPROVING
AGREEMENT BETWEEN CCSD AND BRAD CLARK**

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approves the Agreement with Brad Clark authorizing three (3) years, until May 27, 2013, to transfer one (1) single family residential EDU to a residential property and .72 Commercial EDU to a commercial property, and retire lots in accordance with these transfers and CCSD policy; and
2. Authorizes the CCSD General Manager to sign said Agreement.

PASSED AND ADOPTED this 27th day of May, 2010.

Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.D.**

FROM: Tammy Rudock, General Manager
Bob Gresens, District Engineer

Meeting Date: May 27, 2010

Subject: Consider Adoption of Resolution
26-2010 Authorizing a Loan from
General Fund Reserves to the Water
Fund for Completion of the
Environmental Review Process for a
New Stuart Street Tank and Rodeo
Grounds Pump Station Replacement
and Amend RBF Consulting
Agreement to Extend Term to
June 30, 2012

RECOMMENDATIONS:

1. Adopt Resolution 26-2010 authorizing a loan from General Fund reserves to the Water Fund in an amount not to exceed \$17,000, without further Board approval, for completion of the environmental review process for a new Stuart Street Tank and Rodeo Grounds Pump Station replacement.
2. Amend October 25, 2006 agreement with RBF Consulting to extend term to June 30, 2012

FISCAL IMPACT

Approximately \$17,000 would be borrowed from the General Fund reserves and ultimately be repaid from the Water Fund.

DISCUSSION:

This additional out of scope work authorization request was developed in anticipation of future repairs at the Fiscalini water tank, which serves the next upper tier of pressure zones (i.e., pressure zones 3 and 4) above the Stuart Street tanks. Due to the level of corrosion experienced on the Fiscalini water tank, it is likely to need structural steel plate replacements in addition to its planned painting (see attached Fiscalini tank project summary with photo). To complete steel repairs of this magnitude, it will become necessary to remove the existing Fiscalini tank from service. Because there is only one Fiscalini water tank serving its corresponding pressure zones, temporary tanks and related piping would likely be required to complete its repair and painting. With this future need in mind, a concept to move the smaller Stuart Street tank up and onto the Fiscalini tank site was developed. By moving the smaller Stuart Street tank to the Fiscalini tank site, it would be able to serve the upper pressure zones while the existing and larger Fiscalini tank is removed from service, repaired, and painted. It would then be left at this site where it could be used in parallel with the existing Fiscalini tank.

An added benefit from moving the smaller Stuart Street tank up to the Fiscalini site is the larger area which results for locating a new Stuart Street tank and its associated construction staging areas. This approach could also lessen the potential visual impacts to the house that backs up

to the tree nursery area. The attached figures further illustrate this concept. Because such an approach was never in the scope of work initially proposed on by RBF Consulting, additional consulting fees would be needed. RBF has indicated that approximately \$17,000 in fees is needed to cover such an approach within the environmental clearance documents. The environmental clearance process would further define and evaluate this concept as a project alternative. Following the environmental clearance process, the alternative could then be carried forward through design and ultimately bid.

An extension to the October 26, 2006 agreement with RBF Consulting is estimated at June 30, 2012 to allow for completion of the design, as well as bid period services, which are part of the existing agreement. The exact timing for such services will be subject to future project funding.

Attachments:

- Resolution 26-2010
- DRAFT tank layout figures – Fiscalini and Stuart Street tank sites

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___



RESOLUTION 26-2010

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING A LOAN FROM GENERAL FUND RESERVES TO THE WATER FUND
FOR COMPLETION OF THE ENVIRONMENTAL REVIEW PROCESS FOR A
NEW STUART STREET TANK AND RODEO GROUNDS PUMP STATION REPLACEMENT
AND AMEND RBF CONSULTING AGREEMENT

WHEREAS, on October 1, 2009 CCSD Board Resolution 47-2009 approved capital expenditures for completion of environmental review process for Stuart Street Tank No. 3 and Rodeo Grounds Pump Station Replacement projects; and

WHEREAS, Resolution 47-2009 authorized a loan from General Fund reserves to the Water Fund in an amount not to exceed \$30,000, without further Board approval, for completion of the environmental review process for Stuart Street Tank No. 3 and Rodeo Grounds Pump Station replacement projects; and

WHEREAS, further development of a project alternative, not in the original scope of work, may facilitate pending repairs at the Fiscalini Tank; and

WHEREAS, an extension to the October 26, 2006 agreement with RBF Consulting is estimated at June 30, 2012 to allow for completion of the design, as well as bid period services, which are part of the existing agreement.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize a loan from General Fund reserves to the Water Fund in an amount not to exceed \$ 17,000, without further Board approval, for RBF Consulting to develop an alternative to the Stuart Street Tank Project that would include moving an existing 125,000 gallon Stuart Street Tank to the Fiscalini Tank site; and
2. Said Tank alternative would be described and included within the Stuart Street Tank project environmental clearance documentation and review process to allow for its subsequent inclusion into the project as an alternative; and
3. The October 26, 2006 agreement with RBF Consulting, *Time for Performance*, is extended to June 30, 2012.

PASSED AND ADOPTED THIS 27th day of May 2010.

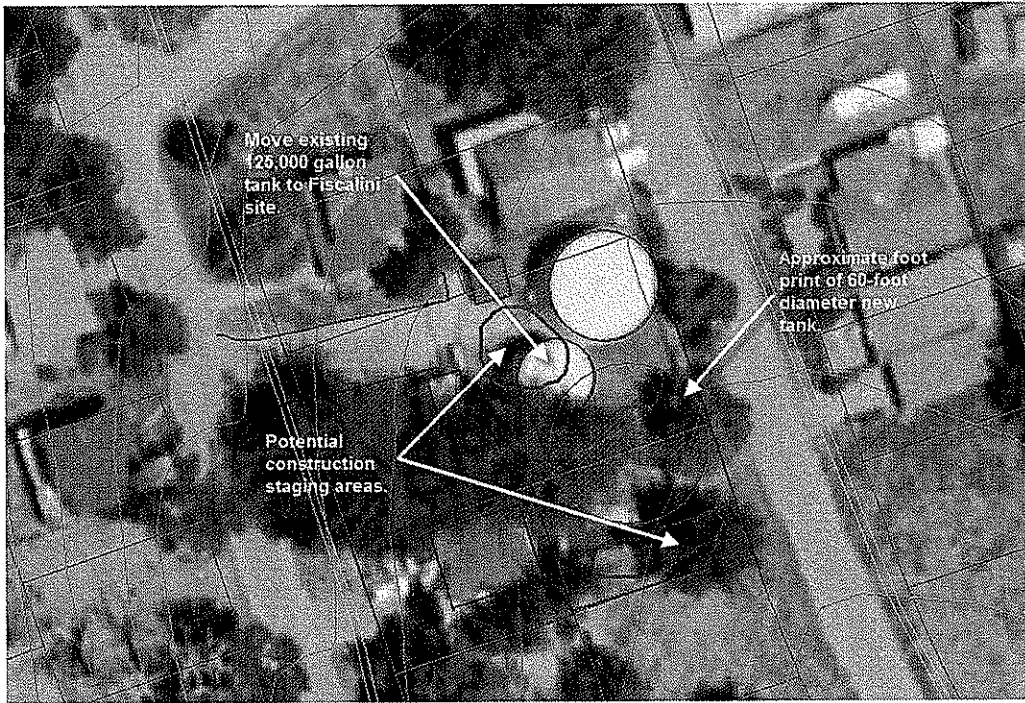
Gregory W. Sanders, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

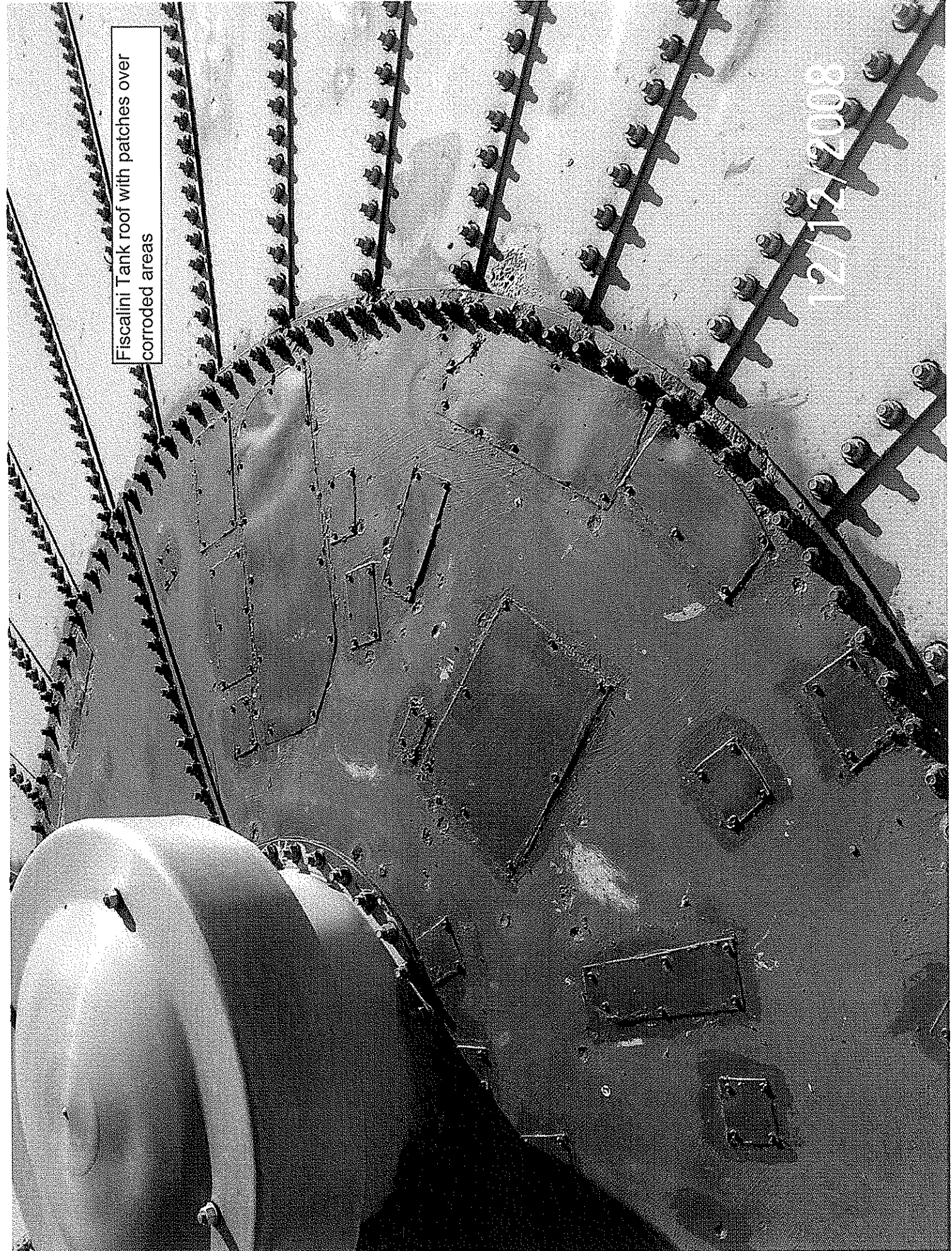
Tim Carmel
District Counsel





Fiscalini Tank roof with patches over
corroded areas

12/12/2008



CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.E.**

FROM: Tammy Rudock, General Manager
Alleyne LaBossiere, CPA, Finance Manager

Meeting Date: May 27, 2010 Subject: Receive Draft FY 2010/2011 CCSD
Operating Budget

RECOMMENDATIONS:

Receive DRAFT FY 2010/2011 Operating Budget and presentation, and provide direction to staff.

FISCAL IMPACT

The FY 2010/2011 CCSD Operating Budget establishes the CCSD’s plan for total anticipated operating revenues and expenditures as follows:

<i>FUNDS(S)</i>	<i>TOTAL REVENUES</i>	<i>TOTAL EXPENDITURES</i>
Water Enterprise Fund	\$1,778,932	\$1,758,965
Wastewater Enterprise Fund	\$1,962,300	\$1,960,664
Governmental Funds	\$3,761,011	\$3,733,586

DISCUSSION:

Attached is the DRAFT FY 2010/2011 Operating Budget for review. Key assumptions and highlights were not completed in time for advance publication. Staff will make a presentation during the meeting.

Attachments: DRAFT FY 2010/2011 CCSD Operating Budget

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS ___ SANDERS ___ CLIFT ___ CHALDECOTT ___ DE MICCO ___ MAC KINNON ___

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
ALL FUNDS/DEPARTMENTS
DRAFT**

DESCRIPTION	FISCAL YEAR				INCREASE/(DECREASE)	
	FISCAL YEAR 2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	FISCAL YEAR 2009-2010 ESTIMATED	FISCAL YEAR 2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
WATER FUND	1,657,810	1,803,236	1,780,815	1,778,932	(1,883)	-0.1%
WASTEWATER FUND	1,712,289	1,979,407	1,960,987	1,962,300	1,313	0.1%
FIRE DEPARTMENT-GENERAL FUND	1,887,961	1,766,911	1,830,827	1,678,522	(152,305)	-8.3%
ADMINISTRATION-GENERAL FUND	1,622,418	1,423,756	1,428,829	1,452,065	23,236	1.6%
FACILITIES AND RESOURCES-GENERAL FUND	450,644	447,362	451,684	459,001	7,317	1.6%
PARKS AND RECREATION-GENERAL FUND	155,152	76,245	76,834	42,586	(34,248)	-44.6%
RESOURCE CONSERVATION FUND	141,551	157,849	155,538	128,838	(26,700)	-17.2%
TOTAL OPERATING REVENUE	7,627,825	7,654,766	7,685,514	7,502,244	(183,270)	-2.4%
OPERATING EXPENDITURES						
WATER FUND	1,685,078	1,776,503	1,726,997	1,758,965	31,968	1.9%
WASTEWATER FUND	1,846,902	1,932,588	1,918,453	1,960,664	42,211	2.2%
FIRE DEPARTMENT-GENERAL FUND	1,926,843	1,658,392	1,734,095	1,678,522	(55,573)	-3.2%
ADMINISTRATION-GENERAL FUND	1,509,257	1,397,071	1,389,366	1,423,815	34,449	2.5%
FACILITIES AND RESOURCES-GENERAL FUND	460,022	463,923	466,197	459,001	(7,196)	-1.5%
PARKS AND RECREATION-GENERAL FUND	71,831	43,571	43,577	36,586	(6,991)	-16.0%
RESOURCE CONSERVATION FUND	146,258	147,760	148,106	135,662	(12,444)	-8.4%
TOTAL OPERATING EXPENDITURES	7,646,191	7,419,808	7,426,790	7,453,214	26,424	0.4%
OPERATING REVENUE LESS EXPENDITURES	(18,366)	234,958	258,724	49,030	(209,694)	-81.0%
NET TRANSFERS	18,366	(234,958)	(258,724)	(49,030)	209,694	-81.0%
NET RESULTS OF OPPORATIONS	0	0	0	0	0	

NOTES:

- 1). As this is an Operating Budget only, Capital Revenue (including Standby Availability and Connection Fees) and Capital Expenditures (including capitalized personnel costs estimated at \$150,474) are not shown.
- 2). Retiree benefit costs (estimated at \$239,224) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS, but are not included in Allocated Overhead.
- 3). The large majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
ALL FUNDS/DEPARTMENTS
DRAFT**

DESCRIPTION	FISCAL YEAR				INCREASE/(DECREASE)	
	FISCAL YEAR	2009-2010	FISCAL YEAR	FISCAL YEAR	FROM FY 2009-2010	
	2008-2009	BUDGETED	2009-2010	2010-2011	ESTIMATED	%
	ACTUAL	MID-YEAR	ESTIMATED	PROPOSED	AMOUNT	
OPERATING REVENUE						
UTILITY SALES	3,291,840	3,292,837	3,254,778	3,254,778	0	0.0%
UTILITY SALES-9.75% WATER/15% SEWER INCREASES	0	411,352	406,904	406,904	0	0.0%
PROPERTY TAX & PROP 1A SECURITIZATION	1,953,096	1,891,126	1,911,126	1,872,903	(38,223)	-2.0%
ADMINISTRATIVE SERVICES CHARGES	1,223,445	1,156,095	1,156,095	1,157,615	1,520	0.1%
FIRE SUPPRESSION BENEFIT ASSESSMENT	387,873	387,621	388,621	396,005	7,384	1.9%
REMODEL/IN LIEU FEES/TRANSFER EDUs	54,400	87,200	89,864	54,500	(35,364)	-39.4%
WEED ABATEMENT/FUEL REDUCTION	57,315	67,848	67,848	60,000	(7,848)	-11.6%
INTEREST INCOME	90,009	29,209	27,209	30,638	3,429	12.6%
ASSIGN/EXTENSION/ACCT SERVICE FEES	72,665	138,287	135,298	137,500	2,202	1.6%
SERVICE FEES	75,307	6,050	6,695	6,150	(545)	-8.1%
FRANCHISE FEES	67,884	67,857	67,857	68,000	143	0.2%
FACILITY RENTS	25,235	19,000	17,741	16,500	(1,241)	-7.0%
MUTUAL AID REIMBURSEMENT/FEES	97,750	24,504	24,004	3,500	(20,504)	-85.4%
GRANT REVENUE	194,225	24,523	74,623	0	(74,623)	-100.0%
SALE OF SURPLUS EQUIPMENT	0	11,000	11,000	0	(11,000)	-100.0%
FROM RESTRICTED RESERVES	0	0	0	8,000	8,000	N/A
OTHER	36,781	40,257	45,850	29,250	(16,600)	-36.2%
TOTAL OPERATING REVENUE	7,627,825	7,654,766	7,685,514	7,502,244	(183,270)	-2.4%
OPERATING EXPENDITURES						
SALARIES & WAGES	2,421,556	2,300,894	2,314,044	2,300,719	(13,325)	-0.6%
PAYROLL TAXES & BENEFITS	1,578,829	1,316,395	1,317,648	1,467,482	149,834	11.4%
INSURANCE/CLAIMS/BAD DEBT	86,276	71,705	62,488	66,500	4,012	6.4%
MAINTENANCE & REPAIRS	302,018	317,264	345,406	370,000	24,594	7.1%
MAJOR MAINTENANCE	0	155,000	107,399	157,000	49,601	46.2%
SLUDGE HAULING	61,200	60,000	57,685	65,000	7,315	12.7%
OFFICE SUPPLIES & EQUIPMENT	97,251	59,919	53,548	52,700	(848)	-1.6%
GOVERNMENT FEES, DUES,PUBLICATIONS	169,414	141,529	133,888	143,100	9,212	6.9%
UTILITIES	390,232	401,147	394,755	389,824	(4,931)	-1.2%
PROFESSIONAL SERVICES	297,290	329,791	314,489	277,180	(37,309)	-11.9%
FUEL HAZARD CONTRACT	29,211	34,707	34,707	30,000	(4,707)	-13.6%
DISTRICT OFFICE RENT	50,914	42,365	42,428	38,186	(4,242)	-10.0%
LEASE-WELL SITE & EQUIPMENT	30,709	29,768	29,768	33,800	4,032	13.5%
OPERATING SUPPLIES & EQUIPMENT	169,494	114,501	119,102	125,750	6,648	5.6%
GRANT EXPENDITURES	0	0	61,711	9,031	(52,680)	-85.4%
TRAINING & TRAVEL	27,015	31,077	24,891	23,250	(1,641)	-6.6%
PUBLIC OUTREACH/EDUCATION/EVENTS & TROLLEY	30,609	13,543	8,285	7,900	(385)	-4.6%
DEBT SERVICE	666,282	673,708	673,690	675,178	1,488	0.2%
REBATE AND RETROFIT PROGRAMS	12,600	2,000	1,700	2,000	300	17.6%
VOLUNTARY LOT MERGER PROGRAM	0	8,000	8,000	8,000	0	0.0%
CAPITAL OUTLAY	1,846	160,400	165,064	53,000	(112,064)	-67.9%
ALLOCATED OVERHEAD-PERSONNEL COSTS	857,635	784,509	784,509	793,600	9,091	1.2%
ALLOCATED OVERHEAD-OPERATING COSTS	365,810	371,586	371,586	364,015	(7,571)	-2.0%
TOTAL OPERATING EXPENDITURES	7,646,191	7,419,808	7,426,790	7,453,214	26,424	0.4%
OPERATING REVENUE LESS EXPENDITURES	(18,366)	234,958	258,724	49,030	(209,694)	-81.0%
NET TRANSFERS	18,366	(234,958)	(258,724)	(49,030)	209,694	-81.0%
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). As this is an Operating Budget only, Capital Revenue (including Standby Availability and Connection Fees) and Capital Expenditures (including capitalized personnel costs estimated at \$150,474) are not shown.
- 2). Retiree benefit costs (estimated at \$239,224) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS, but are not included in Allocated Overhead.
- 3). The large majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.
- 4). The FISCAL YEAR 2010-2011 PROPOSED represents the 5% matching funds requirement of the approved Firefighters Assistance Grant.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
GOVERNMENTAL FUNDS
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	INCREASE/(DECREASE)	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED	2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
FIRE DEPARTMENT-GENERAL FUND	1,887,961	1,766,911	1,830,827	1,678,522	(152,305)	-8.3%
ADMINISTRATION-GENERAL FUND	1,622,418	1,423,756	1,428,829	1,452,065	23,236	1.6%
FACILITIES AND RESOURCES-GENERAL FUND	450,644	447,362	451,684	459,001	7,317	1.6%
PARKS AND RECREATION-GENERAL FUND	155,152	76,245	76,834	42,586	(34,248)	-44.6%
RESOURCE CONSERVATION FUND	141,551	157,849	155,538	128,838	(26,700)	-17.2%
TOTAL OPERATING REVENUE	4,257,726	3,872,123	3,943,711	3,761,011	(182,701)	-4.6%
OPERATING EXPENDITURES						
FIRE DEPARTMENT-GENERAL FUND	1,926,843	1,658,392	1,734,095	1,678,522	(55,573)	-3.2%
ADMINISTRATION-GENERAL FUND	1,509,257	1,397,071	1,389,366	1,423,815	34,449	2.5%
FACILITIES AND RESOURCES-GENERAL FUND	460,022	463,923	466,197	459,001	(7,196)	-1.5%
PARKS AND RECREATION-GENERAL FUND	71,831	43,571	43,577	36,586	(6,991)	-16.0%
RESOURCE CONSERVATION FUND	146,258	147,760	148,106	135,662	(12,444)	-8.4%
TOTAL OPERATING EXPENDITURES	4,114,211	3,710,717	3,781,341	3,733,586	(47,755)	-1.3%
OPERATING REVENUE LESS EXPENDITURES	143,515	161,406	162,370	27,425	(134,946)	-83.1%
NET TRANSFERS TO WATER/WASTEWATER	(143,515)	(161,406)	(162,370)	(27,425)	134,946	-83.1%
NET RESULTS OF OPPORATIONS	0	0	0	0	0	

NOTES:

- 1). Retiree benefit costs (estimated at \$156,271) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS, but are not included in Allocated Overhead.
- 2). The majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
WATER FUND/DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	INCREASE/(DECREASE)	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED	2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
UTILITY SALES	1,581,528	1,572,837	1,550,430	1,550,430	0	0.0%
UTILITY SALES-9.75% RATE INCREASE	0	153,352	151,252	151,252	0	N/A
ACCOUNT SERVICE FEES	22,365	14,569	15,192	15,800	608	4.0%
LATE FEES	50,300	53,269	54,632	55,700	1,068	2.0%
INTEREST INCOME	0	9	9	0	(9)	N/A
OTHER	3,617	9,200	9,300	5,750	(3,550)	-38.2%
TOTAL OPERATING REVENUE	1,657,810	1,803,236	1,780,815	1,778,932	(1,883)	-0.1%
OPERATING EXPENDITURES						
SALARIES & WAGES	359,099	369,405	351,487	356,148	4,661	1.3%
PAYROLL TAXES & BENEFITS	247,005	213,037	211,640	218,927	7,287	3.4%
MAINTENANCE & REPAIR-DELIVERY SYSTEM	62,164	86,346	121,479	109,650	(11,829)	-9.7%
MAINTENANCE & REPAIR-PLANT	2,417	2,000	988	1,000	12	1.2%
MAINTENANCE & REPAIR-VEHICLES & EQUIP	9,476	3,706	13,933	9,050	(4,883)	-35.0%
MAJOR MAINTENANCE	0	121,000	73,399	77,000	3,601	4.9%
OFFICE SUPPLIES & EQUIPMENT	20,122	17,300	13,776	13,600	(176)	-1.3%
GOVERNMENT FEES, DUES, PUBLICATIONS	14,978	18,500	16,399	17,400	1,001	6.1%
UTILITIES	135,083	136,809	130,184	125,284	(4,900)	-3.8%
BAD DEBT & CLAIMS	866	3,000	1,556	1,600	44	2.8%
PROFESSIONAL SERVICES	102,748	75,012	74,733	82,500	7,767	10.4%
LEASE-WELL SITE	26,000	26,000	26,000	30,000	4,000	15.4%
OPERATING SUPPLIES & EQUIPMENT	32,589	23,779	36,662	38,700	2,038	5.6%
TRAINING & TRAVEL	6,422	10,167	3,869	3,300	(569)	-14.7%
PUBLIC OUTREACH & EDUCATION	2,639	2,400	1,650	800	(850)	-51.5%
DEBT SERVICE	183,089	184,211	184,211	184,192	(19)	0.0%
CAPTIAL OUTLAY	0	33,000	14,200	33,000	18,800	132.4%
ALLOCATED OVERHEAD-PERSONNEL COSTS	336,747	305,875	305,875	313,160	7,285	2.4%
ALLOCATED OVERHEAD-OPERATING COSTS	143,634	144,956	144,956	143,654	(1,302)	-0.9%
TOTAL OPERATING EXPENDITURES	1,685,078	1,776,503	1,726,997	1,758,965	31,968	1.9%
OPERATING REVENUE LESS EXPENDITURES	(27,268)	26,733	53,818	19,967	(33,851)	-62.9%
TRANSFER TO WATER CAPITAL	0	(26,733)	(53,818)	(19,967)	33,851	
TRANSFER FROM THE GENERAL FUND	27,268	0	0	0	0	
NET TRANSFERS	27,268	(26,733)	(53,818)	(19,967)	33,851	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). As this is an Operating Budget only, Capital Revenue (including Standby Availability and Connection Fees) and Capital Expenditures (including capitalized personnel costs estimated at \$150,474) are not shown.
- 2). Retiree benefits costs (estimated at \$32,576) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS. The Administration Department's retiree costs are not factored in Allocated Overhead.
- 3). A significant portion of the increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
WASTEWATER FUND/DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR				INCREASE/(DECREASE)	
	FISCAL YEAR 2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	FISCAL YEAR 2009-2010 ESTIMATED	FISCAL YEAR 2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
UTILITY SALES	1,710,312	1,720,000	1,704,348	1,704,348	0	0.0%
UTILITY SALES-15% RATE INCREASE	0	258,000	255,652	255,652	0	0.0%
INTEREST INCOME	0	200	200	1,500	1,300	650.0%
OTHER	1,977	1,207	787	800	13	1.7%
TOTAL OPERATING REVENUE	1,712,289	1,979,407	1,960,987	1,962,300	1,313	0.1%
OPERATING EXPENDITURES						
SALARIES & WAGES	368,330	331,084	339,076	369,489	30,413	9.0%
PAYROLL TAXES & BENEFITS	261,856	213,108	213,764	253,138	39,374	18.4%
MAINTENANCE & REPAIR-COLLECTION SYSTEM	41,139	51,540	59,234	50,600	(8,634)	-14.6%
MAINTENANCE & REPAIR-PLANT	27,654	23,249	23,571	29,100	5,529	23.5%
MAINTENANCE & REPAIR-GROUNDS	4,209	12,500	5,000	10,000	5,000	100.0%
MAINTENANCE & REPAIR-VEHICLES & EQUIP	9,108	10,308	6,874	9,000	2,126	30.9%
MAJOR MAINTENANCE	0	34,000	34,000	80,000	46,000	135.3%
SLUDGE DISPOSAL	61,200	60,000	57,685	65,000	7,315	12.7%
OFFICE SUPPLIES & EQUIPMENT	18,351	12,768	12,013	11,800	(213)	-1.8%
GOVERNMENT FEES, DUES, PUBLICATIONS	51,950	52,313	49,025	54,600	5,575	11.4%
UTILITIES	169,444	170,607	168,519	168,730	211	0.1%
PROFESSIONAL SERVICES	29,564	19,136	14,279	22,000	7,721	54.1%
OPERATING SUPPLIES & EQUIPMENT	28,858	39,137	36,879	41,000	4,121	11.2%
TRAINING & TRAVEL	4,760	6,384	2,485	3,000	515	20.7%
PUBLIC OUTREACH & EDUCATION	2,779	900	549	600	51	9.3%
DEBT SERVICE	436,708	440,431	440,413	441,920	1,507	0.3%
CAPITAL OUTLAY	1,846	127,400	127,364	20,000	(107,364)	-84.3%
ALLOCATED OVERHEAD-PERSONNEL COSTS	230,731	222,467	222,467	226,696	4,229	1.9%
ALLOCATED OVERHEAD-OPERATING COSTS	98,415	105,256	105,256	103,991	(1,265)	-1.2%
TOTAL OPERATING EXPENDITURES	1,846,902	1,932,588	1,918,453	1,960,664	42,211	2.2%
OPERATING REVENUE LESS EXPENDITURES	(134,613)	46,819	42,534	1,636	(40,898)	-96.2%
TRANSFER TO RESERVES	0	(46,819)	(42,534)	(1,636)	40,898	
TRANSFER FROM THE GENERAL FUND	134,613	0	0	0	0	
NET TRANSFERS	134,613	(46,819)	(42,534)	(1,636)	40,898	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). As this is an Operating Budget only, Capital Revenue (including Standby Availability and Connection Fees) and Capital Expenditures are not shown.
- 2). Retiree benefits costs (estimated at \$50,377) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS. The Administration Department's retiree costs are not factored in Allocated Overhead.
- 3). A significant portion of the increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
GENERAL FUND-FIRE DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	INCREASE/(DECREASE)	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED	2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
PROPERTY TAX & PROP 1A SECURITIZATION	1,295,700	1,269,786	1,283,215	1,217,193	(66,022)	-5.1%
FIRE SUPPRESSION BENEFIT ASSESSMENT	387,873	387,621	388,621	396,005	7,384	1.9%
WEED ABATEMENT/FUEL REDUCTION	57,315	67,848	67,848	60,000	(7,848)	-11.6%
CDF/INSPECTION FEES	97,750	24,504	24,004	3,500	(20,504)	-85.4%
INTEREST INCOME	4,823	2,000	2,000	1,725	(275)	-13.8%
GRANT/DONATION REVENUE	42,505	3,952	54,052	0	(54,052)	-100.0%
SALE OF SURPLUS EQUIPMENT	0	11,000	11,000	0	(11,000)	-100.0%
OTHER	1,995	200	87	100	12	14.2%
TOTAL OPERATING REVENUE	1,887,961	1,766,911	1,830,827	1,678,522	(152,305)	-8.3%
OPERATING EXPENDITURES						
SALARIES & WAGES	861,147	784,715	801,286	783,724	(17,562)	-2.2%
PAYROLL TAXES & BENEFITS	509,956	400,206	405,223	425,642	20,419	5.0%
INSURANCE & OTHER SERVICES	774	350	350	400	50	14.3%
MAINTENANCE & REPAIR	43,192	40,621	37,713	40,200	2,487	6.6%
OFFICE SUPPLIES & EQUIPMENT	9,787	4,631	6,385	5,500	(885)	-13.9%
GOVERNMENT FEES, DUES, PUBLICATIONS	47,875	33,185	31,383	31,800	417	1.3%
UTILITIES	28,260	29,126	29,577	27,700	(1,877)	-6.3%
PROFESSIONAL SERVICES	10,450	19,970	19,603	22,000	2,397	12.2%
CLAIMS	1,000	0	0	0	0	N/A
FUEL HAZARD REDUCTION CONTRACT	29,211	34,707	34,707	30,000	(4,707)	-13.6%
OPERATING SUPPLIES & EQUIPMENT	93,319	44,577	38,639	38,250	(389)	-1.0%
GRANT EXPENDITURES	0	0	61,711	9,031	(52,680)	-85.4%
TRAINING & TRAVEL	4,821	6,781	8,543	6,300	(2,243)	-26.3%
PUBLIC OUTREACH & EDUCATION	3,335	2,000	1,451	1,700	249	17.2%
EQUIPMENT LEASE	4,709	3,768	3,768	3,800	32	0.8%
DEBT SERVICE	46,485	49,066	49,066	49,066	0	0.0%
ALLOCATED OVERHEAD-PERSONNEL COSTS	162,998	138,875	138,875	139,443	568	0.4%
ALLOCATED OVERHEAD-OPERATING COSTS	69,524	65,814	65,814	63,966	(1,849)	-2.8%
TOTAL OPERATING EXPENDITURES	1,926,843	1,658,392	1,734,095	1,678,522	(55,573)	-3.2%
OPERATING REVENUE LESS EXPENDITURES	(38,882)	108,519	96,732	0	(96,732)	
TRANSFER (TO)/FROM RESERVES	38,882	(108,519)	(96,732)	0	96,732	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). Retiree benefits costs (estimated at \$40,904) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS. The Administration Department's retiree costs are not factored in Allocated Overhead.
- 2). The large majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.
- 3). The FISCAL YEAR 2010-2011 PROPOSED represents the 5% matching funds requirement of the approved Firefighters Assistance Grant.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
GENERAL FUND-ADMINISTRATION DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	INCREASE/(DECREASE)	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED	2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
ADMINISTRATIVE OVERHEAD CHARGES-PS	857,635	784,509	784,509	793,600	9,091	1.2%
ADMINISTRATIVE OVERHEAD CHARGES-OE	365,810	371,586	371,586	364,015	(7,571)	-2.0%
PROPERTY TAX & PROP 1A SECURITIZATION	145,148	139,104	140,575	172,450	31,875	22.7%
INTEREST INCOME	82,654	26,000	24,000	26,250	2,250	9.4%
SERVICE FEES	75,307	6,050	6,695	6,150	(545)	-8.1%
FRANCHISE FEES	67,884	67,857	67,857	68,000	143	0.2%
OTHER	27,980	28,650	33,607	21,600	(12,007)	-35.7%
TOTAL OPERATING REVENUE	1,622,418	1,423,756	1,428,829	1,452,065	23,236	1.6%
OPERATING EXPENDITURES						
SALARIES & WAGES	625,587	607,522	605,834	579,324	(26,510)	-4.4%
PAYROLL TAXES & BENEFITS	419,107	365,342	360,003	424,625	64,622	18.0%
INSURANCE & CLAIMS	83,137	68,355	60,582	64,500	3,918	6.5%
MAINTENANCE & REPAIRS	45,661	38,355	36,264	69,500	33,236	91.7%
OFFICE SUPPLIES & EQUIPMENT	45,035	24,391	20,864	21,300	436	2.1%
GOVERNMENT FEES, DUES, PUBLICATIONS	54,464	37,531	37,002	39,200	2,198	5.9%
UTILITIES	29,357	29,616	27,868	28,250	382	1.4%
DISTRICT OFFICE RENT	50,914	42,365	42,428	38,186	(4,242)	-10.0%
PROFESSIONAL SERVICES	127,433	168,851	163,440	147,080	(16,360)	-10.0%
TRAINING & TRAVEL	8,852	7,500	7,796	7,950	154	2.0%
PUBLIC OUTREACH & EDUCATION	17,210	4,743	3,785	3,900	115	3.0%
CAPITAL OUTLAY	0	0	23,500	0	(23,500)	N/A
TROLLEY	2,500	2,500	0	0	0	N/A
TOTAL OPERATING EXPENDITURES	1,509,257	1,397,071	1,389,366	1,423,815	34,449	2.5%
OPERATING REVENUE LESS EXPENDITURES	113,161	26,685	39,463	28,250	(11,213)	
TRANSFER (TO)/FROM RESERVES	(113,161)	(26,685)	(39,463)	(28,250)	11,213	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). Retiree benefits costs (estimated at \$91,857) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS. The Administration Department's retiree costs are not factored in Administrative Overhead.
- 2). A significant portion of the increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.
- 3). The increase in MAINTENANCE & REPAIRS is due to the contract to manage the CCSD's information technology services.
- 4). The CAPITAL OUTLAY for FY 2009/2010 is the replacement of the CCSD's failed servers.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
GENERAL FUND-FACILITIES AND RESOURCES DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	FISCAL YEAR	INCREASE/(DECREASE)	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED	2010-2011 PROPOSED	FROM FY 2009-2010 ESTIMATED AMOUNT	%
OPERATING REVENUE						
PROPERTY TAX & PROP 1A SECURITIZATION	421,748	426,562	431,073	440,676	9,603	2.2%
FACILITY RENTS	25,235	19,000	17,741	16,500	(1,241)	-7.0%
TRANSFER FROM RESERVES	0	0	0	0	0	N/A
INTEREST INCOME	2,532	800	800	825	25	3.1%
OTHER/DONATION	1,129	1,000	2,070	1,000	(1,070)	-51.7%
TOTAL OPERATING REVENUE	450,644	447,362	451,684	459,001	7,317	1.6%
OPERATING EXPENDITURES						
SALARIES & WAGES	165,177	164,880	172,259	165,776	(6,483)	-3.8%
PAYROLL TAXES & BENEFITS	114,740	100,615	102,935	114,712	11,777	11.4%
MAINTENANCE & REPAIRS	36,077	22,951	21,207	21,400	193	0.9%
OPEN SPACE MAINTENANCE	20,921	25,688	19,144	20,500	1,356	7.1%
OFFICE SUPPLIES & EQUIPMENT	3,006	179	100	0	(100)	-100.0%
GOVERNMENT FEES, DUES, PUBLICATIONS	52	0	79	100	21	26.6%
UTILITIES	28,088	34,989	38,606	39,860	1,254	3.2%
PROFESSIONAL SERVICES	3,867	12,320	8,000	3,000	(5,000)	-62.5%
OPERATING SUPPLIES & EQUIPMENT	14,728	7,008	6,922	7,800	878	12.7%
TRAINING & TRAVEL	37	45	1,698	700	(998)	-58.8%
CLAIMS	500	0	0	0	0	N/A
ALLOCATED OVERHEAD-PERSONNEL COSTS	51,054	64,623	64,623	58,375	(6,248)	-9.7%
ALLOCATED OVERHEAD-OPERATING COSTS	21,776	30,625	30,625	26,778	(3,847)	-12.6%
TOTAL OPERATING EXPENDITURES	460,022	463,923	466,197	459,001	(7,196)	-1.5%
OPERATING REVENUE LESS EXPENDITURES	(9,378)	(16,561)	(14,513)	0	14,513	
TRANSFER (TO)/FROM RESERVES	9,378	16,561	14,513	0	(14,513)	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

- 1). Retiree benefits costs (estimated at \$13,509) are combined with current employees' costs to arrive at total PAYROLL TAXES & BENEFITS. The Administration Department's retiree costs are not factored in Allocated Overhead.
- 2). The large majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
GENERAL FUND-PARKS AND RECREATION DEPARTMENT
DRAFT**

DESCRIPTION	FISCAL YEAR 2008-2009 ACTUAL	FISCAL YEAR		FISCAL YEAR 2010-2011 PROPOSED	INCREASE/(DECREASE) FROM FY 2009-2010 ESTIMATED	
		2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED		AMOUNT	%
OPERATING REVENUE						
PROPERTY TAX & PROP 1A SECURITIZATION	3,349	55,674	56,263	42,586	(13,677)	-24.3%
GRANTS	151,720	20,571	20,571	0	(20,571)	-100.0%
OTHER	83	0	0	0	0	N/A
TOTAL OPERATING REVENUE	155,152	76,245	76,834	42,586	(34,248)	-44.6%
OPERATING EXPENDITURES						
SALARIES & WAGES	5,893	1,243	1,243	0	(1,243)	-100.0%
PAYROLL TAXES & BENEFITS	2,795	712	709	0	(709)	-100.0%
PUBLIC OUTREACH /EDUCATION	2,146	1,000	850	900	50	5.9%
OFFICE SUPPLIES & EQUIPMENT	950	250	0	0	0	N/A
PROFESSIONAL SERVICES	16,379	9,202	9,111	200	(8,911)	-97.8%
TRAINING & TRAVEL	764	0	500	2,000	1,500	N/A
ALLOCATED OVERHEAD-PERSONNEL COSTS	30,076	21,144	21,144	22,956	1,812	8.6%
ALLOCATED OVERHEAD-OPERATING COSTS	12,828	10,020	10,020	10,530	510	5.1%
TOTAL OPERATING EXPENDITURES	71,831	43,571	43,577	36,586	(6,991)	-16.0%
OPERATING REVENUE LESS EXPENDITURES	83,321	32,674	33,257	6,000	(27,257)	-82.0%
TRANSFER (TO)/FROM RESERVES	(83,321)	(32,674)	(11,996)	0	11,996	
TRANSFER TO CAPITAL	0	0	(21,261)	(6,000)	15,261	
NET TRANSFERS	(83,321)	(32,674)	(33,257)	(6,000)	27,257	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTE:

1). The TRANSFER TO CAPITAL is to fund the completion of the master development plan for the community park.

**CAMBRIA COMMUNITY SERVICES DISTRICT
FISCAL YEAR 2010-2011 OPERATING BUDGET
RESOURCE CONSERVATION FUND/DEPARTMENT*
DRAFT**

DESCRIPTION	FISCAL YEAR	FISCAL YEAR		2010-2011 PROPOSED	INCREASE/(DECREASE) FROM FY 2009-2010 ESTIMATED	
	2008-2009 ACTUAL	2009-2010 BUDGETED MID-YEAR	2009-2010 ESTIMATED		AMOUNT	%
OPERATING REVENUE						
IN-LIEU FEES	16,600	24,000	14,460	14,500	40	0.3%
REMODEL FEES	37,800	28,000	40,204	40,000	(204)	-0.5%
PROPERTY TAXES	87,151	0	0	0	0	N/A
WAIT LIST FEES	0	58,000	56,000	56,000	0	0.0%
ASSIGNMENT FEES	0	12,449	9,474	10,000	526	5.6%
TRANSFER EDUs	0	35,200	35,200	0	(35,200)	-100.0%
INTEREST INCOME	0	200	200	338	138	68.8%
FROM RESTRICTED RESERVES	0	0	0	8,000	8,000	N/A
TOTAL OPERATING REVENUE	141,551	157,849	155,538	128,838	(26,700)	-17.2%
OPERATING EXPENDITURES						
SALARIES & WAGES	36,323	42,045	42,859	46,258	3,399	7.9%
PAYROLL TAXES & BENEFITS	23,370	23,375	23,374	30,438	7,064	30.2%
REBATE & RETROFIT PROGRAMS	12,600	2,000	1,700	2,000	300	17.6%
OFFICE SUPPLIES & EQUIPMENT	0	400	409	500	91	22.1%
GOVERNMENT FEES, DUES, PUBLICATIONS	95	0	0	0	0	N/A
VOLUNTARY LOT MERGER PROGRAM	0	8,000	8,000	8,000	0	0.0%
PROFESSIONAL SERVICES	6,849	25,300	25,324	400	(24,924)	-98.4%
TRAINING & TRAVEL	1,359	200	0	0	0	N/A
ALLOCATED OVERHEAD-PERSONNEL COSTS	46,029	31,525	31,525	32,970	1,445	4.6%
ALLOCATED OVERHEAD-OPERATING COSTS	19,633	14,915	14,915	15,096	181	1.2%
TOTAL OPERATING EXPENDITURES	146,258	147,760	148,106	135,662	(12,444)	-8.4%
OPERATING REVENUE LESS EXPENDITURES	(4,707)	10,089	7,432	(6,824)	(14,256)	-191.8%
TRANSFER (TO)/FROM RESERVES	0	(10,089)	(7,432)	0	7,432	
TRANSFER FROM GENERAL FUND	4,707	0	0	6,824	6,824	
NET TRANSFERS	4,707	(10,089)	(7,432)	6,824	14,256	
NET RESULTS OF OPERATIONS	0	0	0	0	0	

NOTES:

1). The large majority of increase in current employees' benefits is the result of the expiration of contractual givebacks approved by CCSD employees in the previous fiscal year to offset the Proposition 1A Take-away plus the lack of a PPO 'Holiday' for FY 2010-2011.

*The Resource Conservation Fund is included in Governmental Funds.